

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, JUNE 20, 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.

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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 "EVERY LAST DROP" PREPARED BY CAL POLY POMONA MASTER OF LANDSCAPE ARCHITECTURE STUDENT OF PROPOSED WATER EFFICIENT LANDSCAPE DESIGNS
- B. PRESENTATION FROM THE CALIFORNIA PARK & RECREATION SOCIETY BOARD MEMBER LAUREN CRONK TO PRESENT TO THE CITY OF SAN FERNANDO THE CALIFORNIA PARK & RECREATION SOCIETY 2022 SERVICE AWARD OF EXCELLENCE CHAMPION OF THE COMMUNITY

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. February 21, 2023 Regular
- b. April 17, 2023 Regular
- c. May 15, 2023 Special

- d. May 15, 2023 Regular
- e. June 5, 2023 Special

2) ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-062 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE/CITY TREASURER, SENIOR ACCOUNTANT OR DESIGNEE TO INVEST SURPLUS FUNDS

Recommend that the City Council adopt Resolution No. 8238 authorizing the Director of Finance/City Treasurer, Senior Accountant or designee to invest surplus funds.

4) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2023-2024

Recommend that the City Council adopt Resolution No. 8239, approving the annual Investment Policy for Fiscal Year 2023-2024.



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5) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR 2023-2024 ARTICLE XIIIB APPROPRIATIONS (GANN) LIMIT

Recommend that the City Council adopt Resolution No. 8240 setting the Fiscal Year 2023-2024 Article XIIIB Appropriation Limit at \$72,080,583.

6) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND TABLE OF ORGANIZATION FOR FISCAL YEAR 2023-2024, AND AMENDING RESOLUTION NO. 7973

Recommend that the City Council:

- a. Adopt Resolution No. 8244 approving the Salary Plan for Fiscal Year 2023-2024;
- b. Adopt Resolution No. 8245 approving the Table of Organization for Fiscal Year 2023-2024;
- c. Adopt Resolution No. 8246 amending Resolution No. 7973 to include certain changes to the benefit plan for Executive Management Staff; and
- d. Authorize the City Manager to make non-substantive corrections and execute all related documents.

7) CONSIDERATION TO ADOPT A RESOLUTION APPROVING CHANGES TO THE JOB SPECIFICATION FOR SENIOR TREE CARE SPECIALIST

Recommend that the City Council:

- a. Adopt Resolution No. 8243 approving changes to the job specification for Senior Tree Care Specialist; and
- b. Authorize the City Manager to initiate the recruitment process for the new job classification, and make non-substantive edits and execute all related documents as necessary.
- 8) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH GRAINGER THROUGH THE SOURCEWELL PURCHASING CONTRACT NO. 091422-WWG TO PURCHASE A REFURBISHED MOBILE MODULAR BUILDING TO BE PLACED AT THE PUBLIC WORKS YARD

- a. Approve the purchase of a refurbished Mobile Modular Building for an amount not-to-exceed \$169,614.49 from Grainger through the Sourcewell Purchasing Cooperative Contract No. 091422-WWG; and
- b. Authorize the City Manager to execute the purchase order and all related documents.



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9) CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS AND APPROVING THE PROJECT LIST FOR FISCAL YEAR 2023-2024

Recommend that the City Council:

- a. Accept \$584,584 in Senate Bill 1: The Road Repair and Accountability Act of 2017 (SB 1)
 Funds and approve the proposed project list to be funded by the SB 1 Local Streets and
 Roads Program;
- b. Adopt Resolution No. 8241 approving the list of projects for Fiscal Year 2023-2024 funded by SB 1; and
- c. Authorize staff to submit all required documents to the California Transportation Commission.

10) CONSIDERATION TO APPROVE A SECOND 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 Second Amendment to the Professional Services Agreement with MLA Green, Inc. dba Studio-MLA (Contract No. 2124(b)) increasing the not-to-exceed budget amount from \$89,335 to \$122,480 (increase of \$33,145) for construction engineering support services related to the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project;
- b. Authorize the City Manager to approve up to an additional \$25,000 to address unforeseen construction engineering and design services necessary to avoid construction delays for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project; and
- c. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

11) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE VALLEY ECONOMIC ALLIANCE EVENTS AND USE OF THE CITY SEAL

- d. Approve Co-Sponsorship of Valley Economic Alliance (VEA) events that would benefit and support the community;
- e. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904;
- f. Authorize the participation in, and use of the City seal for future VEA events, with City Manager approval.



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12) CONSIDERATION TO DESIGNATE 2006 CHRYSLER 300 CITY-OWNED VEHICLE AS SURPLUS PROPERTY AND AUTHORIZE DONATION OF THE VEHICLE TO NORTH VALLEY CARING SERVICES IN SUPPORT OF THE CITY'S STREET OUTREACH FOR HOMELESSNESS

Recommend that the City Council:

- a. Declare a City-Owned Vehicle, 2006 Chrysler 300 Touring Sedan 4 Door, as surplus property;
- b. Authorize donation of the vehicle to North Valley Caring Services; and
- c. Authorize the City Manager to dispose of the 2006 Chrysler 300 as surplus City-owned vehicle in accordance with Chapter 2, Article VI, Division 7, Section 2-868 and 869 of the City of San Fernando Municipal Code.
- 13) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE CITY OF SAN FERNANDO CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND A COOPERATION AGREEMENT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

Recommend that the City Council:

- a. Adopt Resolution No. 8237 approving the City of San Fernando continue participation in the Los Angeles Urban County Community Development Block Grant Program and a Cooperation Agreement (Contract No. 2167) with the Los Angeles County Development Authority; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.
- 14) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST, A SAFEBUILT COMPANY, FOR ON-CALL BUILDING AND CODE ENFORCEMENT SERVICES

- a. Approve a first Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company (Contract No. 2165(a)), for on-call Building Inspection Services to increase the not-to-exceed amount to \$100,000 and to expand the scope of work to include all necessary services for Building and Safety operation and Code Enforcement Services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.



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15) CONSIDERATION TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SAN FERNANDO, THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, AND 18 GOVERNMENT AGENCIES REGARDING THE COORDINATED INTEGRATED MONITORING PROGRAM AND WATERSHED MANAGEMENT PLAN FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

Recommend that the City Council:

- a. Approve the Memorandum of Agreement (Contract No. 2168) between the City of San Fernando, the San Gabriel Valley Council of Governments, and 18 Government Agencies Regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program and Watershed Management Plan for the Upper Los Angeles River Watershed Management Area; and
- b. Authorize the City Manager to execute the Agreement and all related documents.
- 16) CONSIDERATION TO AUTHORIZE A PURCHASE ORDER NO. 12672 WITH A & M CATERING, INC.

Recommend that the City Council:

- a. Authorize a Purchase Order No. 12672 with A & M Catering, Inc. in the amount of \$43,000; and
- b. Authorize the City Manager to execute the Change Order to Purchase Order No. 12672.
- 17) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH NVIS COMMUNICATIONS, LLC FOR THE CODAN BASE STATION AND TRANSPORTABLE RADIO SYSTEMS FOR THE CALOES HIGH FREQUENCY COMMUNICATION EQUIPMENT GRANT

- a. Approve a purchase order with NVIS Communications, LLC for the Codan Base Station and Transportable radio systems; and
- b. Authorize the City Manager to execute the Purchase Order and all related procurement documents.



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PUBLIC HEARINGS

18) A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2023-2024 CITY BUDGET

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Review and discuss the Fiscal Year 2023-2024 Proposed Budget; and
- c. Pending public testimony, adopt Resolution No. 8242 approving the Fiscal Year 2023-2024 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the resolution.

ADMINISTRATIVE REPORTS

19) RECEIVE AN UPDATE ON AMERICAN RESCUE PLAN ACT FUNDING AND PROVIDE DIRECTION TO STAFF

Recommend that the City Council:

- a. Receive an update on American Rescue Plan Act funds;
- c. Provide direction to staff, as appropriate.
- 20) DISCUSSION AND FOLLOW UP ON THE COLLECTION SERVICES FROM CONSOLIDATED DISPOSAL SERVICES, LLC DBA REPUBLIC SERVICES, AS AMENDED, AND CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING TO PLACE LIENS ON REAL PROPERTY FOR NON-PAYMENT OF DELINQUENT ACCOUNTS FOR SOLID WASTE COLLECTION SERVICES

Recommend that the City Council:

a. Review the follow up summary from the June 5, 2023 City Council meeting regarding the services provided by Consolidated Disposal Services, LLC dba Republic Services, as amended, including, but not limited to, a bulky item pick-up costs proposal, a breakdown of delinquent accounts, information on financial literacy coaching for residents, and provide additional direction on the Residential Compost Bin program, as appropriate;

<u>AND</u>

 Adopt Resolution No. 8247 declaring the City Council's intention to place liens on real property for non-payment of residential and commercial solid waste collection services billings and setting the date for the Public Hearing on August 7, 2023;

OR

c. Provide additional direction to staff as appropriate.



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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: June 15, 2023 (5:30 p.m.)

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

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



Regular Meeting San Fernando City Council



CITY OF SAN FERNANDO CITY COUNCIL MINUTES

FEBRUARY 21, 2023 – 6:00 P.M. REGULAR MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:18 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza and Councilmembers

Cindy Montañez (via teleconference), Joel Fajardo, and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Norma Tabares, Police

Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Matthew Baumgardner, Director of Recreation and Community

Services Julian Venegas and City Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried unanimously.

The meeting recessed at 6:24 p.m. to resolve technical issues with the live video/audio streaming services and reconvened at 6:36 p.m. with all Councilmembers present.

PRESENTATION

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR FEBRUARY STUDENTS OF THE MONTH
 - Brianna Herrejon (PUC Nueva Esparanza Charter Academy)
 - Nathan Garcia (Social Justice Humanitas Academy)

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- B. PRESENTATION OF CERTIFICATES OF APPRECIATION TO OUTGOING LAS PALMAS SENIOR CLUB BOARDMEMBERS
- C. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO MR. ERASMO AGUILAR CELEBRATING HIS CENTENNIAL (100TH YEAR) BIRTHDAY

Assistant City Attorney Padilla stated there were no reportable actions as a result of the Closed Session meeting that was held at 5:15 p.m. on February 21, 2023.

PUBLIC STATEMENTS

The following stated support of Police Chief Valdez on the leadership direction of the Police Department, community policing, policy changes, creating accountability, citizen outreach, and community education and engagement:

Maritza Duarte

Valeria Galvan

Victoria Garcia

William "Blinky" Rodriguez

Rudy Trujillo

Carlos Muñoz

David Messe

Patty Lopez

Felipe Renteria

Albert Lopez

Phyllis Harp

Michael Mario Castillo, Sr.

Danny Trejo

Jose Fernandez

Luis Robledo

John C. Quinones, Jr.

Carlos Romero

Enrique Cristobal Meneses

Peter Marzan

Leo Wise

Peter Correa

Elvin Marel Gagardo Duran

Carlos Muñoz

Juan Garcia

Alexander Esqueda

Edgar Montes

Kevin Marquez

Emrys Stevens

Robert Bernal

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Josue S.

Sergio F.

Erin B.

Mario R. Villalobos

Harry Johnson

Carlos H. Morales, Jr.

Paula A.

Julissa Hernandez, Field Representative from the office of Assemblymember Luz Rivas provided information on upcoming community events and legislative activities.

It was noted, the City Council recessed the meeting 8:08 p.m. and reconvened at 8:23 p.m. with all Councilmembers present.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. January 17, 2023 Special Meeting
 - b. February 6, 2023 Special Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION INITIATING PROCEEDINGS FOR FISCAL YEAR 2023-2024 LEVY OF ANNUAL ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND ORDERING THE ENGINEER'S REPORT

The motion carried, unanimously.

ADMINISTRATIVE REPORTS

4) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND ADOPTING THE 2023 LEGISLATIVE PLATFORM

Motion by Mayor Rodriguez, seconded by Councilmember Montañez to adopt Resolution No. 8213 establishing the City's Legislative Advocacy Policy, as amended to postpone approval of the 2023 Legislative Platform pending solicitation of additional public comment and return to Council for final adoption at the March 6, 2023 meeting; and authorize the City Manager to take certain related actions to execute and implement the procedures in the Legislative Advocacy Policy. The motion carried, unanimously.

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- 5) PRESENTATION OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2022
 - By consensus, the City Council received and filed the report and no action taken.
- 6) PRESENTATION AND DISCUSSION OF THE MID-YEAR BUDGET REVIEW FOR FISCAL YEAR 2022-2023, CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE MID-YEAR PROPOSED BUDGET ADJUSTMENTS, AND REVIEW FISCAL YEAR 2023-2024 BUDGET CALENDAR
 - Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to adopt Resolution No. 8216 amending the City's FY 2022-2023 Budget to include the proposed mid-year adjustments; as amended, to remove the American Rescue Plan Act (ARPA) Capital Projects water fund transfer of 2 million; and directed staff to bring back to a future meeting a water fund budget report that includes government funding options. The motion carried, unanimously.
- 7) CONSIDERATION AND DISCUSSION TO ADOPT A RESOLUTION IMPLEMENTING PROCEDURES REGARDING REQUESTS FOR REMOTE TELECONFERENCE MEETING PARTICIPATION MADE BY MEMBERS OF THE CITY'S LEGISLATIVE BODIES AS PERMITTED UNDER ASSEMBLY BILL 2449
 - Motion by Councilmember Fajardo, seconded by Mayor Rodriguez to adopt Resolution No. 8215 authorizing and implementing procedures "Assembly Bill 2449 Teleconference Request Form" regarding receiving and processing requests made by Members of the City's legislative bodies seeking remote teleconference meeting participation, as permitted under Assembly Bill 2449; and authorize the City Manager to make such modifications to City agenda templates addressing Teleconference Requests/Disclosures, Americans with Disabilities Act disclosures/policies, and any other disclosure/policy requirements under AB 2449. The motion carried, unanimously.
- 8) CONSIDERATION TO APPOINT A TRANSPORTATION AND PUBLIC SAFETY COMMISSIONER
 - Motion by Vice Mayor Mendoza, seconded by Mayor Rodriguez to approve appointment of Victoria Garcia as Vice Mayor Mendoza's representative to serve as Commissioner on the Transportation and Public Safety Commission. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Venegas provided updates on programs and upcoming community events.

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Director of Public Works Baumgardner reported activity updates for the Phase 1 and Phase 2 Slurry Seal project and mentioned an upcoming presentation showcasing the Public Works Department functions will be provided at the Police Department's Community Academy.

Director of Finance Melton commented on available utility bill payment assistance programs, upcoming outreach events for Fiscal Year 2023-2024 budget and the Transaction Tax Town Hall meetings and also noted the Finance Department is scheduled to showcase their department functions at a future Community Academy.

Police Chief Valdez had no updates to report.

City Manager Kimball spoke about the upcoming City Council 2023 Priority Setting and Study Session including updates on the Community Survey campaign and an introduction of a draft "City of San Fernando Annual Report".

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo commented on the design of the new City logo, expressed concerns on the City's supply and equipment purchasing process and commented on public comments received in support of Police Chief Valdez.

Councilmember Solorio expressed appreciation to staff, spoke about the upcoming priority setting meeting and the various ad hoc committee meetings.

Councilmember Montañez reported she attended the Layne Park Revitalization Project groundbreaking event and requested staff to forward a copy on the projects final landscape design upgrades, commented on the tree planting project along 8th Street, and mentioned she attended the Social Justice Humanities Academy at the Cesar Chavez Learning Academies book launching of "We Are America: San Fernando".

Vice Mayor Mendoza commented on public comments received in support of Police Chief Valdez, mentioned she attended the Police Department's Community Academy, the Parent University meeting; the League of California Cities Cal Cities Speaker Series on elections and the process of redistricting; the LA County Library's Heart and Hands Book Talk Series on "Destignatizing Illiteracy with Social Media"; the County of Los Angeles Chief Sustainability committee meeting on the mobility project; noted she observed the bulky item drop off event and stated that there will be another shredding event will be held on May 20, 2023; stated she attended the Social Justice Humanities Academy at the Cesar Chavez Learning Academies book launching of "We Are America: San Fernando", and the Layne Park Revitalization Project groundbreaking.

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Mayor Rodriguez expressed her appreciation to Police Chief Valdez for his work and commented on the Layne Park Revitalization Project groundbreaking, the tree planting on 8th Street, the book launching of "We Are America: San Fernando", Mission City Baseball's Opening Day Ceremony and festivities, the recent scheduling of various ad hoc committee meetings, and talked about the Community Survey.

Vice Mayor Mendoza requested to adjourn the meeting in memory of Charles White.

ADJOURNMENT (11:08 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Charles White to the Special Meeting of March 3, 2023.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the February 21, 2023, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk

CITY OF SAN FERNANDO CITY COUNCIL MINUTES

APRIL 17, 2023 – 6:00 P.M. REGULAR MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:06 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers

Cindy Montañez, Joel Fajardo, and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police

Chief Fabian Valdez, Director of Finance Erica Melton, Director of Community Development Kanika Kith, Director of Public Works Matthew Baumgardner, Director of Recreation and Community Services Julian

Venegas and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

No requests to be considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried, unanimously.

PRESENTATIONS

- A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS LIBRARY MONTH
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE AND DECLARING APRIL 24, 2023 AS ARMENIAN GENOCIDE REMEMBRANCE DAY

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- В. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING APRIL 28, 2023 AS ARBOR DAY
- PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING APRIL 22, 2023 AS C. **EARTH DAY**
- D. INTRODUCTION OF NEW CITY EMPLOYEES

PUBLIC STATEMENTS

Charles Leone, representing SEIU Local 721 expressed thanks to City staff for their collaboration during contract labor negotiations.

Juan Salas, expressed thanks to City staff for their work during the SEIU Local 721 contract labor negotiations.

The following submitted comments in support of flying the Christian flag at City Hall:

Lupe Guerrero Rhoda Suero Sylvia Perez **Christine Granados** Marilyn Garcia Ingrid Avila Richard Avila Rick Camberos Victoria Ianni Garcia

Sylvia Ballin expressed appreciation to matt and his work for the city and wish him well in his endeavor.

CONSENT CALENDAR

Councilmember Fajardo requested to pull Consent Item No. 5 for discussion.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve Item Nos. 1, 2, 3, 4 and 6:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. April 4, 2022 Regular Meeting c. April 3, 2023 Special Meeting
 - b. March 20, 2023 Regular Meeting
- d. April 3, 2023 Regular Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

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- 3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS IN ACCORDANCE WITH THE CITY'S RECORDS RETENTION SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF RECORDS
- 4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NORTH VALLEY CARING SERVICES TO PROVIDE STREET OUTREACH FOR INDIVIDUALS EXPERIENCING HOMELESSNESS
- 6) CONSIDERATION TO ACCEPT AB 481 APPROVAL OF THE MILITARY EQUIPMENT USE POLICY (GOVERNMENT CODE 7071) ANNUAL REPORT

The motion carried, unanimously.

Item Pulled for Discussion

5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION AND ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2022-2023 SALARY PLAN

Motion by Councilmember Fajardo, seconded by Councilmember Montanez to approve a Memorandum of Understanding (Contract No. 2145) between the City of San Fernando and the San Fernando Public Employees' Association for a five-year term (July 1, 2022 through June 30, 2027); adopt Resolution No. 8227 amending the Fiscal Year 2022-2023 Salary Plan to include certain provisions in the approved MOU between the City of San Fernando and SFPEA; and authorize the City Manager to make non-substantive corrections and execute all related documents. The motion carried, unanimously.

ADMINISTRATIVE REPORTS

Mayor Rodriguez declared she would recuse herself due to a potential conflict of interest associated with the proximity of her residence and left the dais at 6:51 p.m.

7) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK TO PREPARE THE DOWNTOWN MASTER PLAN

Director of Community Development Kith presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Councilmember Montañez to approve a Professional Services Agreement (Contract No. 2147) with Dudek in an amount not-to-exceed \$274,957 for preparation of the Downtown Master Plan; as amended to include the following components: door-to-door community outreach, temporarily delete the online survey, keep mailed surveys; staff to return with costs related to phone banking and tips on security for online surveys; authorize the City Manager to make non-substantive changes and execute the Agreement and all related documents.

Page 4 of 6

The motion carried with the following vote:

ROLL CALL

AYES: Fajardo, Solorio, Montañez, Mendoza - 4

NAYES: None

ABSENT: Rodriguez - 1

ABSTAIN: None

Mayor Rodriguez returned to the dais at 7:45 p.m. and called for a brief recess. The City Council reconvened the meeting at 7:58 p.m. with all Councilmembers present.

8) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

Vice Mayor Mary Mendoza presented the staff report.

Motion by Vice Mayor Mendoza, seconded by Councilmember Fajardo to appoint Sylvia Ballin to the Planning and Preservation Commission. The motion carried, unanimously.

9) CONSIDERATION AND DISCUSSION REGARDING CITY COMMISSIONERS AND RELATED MATTERS

Councilmember Joel Fajardo presented the staff report. By consensus, the City Council directed staff to return to a future meeting with amendments to the City Council Procedure Manual to reflect processes for commissioner vacancies, appointments, and related matters. Staff stated a "Commissioner Handbook Guidelines" would be brought back for City Council consideration in the near future.

10) CONSIDERATION AND DISCUSSION REGARDING THE DIVERSITY, EQUITY AND INCLUSION AD HOC COMMITTEE

Mayor Celeste T. Rodriguez presented the staff report. Motion by Mayor Rodriguez, seconded by Councilmember Solorio to direct Staff to return with a City Flag Policy at the May 1, 2023 City Council meeting, and selected Councilmember Fajardo to serve on the Diversity, Equity and Inclusion Ad hoc committee in lieu of Vice Mayor Mendoza. The motion carried, unanimously.

11) CONSIDERATION AND DISCUSSION REGARDING ESTABLISHING A FOOD SECURITY AD HOC COMMITTEE

Mayor Celeste T. Rodriguez and Councilmember Mary Solorio presented the staff report. Motion by Mayor Rodriguez, seconded by Councilmember Solorio to establish a Food Security Ad hoc committee and selected Mayor Rodriguez and Councilmember Solorio to serve on the committee. The motioned carried, unanimously.

12) UPDATE ON THE FEASIBILITY OF PROVIDING TRANSLATION SERVICES FOR CITY COUNCIL AND ALL COMMISSION MEETINGS

Councilmember Mary Solorio presented the staff report. Staff provided an updated information and stated that the matter would be considered as a potential enhancement during Fiscal Year 2023-2024 Budget Study Session discussions.

Page 5 of 6

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Venegas provided information on various upcoming events including the Education Commission Student Scholarship awards event.

Director of Community Development Kith noted the San Fernando Chamber of Commerce will be hosting a seminar on customer service on Thursday, reported that during tomorrow's Planning and Preservation Commission meeting front yard wall design guidelines are being discussed, and Homeless Connect event is on Thursday.

Director of Finance Melton reported the draft proposed FY 2023-2024 Budget would be provided to the City Council prior to the May 15, 2023 Budget Study Session and commented on an upcoming virtual Town Hall meeting to occur on May 10, 2023.

Police Chief Valdez mentioned that a Parole Agent with the California Department of Correction and Rehabilitation, will be housed at the police department.

City Manager Kimball thanked Mr. Baumgardner for his work during his tenure with the City.

Director of Public Works Baumgardner reported on Phase 1 of the Slurry Seal project and anticipates work to be completed by the end of June, 2023 and mentioned his appreciation working with City staff during his tenure with the City.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo thanked Mr. Baumgardner for his work; spoke about the Earth Day Proclamation, mentioned representatives from Republic Services attend an upcoming Council meeting to provide information on SB 1383; commented on a resident experiencing tree roots affecting their sewer line and requested that the meeting be adjourned in the memory of victims from recent shootings that occurred in Baltimore and Louisville.

Councilmember Montañez thanked Mr. Baumgardner for his service.

Councilmember Solorio requested clarification on the date of the Student Scholarship Awards event; commented that the community be provided information via email, social media and mailers about the City's fence height regulations; mentioned an upcoming Odd Fellows Organization event, the May 10th Mother's Day Tea Party at Las Palmas Park; reported she attended the Spring Jamboree, an event at the San Fernando Recovery Center, the Valley Economic Alliance Gala; and noted she would be attending Hispanas Organized for Political Equality (HOPE) 29th Latina Action Day conference in Sacramento.

Vice Mayor Mendoza reported she attended the last two Community Academy meetings, the Spring Jamboree event, and thanked Mr. Baumgardner for his service to the City.

Page 6 of 6

Mayor Rodriguez expressed thanks to Mr. Baumgardner for his service and wished him well with his future endeavors. She noted attending the San Fernando Recovery Center event, Valley Economic Alliance Gala, the Homeless Ad hoc committee meeting, a meeting with Los Angeles County 3rd District Supervisor Lindsey P. Horvath and City of Los Angeles Mayor Karen Bass and discussed resources to address homelessness, she attended the Spring Jamboree, and reported she would be attending the Hispanas Organized for Political Equality (HOPE) 29th Latina Action Day conference in Sacramento.

ADJOURNMENT (9:39 p.m.)

Mayor Rodriguez adjourned the meeting in memory to the victims of the recent shootings that occurred in Baltimore and Louisville, to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the April 17, 2023, Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk



SAN FERNANDO CITY COUNCIL MINUTES

MAY 15, 2023 – 5:00 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 5:01 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and

Councilmembers Joel Fajardo and Mary Solorio (arrived at 5:03 p.m.)

Absent: Councilmember Cindy Montañez

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

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS - WRITTEN/ORAL None

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

By consensus, Councilmembers recessed to Closed Session.

Councilmember Solorio arrived directly into Closed Session at 5:03 p.m.

A) <u>CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957</u> PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Title of Employee: City Manager

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – MAY 15, 2023 Page 2

RECONVENE/REPORT OUT FROM CLOSED SESSION

It was noted, the City Council adjourned its regular meeting at 9:35 p.m. and recessed back into Closed Session with Councilmembers Montañez and Solorio absent.

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on May 15, 2023, at 5:00 p.m.

ADJOURNMENT (11: 07 p.m.)

The City Council adjourned the special meeting to the next Special City Council meeting on May 22, 2023 at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 15, 2023, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk

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CITY OF SAN FERNANDO CITY COUNCIL MINUTES

MAY 15, 2023 – 6:00 P.M. REGULAR MEETING

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

CALL TO ORDER/ROLL CALL

It was noted that the City Council recessed from Closed Session and would be returning back into Closed Session at the conclusion of the Regular Session meeting.

Mayor Celeste Rodriguez called the meeting to order at 6:04 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers

Joel Fajardo and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police

Chief Fabian Valdez, Director of Finance Erica Melton, Director of Recreation

and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

SAN FERNANDO CITY COUNCIL MINUTES – Regular Meeting May 15, 2023

Page 2 of 4

PRESENTATIONS

- A. INFORMATIONAL PRESENTATION BY LA FAMILY HOUSING ON COORDINATED ENTRY SYSTEM (CES) AND THE LOS ANGELES HOMELESS OUTREACH PORTAL (LA-HOP) PROCESS
- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR APRIL STUDENTS OF THE MONTH
 - Fabian Perez (O' Melveny Elementary School)
 - Fatima Ahmed (Social Justice Humanitas Academy)
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY 2023 AS OLDER AMERICANS MONTH
- D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY 2023 AS BIKE MONTH
- E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY 23 THROUGH MAY 28, 2023 AS PERIOD POVERTY AWARENESS WEEK
- F. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY 21 THROUGH MAY 27 AS NATIONAL PUBLIC WORKS WEEK
- G. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY 14 THROUGH MAY 20, 2023 AS NATIONAL POLICE WEEK

PUBLIC STATEMENTS

Dante Camargo spoke about having difficulty obtaining a permit to operate his food truck business and is requesting assistance from City Council to expedite the matter.

Yadira Zamora submitted correspondence about concerns on the lack of enforcement regarding residents with overgrown brush, trash build up and parking violations.

A letter was submitted from the City's Parks, Wellness and Recreation Commission stating support of Agenda Item No. 5, to establish a City Community Engagement Framework.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the Consent Calendar:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. May 1, 2023 Special Meeting
 - b. May 1, 2023 Regular Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

SAN FERNANDO CITY COUNCIL MINUTES – Regular Meeting May 15, 2023

Page 3 of 4

- 3) CONSIDERATION TO APPROVE A BUSINESS LICENSE PERMIT PURSUANT TO SAN FERNANDO CITY CODE SECTION 22-215 FROM APPLICANT RAINBOW SPA TO OPERATE A MASSAGE PARLOR AT 204 S. BRAND BOULEVARD, SUITE 202
- 4) CONSIDERATION TO APPROVE AN INCREASE TO PURCHASE ORDER NO. 12755 WITH CORE & MAIN AND PURCHASE ORDER NO. 12770 WITH FERGUSON WATER WORKS FOR THE PURCHASE OF PARTS AND MATERIALS NECESSARY TO MAINTAIN THE CITY'S WATER SYSTEM

The motion carried, with Councilmember Montañez absent.

ADMINISTRATIVE REPORTS

5) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING THE CITY'S COMMUNITY ENGAGEMENT FRAMEWORK

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

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to adopt Resolution No. 8230 establishing the City's Community Engagement Framework (CEF); as amended to: add a provision to the resolution that states every scope of work moving forward that requires direct engagement with the public, must include how public engagement will be incorporated, with a timeline and specific measures for evaluation and outcomes (as outlined in CEF; and include a requirement for Spanish translation and interpretation; b) directed staff to add "families" as a key - Key Audience to Engagement Methods table and a key for the cost levels in the CEF; c) directed Department Heads to return to City Council within 60 days with an agendized presentation showcasing utilization of CEF; d) and authorize the City Manager to take certain related actions to amend and implement the content of the Community Engagement Framework. The motion carried, with Councilmember Montañez absent.

6) FISCAL YEAR 2023-2024 BUDGET STUDY SESSION NO. 1

City Manager Kimball presented the City's Fiscal Year 2023-2024 Budget Overview.

Councilmembers provided recommendations to be considered regarding potential use of the \$266,835 estimated FY 2023-2024 Proposed General Fund Budget surplus. The City Council received and filed the report.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Venegas reported on various upcoming community events such as the Senior Health and Wellness Expo, the Education Commissions Student Scholarship Awards Ceremony and the Veteran's Recognition Banner event.

SAN FERNANDO CITY COUNCIL MINUTES – Regular Meeting May 15, 2023

Page 4 of 4

Executive Assistant to the City Manager Hernandez provided information on Bike to Work Day and an upcoming community bike ride event.

Director of Finance Melton stated staff has been working on the preparation for the upcoming March 22, 2023 Budget Study Session No. 1 Special City Council meeting.

Police Chief Valdez commented on upcoming Police Department community events.

City Manager Kimball mentioned staff has been preparing for the upcoming budget study session discussions and commented on the presentation from LA Family Housing.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo suggested submitting a letter of support to legislators asking to pause repayment of student loans and requested that the meeting be adjourned in memory of Gloria Molina former Los Angeles County Board Supervisor.

Councilmember Solorio had no updates to report.

Vice Mayor Mendoza reported she attended the Metropolitan Water District's San Fernando Room Dedication Ceremony, Mother's Day Tea Party, the ADU and 100-Year Anniversary Women's Right to Vote Ad hoc committee meetings and the swimming competition for the Special Olympics at the San Fernando Regional Pool hosted by the Police Department.

Mayor Rodriguez reported she attended the Calle Verdes Tree planting event, the Mother's Day Tea Party, Comisión Femenil of the San Fernando Valley Mother's Day Tea, the Metropolitan Water District's San Fernando Room Dedication Ceremony; and the Southern California Association Government Region Council District 67 meeting.

ADJOURNMENT (9:36 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Gloria Molina and noted that the City Council would reconvene to Closed Session.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the May 15, 2023, Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk



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SAN FERNANDO CITY COUNCIL MINUTES

JUNE 5, 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 Joel Fajardo and Mary Solorio

Absent: Councilmember Cindy Montañez

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

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS - WRITTEN/ORAL None

RECESS TO CLOSED SESSION (5:17 P.M.)

By consensus, Councilmembers recessed to Closed Session.

A) <u>CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2)</u> <u>ANTICIPATED LITIGATION</u>:

One (1) Matter (BBK Landfill)

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:
San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)

June 20, 2023 Regular CC Meeting

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – JUNE 5, 2023

Page 2

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

RECONVENE/REPORT OUT FROM CLOSED SESSION

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

ADJOURNMENT (6:00 p.m.)

The City Council adjourned the special meeting to the next Special City Council meeting on June 5, 2023 at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 5, 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: June 20, 2023

Consideration to Adopt a Resolution Approving the Warrant Register Subject:

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-062 (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. 23-062, including:

Exhibit A: Payment Demands/Voucher List

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SECITY.ORG

☐ Deputy City Manager

RESOLUTION NO. 23-062

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. 23-062

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 20th day of June 2023.

ATTEST:	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
Julia Fritz, City Clerk	

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-062, 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 20 th day of June, 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 June, 2023.
Julia Fritz, City Clerk

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EXHIBIT "A"

RES.	NO.	23-062
	_	

6/14/2023	4:16:22PM CITY OF SAN FERNANDO					Page:
Bank code :	bank3					
oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
231665	6/20/2023	893053 A THREAD AHEAD INC	I-232715		CODE ENFORCEMENT UNIFORMS	
					001-152-0000-4300	400.23
					Total :	400.23
231666	6/20/2023	894365 ACE CONSTRUCTION	I-5731		REMOVE & REPLACE EXISTING CONC	
				12892	015-310-0866-4600	6,120.75
			I-5732		REMOVE & REPLACE EXISTING CONC	
				12892	015-310-0866-4600	6,120.75
					Total :	12,241.50
231667	6/20/2023	894406 ADVANCE AUTO PARTS	8681313944047		VEHICLE MAINT-PD4539	
					041-320-0224-4400	13.17
					Total :	13.17
231668	6/20/2023	894315 AG LAWNMOWER SHOP	0112		SMALL EQUIP. REPAIR (LAWNMOWERS	
				12872	043-390-0000-4300	638.37
			0113		SMALL EQUIP. REPAIR (LAWNMOWERS	
				12872	001-346-0000-4300	744.75
					Total:	1,383.12
231669	6/20/2023	892271 ALL STAR ELITE SPORTS	3461		SPORTS UNIFORMS & SHIRTS	
				12699	017-420-1399-4300	3,671.62
			3519		SPORTS UNIFORMS & SHIRTS	
				12699	001-423-0000-4300	694.07
					Total:	4,365.69
231670	6/20/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		SUPPLIES FOR SENIOR CLUB ACTIVIT	
					004-2383	28.96
					004-2346	58.03
					Total :	86.99
231671	6/20/2023	100143 ALONSO, SERGIO	MAY 2023		MARIACHI MASTER APPRENTICE INST	
				12730	108-424-3658-4260	1,155.00
				12730	109-424-3637-4260	105.00
					Total :	1,260.00
12730 108-42	12730 108-42	12730 108-42	12730 108-42	108-42	24-3658-4260	

Voucher List

ige:	Pa	Voucher List CITY OF SAN FERNANDO			4:16:22PM		
					bank3	Bank code :	
Amou	Description/Account	PO #	Invoice	Vendor	Date	Voucher	
5,058.2 5,058. 2	5% RETENTION HELD-UPPER RESRV F 010-2037 Total :	-	006	894078 AMERICAN BUSINESS BANK	6/20/2023	231672	
43.7 43 .7	VEHICLE MAINT-PW8086 029-335-0000-4400 Total :		34563	100165 AMERICAN WATER WORKS, INC.	6/20/2023	231673	
148.8	TROPHIES FOR SPORTS PROGRAMMI 017-420-1334-4300 TROPHIES FOR SPORTS PROGRAMMI	12707	720110 720248	100184 ANDERSON TROPHY CO.	6/20/2023	231674	
2,691.5 2,840. 3	017-420-1330-4300 Total :	12707	720240				
1,500.0	INVESTIGATIVE SERVICES 001-222-0000-4270 INVESTIGATIVE SERVICES	12815	2813 2949	894045 ARROYO BACKGROUND	6/20/2023	231675	
1,500.0	001-222-0000-4270 INVESTIGATIVE SERVICES	12815	3043				
1,500.0 4,500. 0	001-222-0000-4270 Total :	12815					
199.5 199. 5	MISC. HARDWARE SUPPLIES & U-CAR' 001-311-0000-4300 Total:	12806	283130	100222 ARROYO BUILDING MATERIALS, INC	6/20/2023	231676	
18,948.7 18,948 .7	5% RETENTION HELD-PACOIMA WASH 010-2037 Total :		16710-R	894402 BANNER BANK	6/20/2023	231677	
120.0 120. 0	MARIACHI MASTER APPRENTICE PRG 109-424-3637-4260 Total :	12868	MAY 2023	890546 BARAJAS, CRYSTAL	6/20/2023	231678	
12,557.1 12,557. 1	MAINTENANCE AGREEMENT FOR RAD 001-135-0000-4260 Total :	12693	5565586	892426 BEARCOM	6/20/2023	231679	

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EXHIBIT "A"
RES. NO. 23-062
Page: 3

	Л	CITY OF SAN FERNAM			
bank3					
Date	Vendor	Invoice	PO #	Description/Account	Amoun
6/20/2023	892014 BERNAL, DAVID	FEB, MAR & APRIL		COMMISSIONER'S STIPEND	
				001-150-0000-4111	225.0
				Total:	225.0
6/20/2023	891301 BERNARDEZ, RENATE Z.	672		INTERPRETATION SERVICES-MAY 2023	
			12700	001-101-0000-4270	600.0
				Total :	600.0
6/20/2023	889345 BSN SPORTS LLC	921699706		SPORTS PROGRAM EQUIPMENT	
			12744	017-420-1334-4300	127.4
			12744	017-420-1328-4260	190.0
				Total :	317.4
6/20/2023	888800 BUSINESS CARD	051723		DINNER FOR CC & STAFF-CC MTG 05/1	
				001-101-0000-4300	111.5
		051823		PRIDE FLAGS	
				001-101-0000-4300	33.0
		051823-1		RGSTR-HOMELESSNESS SUMMIT	
				001-150-0000-4370	50.0
		051823-2			
					35.0
		051923			
		054000			452.8
		051923			119.4
		051022			119.4
		051925			187.5
		052223			107.5
		002223			600.0
		052223			000.0
				001-1230	377.8
		052323		SNAGLT 2023 SOFTWARE SUBSCRIPTI	
				001-130-0000-4380	48.5
		052423		VPN SUBSCRIPTION-APRIL 2023	
				001-135-0000-4260	78.3
		052523		RECRUITMENT AD-COMM PRES OFFIC	
				001-106-0000-4230	250.0
	Date 6/20/2023 6/20/2023 6/20/2023		Date Vendor Invoice 6/20/2023 892014 BERNAL, DAVID FEB, MAR & APRIL 6/20/2023 891301 BERNARDEZ, RENATE Z. 672 6/20/2023 889345 BSN SPORTS LLC 921699706 6/20/2023 888800 BUSINESS CARD 051723 051823-1 051823-2 051923 051923 051923 051923 052223 052223 052323 052323 052423 052423	Date Vendor Invoice PO # 6/20/2023 892014 BERNAL, DAVID FEB, MAR & APRIL 6/20/2023 891301 BERNARDEZ, RENATE Z. 672 12700 6/20/2023 889345 BSN SPORTS LLC 921699706 12744 6/20/2023 888800 BUSINESS CARD 051723 051823 051823-1 051823-2 051923 051923 051923 051923 051923 052223 052223 052323 052323 052423	Date Vendor Invoice PO # Description/Account

Voucher List

vchlist 06/14/2023	4:16:22PI	и	Voucher Lis CITY OF SAN FERM			Page: 4
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
231683	6/20/2023	888800 BUSINESS CARD	(Continued)			
			052623		A-FRAME SIGN HOLDERS	
					001-423-0000-4300	238.08
			053123		CITY COUNCIL SUPPLIES	
					001-101-0000-4300	252.29
			053123		ANNUAL EMAIL MARKETING SUBSCRIF	
					001-105-0000-4260	1,241.25
					001-420-0000-4260	582.00
			053123		CONFERENCE REGISTRATION	
					001-1230	650.00
			053123		(27) AIRLINE TICKETS-MMAP PROG	
					109-1230 001-1230	3,047.70
					001-1230	3,000.00
			060123		DINNER FOR CC & STAFF-CC MTG 05/3	3,000.00
			000123		001-101-0000-4300	82.75
			060123		LP COMM MEETING-LUNCH	02.73
			000123		001-420-0000-4300	290.78
			060123		CITY COUNCIL WATER & SNACKS	230.70
			000120		001-101-0000-4300	35.16
			060223		CITY EMAIL-JUNE 2023	
					001-135-0000-4260	1,681.37
			060523		REBATE	
					001-101-0000-4300	-3.31
			060523-1		4TH OF JULY SUPPLIES	
					001-424-0000-4300	46.28
			060523-2		4TH OF JULY SUPPLIES	
					001-424-0000-4300	45.18
			060523-3		4TH OF JULY SUPPLIES	
					001-424-0000-4300	48.50
			060523-4		4TH OF JULY SUPPLIES	
					001-424-0000-4300	41.87
			060623		VPN SUBSCRIPTION-MAY 2023	
			00000		001-135-0000-4260	78.30
			060623		DINNER FOR CC & STAFF-CC MTG 06/(400.00
			00000		001-101-0000-4300	130.00
			060623		4TH OF JULY SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
231683	6/20/2023	888800 BUSINESS CARD	(Continued)			
					001-424-0000-4300 Total :	439.40 17,271.5 9
231684	6/20/2023	888800 BUSINESS CARD	051923		LODGING-CPOA BOARD OF DIR MTG	,
231004	0/20/2023	888800 BUSINESS CARD	051925		001-222-0000-4370	228.45
			052223		LODGING-INSTITUTE OF CRIMINIAL	
					001-224-0000-4360	655.65
			052523		BICYCLE TUNE UP 001-225-0000-4300	280.00
					Total :	1,164.10
						1,104111
231685	6/20/2023	888800 BUSINESS CARD	052923		ORAL BOARD LUNCHEON-DIR OF PW 001-106-0000-4270	72.91
					Total :	72.91 72.9 1
231686	6/20/2023	892464 CANON FINANCIAL SERVICES, INC	30496707	40000	COPIER LEASE CONTRACT (NEW FLEE	0.005.70
				12900	001-135-0000-4260 Total :	2,005.79 2,005.7 9
						_,
231687	6/20/2023	892465 CANON SOLUTIONS AMERICA, INC.	6004270545	12850	COPIER MAINTENANCE & COPIES-04/1 001-135-0000-4260	1,320.20
				12030	Total :	1,320.20
						.,
231688	6/20/2023	891860 CARL WARREN & COMPANY	20254-20262		REIMB. TO ITF ACCT (LIABILITY CLAIM: 006-1037	18,587.43
					Total :	18,587.43
						10,007111
231689	6/20/2023	891144 CARLOCK THURSTON	54-0202-02		WATER ACCT REFUND-911 GRISWOLD	0.000.00
					070-2010 Total:	2,000.00 2,000.0 0
						2,000.00
231690	6/20/2023	103948 CDW GOVERNMENT, INC.	JH85760		PLOTTER FOR PW ENGINEERING	
				12898	070-383-0000-4310 Total :	216.45 216.4 5
						2.10.40
231691	6/20/2023	894010 CHARTER COMMUNICATIONS	0010369051823		PD CABLE-05/18-06/17	
					001-222-0000-4260	99.25

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Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
231691	6/20/2023	894010 CHARTER COMMUNICATIONS	(Continued) 0010518052923		REC PARK CABLE-05/29-06/28	
			0335899051023		001-420-0000-4260 PD-5G FIBER INTERNET SERVICE	260.74
			196309052323		010-225-3698-4500 INTERNET SERVICES 05/23-06/22	838.76
			222204052923		001-190-0000-4220 PW CABLE - 05/29-06/28 043-390-0000-4260	1,399.00
					Total :	2,732.66
231692	6/20/2023	100713 CITY OF GLENDALE	2401		WATER MASTER-ULARA (OCT'22-DEC'2 070-381-0000-4270	4,336.47
					Total :	4,336.47
231693	6/20/2023	100727 CITY OF LOS ANGELES TREASURER	WP230000113	12746	WASTEWATER CAPITAL PORTION OF A 072-365-0629-4600	87,486.00
					Total :	87,486.00
231694	6/20/2023	103029 CITY OF SAN FERNANDO	5306-5330		REIMB TO WORKERS COMP ACCT 006-1038	6,632.81
					Total :	6,632.81
231695	6/20/2023	890893 CITY OF SAN FERNANDO	JUNE 2023		CITY PROPERTY UTILITY BILLS 043-390-0000-4210 Total :	13,998.93 13,998.93
231696	6/20/2023	100662 CITY OF SANTA MONICA	052523		REGBICYCLE PATROL CLASS	12,222.22
20.000	0/20/2020	TOOGSE ON THE WARMAN AND THE PROPERTY OF THE P	002020		001-225-0000-4360 Total :	90.00 90.00
231697	6/20/2023	100747 COASTLINE EQUIPMENT	1019413		VEHICLE MAINT-PW5213 041-320-0311-4400	322.45
					Total :	322.45
231698	6/20/2023	893824 COMPLETE OFFICE	4040915-1	12909	OFFICE SUPPLIES 001-222-0000-4300	100.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231698	6/20/2023	893824 893824 COMPLETE OFFICE	(Continued)		Total :	100.42
231699	6/20/2023	100805 COOPER HARDWARE INC.	133941		MISC. SUPPLIES FOR P.W. OPERATION	
201000	0/20/2020	100000 CCC1 Ett 11 II Ett II II C.	100011	12799	070-383-0000-4310	7.65
			134003		MISC. SUPPLIES FOR P.W. OPERATION	
				12799	043-390-0000-4300	17.05
			134049		MISC. SUPPLIES FOR P.W. OPERATION	
				12799	001-311-0000-4300	362.30
					Total:	387.00
231700	6/20/2023	892687 CORE & MAIN LP	S367052		PARTS & MATERIALS FOR ION EXCHAIN	
				12755	070-383-0000-4310	1,339.94
					Total :	1,339.94
231701	6/20/2023	888743 COUNTY OF LOS ANGELES	IN1237546		ANNUAL PERMIT-CITY YARD TRANSFE	
					001-311-0000-4260	1,243.00
					Total :	1,243.00
231702	6/20/2023	893904 CRICKET CONSULTING	1295		SCADA PROGRAMMING, MAINTENANC	
				12717	070-384-0000-4260	1,805.00
			1296		SCADA PROGRAMMING, MAINTENANC	
				12717	070-384-0000-4260	4,560.00
			1297	10717	SCADA PROGRAMMING, MAINTENANC	7 000 70
				12717	070-384-0000-4260 Total :	7,688.79 14,053.79
					iotai.	14,000.75
231703	6/20/2023	100989 DOOLEY ENTERPRISES INC.	65634		AMMUNITION FOR POLICE	
				12902	001-222-0000-4300	9,312.41
					Total :	9,312.41
231704	6/20/2023	887380 DUENAS, MARIA CONCEPCION	JUNE 2023		MMAP PROJECT ASSISTANT	
				12889	108-424-3658-4260	500.00
				12889	004-2359	82.50
			MAY 2023		MMAP PROJECT ASSISTANT	
				12889	109-424-3637-4260	452.50
					Total :	1,035.00
231705	6/20/2023	889121 EDGESOFT, INC.	3371		AIMS SYSTEM MAINTENANCE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231705	6/20/2023	889121 EDGESOFT, INC.	(Continued)	12728	055-135-0000-4260	2,080.00
					Total:	2,080.00
231706	6/20/2023	894082 ELIAS, LILIA LETICIA	051323		SENIOR DANCE CLEAN UP SERVICE-0: 004-2380	208.00
					Total :	208.00
231707	6/20/2023	890401 ENVIROGEN TECHNOLOGIES INC	0013841-IN SUB 2	12737	MAINT., REPAIR, PARTS, LABOR & EXTI 070-384-0857-4260	18,700.00
					Total:	18,700.00
231708	6/20/2023	890879 EUROFINS EATON ANALYTICAL, INC	3800024541	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	7,596.00
				12731	Total :	7,596.00
231709	6/20/2023	103851 EVERSOFT, INC.	R2365323		WELL 2A SOFTENER RENTAL	
			R2365324		070-384-0000-4330 WATER SOFTENER-WELL 4A	53.14
			112303324		070-384-0000-4330	222.45
					Total :	275.59
231710	6/20/2023	893800 FAJARDO, JOANNE	APRIL 2023		ZUMBA INSTRUCTOR	
			1441/ 0000		017-420-1322-4260	320.00
			MAY 2023		EXERCISE INSTRUCTOR 017-420-1322-4260	460.00
					Total:	780.00
231711	6/20/2023	894460 FLORES, ERIK	REIMB.		CWEA ASSOC MEMBERSHIP	
					072-360-0000-4360	202.00
					Total :	202.00
231712	6/20/2023	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER	
			209-151-4939-102990		070-384-0000-4220 MUSIC CHANNEL	57.15
			203-101-4303-102330		001-190-0000-4220	53.27
			209-188-4361-031792		RCS PHONE LINES	
					001-420-0000-4220	138.45

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		• • • • • • • • • • • • • • • • • • • •			Description/Account	Amour
231712	6/20/2023	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-188-4362-031792		POLICE PHONE LINES	750 7
			000 100 1000 001000		001-222-0000-4220	752.7
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	88.3
					070-384-0000-4220	316.9
					001-420-0000-4220	257.8
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINES	
					007-440-0441-4220	59.2
					001-190-0000-4220	118.4
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	44.72
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM	
					001-420-0000-4220	70.1
			818-365-5097-120298		POLCE NARCOTICS VAULT	
					001-222-0000-4220	44.3
			818-837-1509-032207		PW PHONE LINE	
					001-190-0000-4220	30.6
			818-837-2296-031315		VARIOUS CITY HALL LINES	
					001-190-0000-4220	363.60
			818-838-4969-021803		POLICE DEPT ALARM PANEL	
					001-222-0000-4220	113.6
			818-898-7385-033105		LP PARK FAX LINE	
					001-420-0000-4220	48.3
					Total :	2,557.8
231713	6/20/2023	893890 FULL CLIP	041123		LIVE ENTERTAINMENT FOR 4TH OF JU	
				12912	001-1230	1.750.0
					Total:	1,750.0
004744	0/00/0000	AND THE COLUMN TO THE COLUMN T	DEMB		THITION DEIMO, ODIMINAL HIOTIOF AS	
231714	6/20/2023	888728 GALLEGOS, ROBERT	REIMB.		TUITION REIMBCRIMINAL JUSTICE AL	
					001-225-0000-4365	675.00
					Total :	675.0
231715	6/20/2023	894008 GMU PAVEMENT ENGINEERING	63672		ON CALL PAVEMENT DESIGN SERVICE	
				12811	008-311-0560-4600	59,653.00

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231715	6/20/2023	894008	NEERING (Continued)		Total :	59,653.0
231716	6/20/2023	101376 GRAINGER, INC.	9703285636		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	043-390-0000-4300	142.1
			9707350238		MISC. SUPPLIES FOR FACILITIES & TR.	
			0707004400	12761	043-390-0000-4300	135.0
			9707621489	12761	MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300	135.0
			9719181985	12/01	MISC. SUPPLIES FOR FACILITIES & TR.	133.0
			0.10101000	12761	043-390-0000-4300	21.9
			9721564608		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	041-320-0000-4300	425.6
			9721843283		MISC. SUPPLIES FOR FACILITIES & TR.	
			070400000	12761	029-335-0000-4300	1,711.1
			9721902253	12761	MISC. SUPPLIES FOR FACILITIES & TR. 027-344-0000-4300	1,350.7
				12701	Total :	3,921.6
231717	6/20/2023	893344 GRAND ELECTRICAL SUPPLY	201256		REPLACE JAIL SWITCH	
	000-0				001-370-0000-4300	28.5
			201318		MATL'S FOR REPAIRS AT PD	
					043-390-0000-4300	101.8
					Total :	130.4
231718	6/20/2023	894407 GRAYBAR FINANCIAL SERVICES	14856453		VOIP MONTHLY LEASE PYMNT-JUNE'2:	
					001-190-0000-4220	1,038.9
					001-222-0000-4220	890.5
					001-420-0000-4220	445.2
					070-384-0000-4220	593.7
					Total :	2,968.5
231719	6/20/2023	887167 GRISWOLD INDUSTRIES	868395		VALVE REPAIR, MAINT. & PARTS	
				12913	070-384-0000-4450	1,473.3
					Total :	1,473.3
231720	6/20/2023	101434 GUZMAN, JESUS ALBERTO	MAY 2023		MARIACHI MASTER APPRENTICE INST	
				12732	109-424-3637-4260	1,700.0

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231734

6/20/2023 101971 L.A. MUNICIPAL SERVICES

EXHIBIT "A" RES. NO. 23-062

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231720	6/20/2023	101434	101434 GUZMAN, JESUS ALBERTO	(Continued)		Total :	1,700.0
231721	6/20/2023	101435 HA	AKER EQUIPMENT COMPANY	M1A08G		2021 VACTOR IMPACT SEWER COMBIN	
					12557	072-365-0000-4500	399,796.2
						Total :	399,796.2
231722 6/20	6/20/2023	888647 HD	L SOFTWARE, LLC	SIN028227		APRIL-BUSINESS LICENSE ADMINISTR	
					12748	001-130-0000-4260	5,867.7
						Total :	5,867.7
31723	6/20/2023	893967 IAF	PE .	LI972516		REGISTRATION-IAPE PROP/EVIDENCE	
						001-224-0000-4360	395.0
				LI972517		REGISTRATION-IAPE PROP/EVIDENCE	
						001-224-0000-4360	370.0
						Total :	765.0
31724	6/20/2023	893804 IND	OUSTRIAL SHOEWORKS	T105-0049975		SAFETY BOOTS	
						070-384-0000-4310	95.9
						Total :	95.9
31725	6/20/2023	894465 INT	ERIANO, DIXIE	040523		DAMAGE CLAIM REIMBURSEMENT	
						006-190-0000-4800	273.7
						Total :	273.7
231726	6/20/2023	893275 INT	ERWEST CONSULTING GROUP	87809		CONTRACTED PLANNING SERVICES	
					12634	001-150-0000-4270	12,982.5
						Total :	12,982.5
231727	6/20/2023	891777 IRF	RIGATION EXPRESS	15270641-00		IRRIGATION SUPPLIES FOR REPAIRS &	
					12809	043-390-0000-4300	35.1
				15271535-00		IRRIGATION SUPPLIES FOR REPAIRS &	
					12809	070-384-0000-4300	70.8
				15271797-00		IRRIGATION SUPPLIES FOR REPAIRS §	
					12809	043-390-0000-4300	171.8
				15271822-00	12809	IRRIGATION SUPPLIES FOR REPAIRS &	22.6
				15272010-00	12009	029-335-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS {	33.6
				102/2010-00	12809	029-335-0000-4300	15.2

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amou
231727	6/20/2023	891777 891777 IRRIGATION EXPRESS	(Continued)		Total :	326.
231728	6/20/2023	894144 JIMENEZ, DAVID	MAY 2023		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260 Total :	150. 150.
231729	6/20/2023	893885 JOHNNY ALLEN TENNIS ACADEMY	MAY 2023	12703 12703	SERVICES FOR TENNIS PROGRAM 017-420-1327-4260 026-420-0887-4260 Total :	607. 75. 682 .
231730	6/20/2023	894007 KARINA SWEEPING COMPANY	0015	12739	MALL SWEEPING SERVICES-MAY 2023 029-335-0000-4260 Total :	7,440. 7,440 .
231731	6/20/2023	894321 KASA CONSTRUCTION INC	4	12875	CONSTR. SERVS. FOR LAYNE PARK RE 010-420-3669-4600 010-2037 Total :	327,531. -16,376. 311,154.
231732	6/20/2023	894129 KITH, KANIKA	REIMB.		PARKING FEE-LACED CONFERENCE 001-150-0000-4370 PARKING FEE-IDA CONFERENCE 001-150-0000-4370 Total :	11. 74. 85.
231733	6/20/2023	102007 L.A. COUNTY SHERIFFS DEPT.	232994BL		INMATE MEALS-APRIL 2023	

004-750-1000

494-750-1000

500-750-1000

657-750-1000

12771

001-225-0000-4350

ELECTRIC-13003 BORDEN

ELECTRIC-13003 BORDEN 070-384-0000-4210 WATER-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-14060 SAYRE ST 070-384-0000-4210

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290.91 **290.91**

1,706.20

54.86

116.13

1,714.21

Total :

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EXHIBIT "A" RES. NO. 23-062

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231740	6/20/2023	888468 MAJOR METROPOLITAN SECURITY	1110832		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	15.0
			1110833		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.0
			1110834		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	15.0
			1110835		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.0
			1110836		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.0
			1110837		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.0
			1110838		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.0
			1110839		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.0
			1110840		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	15.0
			1110841		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.0
			1110842		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	15.0
			1110843		ALARM MONITORING AT ALL CITY FACI	
				12710	070-384-0000-4260	23.0
			1110844		ALARM MONITORING AT ALL CITY FACI	
				12710	070-384-0000-4260	23.0
			1110845		ALARM MONITORING AT ALL CITY FACI	
				12710	070-384-0000-4260	23.0
			1110846		ALARM MONITORING AT ALL CITY FACI	
				12710	070-384-0000-4260	23.0
					Total :	327.0
231741	6/20/2023	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
•		***			007-440-0441-4220	34.5
			7DL39365		ALARM PHONE LINE-1100 PICO	0
						33.8
			1 DF38300		001-420-0000-4220	3

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Voucher	bank3	Mandan	Invoice	PO#	December 14 count	Amoun
231741	6/20/2023	Vendor 888242 888242 MCI COMM SERVICE	(Continued)	PU#	Description/Account Total :	68.42
231741	0/20/2023	000242 INCI COMINI SERVICE	(Continued)		iotai .	00.42
231742	6/20/2023	891054 MEJIA PENA, YVONNE	FEB & MAR 2023		COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.00
					Total :	150.00
231743	6/20/2023	894220 MELTON, ERICA D.	173-174		L P SENIOR PETTY CASH REIMB.	
					004-2383	28.44
					Total:	28.44
231744	6/20/2023	102226 MISSION LINEN SUPPLY	519316857		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	71.1
			519320993		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	253.87
			519365088	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	253.87
			519408936	12003	LAUNDRY SERVICE FOR PD	200.01
			01010000	12685	001-225-0000-4350	253.87
					Total :	832.72
231745	6/20/2023	893934 MORA, JUAN LUIS	MCB-0423		MISSION CITY BASEBALL PROGRAM	
201740	0/20/2020	000004 WOTON, 00744 E010	WOD-0420	12751	017-420-1330-4260	4,000.00
					Total :	4,000.00
231746	6/20/2023	893050 MORALES-RODRIGUEZ, CRISTAL	MAY 2023		MARIACHI MASTER APPRENTICE PRG.	
231740	0/20/2023	093030 MOTALES-NOBINGUEZ, CINGTAL	WAT 2023	12869	109-424-3637-4260	240.00
					Total :	240.00
231747	6/20/2023	893973 MORENO, JENNIFFER	REIMB.		SUPPLIES FOR SENIOR CLUB ACTIVITI	
20	0/20/2020	SSSST S INSTITUTE, SETTING TEXT	reme.		004-2346	55.04
					001-420-0000-4390	3.50
					Total :	58.54
231748	6/20/2023	894004 MURILLO, NICHOLAS	REIMB.		K-9 SUPPLIES	
-	—-	,			001-225-0000-4270	470.72
					Total :	470.72
231749	6/20/2023	893454 NACHO'S ORNAMENTAL INC	INV347706		MATL'S TO REPAIR GATE @ WELL SITE	
						age:

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
231749	6/20/2023	893454 NACHO'S ORNAMENTAL INC	(Continued)				
			INV348880		043-390-0000-4300 MATL'S TO REPAIR BBQ @ LP PARK 043-390-0000-4300		23.15 92.61
					Total :		115.76
231750	6/20/2023	893348 NCSI	33889		VOLUNTEER BACKGROUND CHECK 017-420-1328-4260 110-422-3747-4260 017-420-1327-4260 Total :		111.00 18.50 37.00 166.50
231751	6/20/2023	893405 NEW HORIZON	2239669		LP PHONE SERVICE-JUNE 2023 001-420-0000-4220 Total :		325.70 325.70
231752	6/20/2023	894030 NU-SALT LASER INTERNATIONAL	230613		DEP-FOURTH OF JULY CELEBRATION I		
				12917	001-1230 Total :		1,750.00 1,750.00
231753	6/20/2023	894100 ODP BUSINESS SOLUTIONS , LLC	306472616001		OFFICE SUPPLIES		
			306472619001		001-150-0000-4300 OFFICE SUPPLIES		66.12
			307501610001		001-150-0000-4300 OFFICE SUPPLIES 001-106-0000-4300		58.42 239.86
			307828381001		OFFICE SUPPLIES 001-222-0000-4300		46.93
			307831897001		OFFICE SUPPLIES 001-222-0000-4300		35.82
			311367119001		OFFICE SUPPLIES 001-222-0000-4300		84.47
			311382796001		OFFICE SUPPLIES 070-384-0000-4300		35.22
			311382796002		OFFICE SUPPLIES 072-360-0000-4300		52.70
			312053226001		OFFICE SUPPLIES		02.70

EXHIBIT "A"
RES. NO. 23-062
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Continued Cont	Amou	Description/Account	PO #	Invoice	Vendor	Date	/oucher
129-335-000-4300	Alliou	Description/Account			•		
312054605001 OFFICE SUPPLIES 070-381-0000-4300 071-381-0000-4300 071-222-0000-4300 071-222-0000-4300 071-222-0000-4300 071-50	220	020 225 0000 4200		(Continued)	894100 ODP BUSINESS SOLUTIONS , LLC	6/20/2023	231753
070-381-0000-4300	220.			313054605001			
312073150001 OFFICE SUPPLIES 01-222-0000-4300 31319683001 OREDIT-ITEM RETURNED 01-150-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE SUPPLIES 070-383-0000-4310 OFFICE SUPPLIES 0101-150-0000-4300 OFFICE SUPPLIES 0101-150-0000-4300 OFFICE SUPPLIES 0101-150-0000-4300 OFFICE SUPPLIES 0101-150-0000-4300 OFFICE SUPPLIES 0101-22-0000-4300 OFFICE SUPPLIES 070-384-0000-4300 OFFICE SUPPLIES 070-122-0000-4300 OFFICE S	14.			312054605001			
313159858001 CREDIT-ITEM RETURNED 001-150-0000-4300 313196438001 OFFICE SUPPLIES 070-383-0000-4300 313196807001 OFFICE SUPPLIES 070-383-0000-4300 001-150-0000-4300 001-150-0000-4300 001-150-0000-4300 001-150-0000-4300 001-150-0000-4300 001-150-0000-4300 001-150-0000-4300 001-222-0000-4300 001-150-0000-4300	14.			242072450004			
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313196807001 OFFICE SUPPLIES 070-383-0000-4310 313207659001 OFFICE SUPPLIES 001-150-0000-4300 OFFICE SUPPLIES 001-150-0000-4300 OFFICE SUPPLIES 070-384-0000-4300 OFFICE SUPPLIES 070-222-0000-4300 OFFICE SUPPLIES 070-420-0000-4300 OFFICE SUPPLIES	-134.			212106429001			
313196807001 OFFICE SUPPLIES 077-338-0000-4310 313207659001 OFFICE SUPPLIES 001-150-0000-4300 313265269001 OFFICE SUPPLIES 001-222-0000-4300 313317048001 OFFICE SUPPLIES 070-384-0000-4300 070-384-0000-4300 07FICE SUPPLIES 070-384-0000-4300 07FICE SUPPLIES 070-384-0000-4300 07FICE SUPPLIES 070-384-0000-4300 07FICE SUPPLIES 070-222-0000-4300 313577811001 OFFICE SUPPLIES 071-222-0000-4300 313697290001 OFFICE SUPPLIES 071-222-0000-4300 07FICE SUPPLIES 071-222-0000-4300 07FICE SUPPLIES 071-222-0000-4300 07FICE SUPPLIES 071-222-0000-4300 07FICE SUPPLIES 071-420-0000-4300 07FICE SUPPLIES 071-150-0000-4300 07FICE SUPPLIES 071-150-0000-4300 07FICE SUPPLIES	23.			313190436001			
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	.57.			314430665001			

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Amou	Description/Account	PO #	Invoice	Vendor	Date	Voucher
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55.	001-310-0000-4300					
	OFFICE SUPPLIES		314610351001			
259.	001-222-0000-4300					
	OFFICE SUPPLIES		315175935001			
23.	001-150-0000-4300					
	OFFICE SUPPLIES		315280099001			
101.	070-384-0000-4300					
	OFFICE SUPPLIES		315803812001			
61.	070-384-0000-4300					
	OFFICE SUPPLIES		315803993001			
112.	001-424-0000-4300					
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33.	041-320-0320-4400					
	CREDIT-CORE RETIURNED		4605-103122			
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	VEHICLE SERV., MAINT. & REPAIR PAR		4605-118310			
233.0	041-320-0320-4400	12754				
	VEHICLE SERV., MAINT. & REPAIR PAR		4605-118312			
163.	041-320-0224-4400	12754				
	VEHICLE SERV., MAINT. & REPAIR PAR		4605-118334			
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	VEHICLE SERV., MAINT. & REPAIR PART		4605-118359			
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	VEHICLE SERV., MAINT. & REPAIR PAR		4605-118799			
94.3	041-320-0224-4400	12754				
	VEHICLE SERV., MAINT. & REPAIR PAR		4605-120319			
149.	041-320-0152-4400	12754				
	VEHICLE SERV., MAINT. & REPAIR PAR		4605-120393			
383.	070-384-0000-4400	12754				

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vchlist		Voucher List	
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Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
231754	6/20/2023	890095 O'REILLY AUTOMOTIVE S	TORES INC (Continued)		Total :	1,097.10
231755	6/20/2023	102493 ORTIZ, MANDY	042023		REIMBSR CLUB MOTHER'S DAY CRO	
					001-190-0000-4267 Total :	60.00
					Iotai :	60.0
231756	6/20/2023	893110 PACHECO, HECTOR A.	FEB & APR 2023		COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.0
					Total :	150.0
231757	6/20/2023	894056 PACIFIC HYDROTECH CORPORATION	006		UPPER RESERVOIR REPLACEMENT PI	
				12642	010-385-0716-4600	101,164.1
					010-2037	-5,058.2
					Total :	96,105.9
231758	6/20/2023	894186 PAT-CHEM LABORATORIES	3051004		LAB SAMPLES	
					070-384-0000-4260	398.0
					Total :	398.0
231759	6/20/2023	891527 PEREZ, MARVIN	FEB & MAR 2023		COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.00
					Total :	150.0
231760	6/20/2023	102688 PROFESSIONAL PRINTING CENTERS	21130		PRINTING SERVICES	
				12721	001-222-0000-4300	142.2
			21243		PRINTING SERVICES	
				12721	001-150-0000-4230	3,607.9
			21355	12721	PRINTING SERVICES 001-423-0000-4270	390.2
			21356	12/21	PRINTING SERVICES	390.2
			21000	12721	004-2346	390.29
			21396		PRINTING SERVICES	
				12721	001-190-0000-4300	1,089.2
					Total :	5,619.9
231761	6/20/2023	894408 RINCON CONSULTANTS INC	45845		PREP OF PHASE 1 OF CLIMATE ACTION	
				12914	110-150-7527-4270	1,709.7
			46443		PREP OF PHASE 1 OF CLIMATE ACTION	

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231761	6/20/2023	894408 RINCON CONSULTANTS INC	(Continued)			
			47392	12914	110-150-7527-4270 PREP OF PHASE 1 OF CLIMATE ACTION	1,629.50
			47392	12914	110-150-7527-4270	2,370.50
					Total :	5,709.75
231762	6/20/2023	893774 RJS WORK BOOTS LLC	101-24787		SAFETY BOOTS	
					001-311-0000-4300	206.96
					Total :	206.96
231763	6/20/2023	102958 S & S WORLDWIDE INC	IN101194767		DAY CAMP SUPPLIES	
					017-420-1399-4300 Total :	74.68 74.68
						74.00
231764	6/20/2023	102988 SAFETY-KLEEN SYSTEMS INC.	91541196		USED OIL RECYCLING 041-320-0000-4450	287.00
					Total :	287.00
231765	6/20/2023	892856 SALAS, JUAN	REIMB1		OFFICE SUPPLIES	
201700	0/20/2020	002000 07.12.10, 007.11	TEMB. 1		001-422-0000-4300	237.76
			REIMB2		SENIOR CLUB SUPPLIES	
					004-2380 001-424-0000-4260	55.06 281.12
					001-190-0000-4267	192.68
					001-420-0000-4390 Total :	7.44 774.06
						774.06
231766	6/20/2023	103057 SAN FERNANDO VALLEY SUN	11932		PH NOTICE-USER FEE UPDATE	207.00
					001-115-0000-4230 Total :	297.00 297.00
231767	6/20/2023	102967 SCOTT FAZEKAS & ASSOCIATES INC	22374		PLAN CHECK SERVICES	
231707	0/20/2023	102307 GCOTT FAZERAG & AGGOCIATES INC	22374		001-2698	1,331.19
					032-390-0765-4600	232.50
			22454	12897	BUILDING PLAN CHECK & BUILDING OF 001-140-0000-4270	1,386.24
				.2007	Total :	2,949.93

vchlist

EXHIBIT "A" RES. NO. 23-062

vchlist Voucher List 06/14/2023 4:16:22PM CITY OF SAN FERNANDO Bank code : bank3 Voucher Date Vendor Invoice PO# Description/Account Amount 231768 6/20/2023 103184 SMART & FINAL 0020 SUPPLIES FOR PW LUNCH MEETING 001-310-0000-4300 SENIOR EXPO SUPPLIES 130.60 0097 004-2346 368.65 PD OPEN HOUSE SUPPLIES 001-222-0000-4300 0296 189.54 0366 REFRESHMENTS-SENIOR EXPO 004-2346 543.99 0403 MEMORIAL DAY SUPPLIES 001-424-0000-4300 105.88 MEMORIAL DAY SUPPLIES 001-424-0000-4300 142 80 Total: 1,481.46 231769 6/20/2023 894436 SOLORIO, FRANCISCO JAVIER FEB, MAR & APR 2023 COMMISSIONER'S STIPEND 225.00 001-150-0000-4111 Total : 225.00 ELECTRIC-VARIOUS LOCATIONS 231770 6/20/2023 103202 SOUTHERN CALIFORNIA EDISON CO. 600000512389 11,646.38 027-344-0000-4210 2,732.74 20,869.54 029-335-0000-4210 070-384-0000-4210 043-390-0000-4210 12,024.60 ELECTRIC-METER FOR MALL-MACLAY, 030-341-0000-4210 700136176526 74.19 47,347.45 231771 6/20/2023 103202 SOUTHERN CALIFORNIA EDISON CO. 700301226571 ELECTRIC-1117 2ND ST 043-390-0000-4210 2.99 700360580265 ELECTRIC-910 FIRST 043-390-0000-4210 7,222.46 ELECTRIC-190 PARK 027-344-0000-4210 700577150347 854.58 8,080.03 231772 6/20/2023 103206 SOUTHERN CALIFORNIA GAS CO. 176-827-9776 NATURAL GAS-CNG STATION 074-320-0000-4402 12,000.90

Invoice ORNIA GAS CO. (Con 568177 568182 568184 568186	PO #	Description/Account Total: PEST EXTERMINATION FOR ALL CITY F 043-390-0000-4330	Amount 12,000.90
ORNIA GAS CO. (Con 568177 568182 568184	ntinued)	Total : PEST EXTERMINATION FOR ALL CITY F	
568177 568182 568184	•	PEST EXTERMINATION FOR ALL CITY F	12,000.90
568182 568184	12773		
568184	12773	043-390-0000-4330	
568184			94.00
		PEST EXTERMINATION FOR ALL CITY F	
	12773	043-390-0000-4330	62.00
568186	12773	PEST EXTERMINATION FOR ALL CITY F 043-390-0000-4330	135.00
	12//3	PEST EXTERMINATION FOR ALL CITY F	135.00
300100	12773	043-390-0000-4330	95.00
568187	.2.70	PEST EXTERMINATION FOR ALL CITY F	00.00
	12773	043-390-0000-4330	85.00
568188		PEST EXTERMINATION FOR ALL CITY F	
	12773	043-390-0000-4330	85.00
571672		PEST EXTERMINATION FOR ALL CITY F	
	12773	043-390-0000-4330	55.00
		Total :	611.00
FTB-00005687		FTB COLLECTION FEES (OFFSETS)	
		001-222-0000-4260	601.24
		Total :	601.24
CT452643		NSF CERTIFIED BULK SALT FOR THE IC	
	12861	070-384-0000-4300	5.334.03
CT486920		NSF CERTIFIED BULK SALT FOR THE IC	
	12861	070-384-0000-4300	5,393.57
		Total :	10,727.60
. 004		MEMORIAL DAY CATERING	
		001-424-0000-4260	1,000.00
		Total:	1,000.00
MAY 2022 4		FITNESS INSTRUCTOR	
WAY 2023-1			256.50
MAY 2023-2			250.50
WIM1 2023-2			100.00
			356.50
	MAY 2023-1 MAY 2023-2		Total : MAY 2023-1 FITNESS INSTRUCTOR 017-420-1321-4260

Voucher List

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oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amour
231778	6/20/2023	888821 THE GOODYEAR TIRE & RUBBER CO	0000036607		TIRES FOR CITY FLEET	
				12810	041-1215	728.4
					Total :	728.4
231779	6/20/2023	101528 THE HOME DEPOT CRC, ACCT#603532202	2490 0223896		EQUIPMENT RETURNED	
					070-384-0000-4340	-826.8
			032623		FINANCE CHARGES	
			002020		070-384-0000-4300	19.4
			0392397		MISC SUPPLIES	
			0002001		030-341-0000-4300	287.5
			042523		FINANCE CHARGES	201.0
			042020		070-384-0000-4300	55.4
			1012624		DEPT SUPPLIES	00.4
			1012024		070-384-0000-4300	55.1
			1015652		DEPT SUPPLIES	33.1
			1013032		070-384-0000-4300	96.5
			25873		DEPT SUPPLIES	30.3
			23073		070-384-0000-4300	333.4
			3530409		HEAT GUN	333.4
			3530409			404.0
					074-320-0000-4400	164.2
			392394		MISC SUPPLIES AND SMALL TOOLS	
					001-370-0000-4300	1,131.5
			392395		MISC SUPPLIES & SMALL TOOLS	
					029-335-0000-4300	1,252.8
			392396		SMALL HAND TOOLS	
					029-335-0000-4340	247.0
			3974861		PARTS FOR WELL 3	
					070-384-0000-4330	65.2
			4583992		EQUIPMENT PURCHASED	
					070-384-0000-4340	826.8
			7145668		SMALL TOOLS	
					041-320-0000-4310	110.2
			7531814		MISC SUPPLIES	
					001-152-0000-4300	84.9
			9014871		SMALL TOOLS	
					070-384-0000-4340	79.2
						Page: 2

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Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
231779	6/20/2023	101528	101528 THE HOME DEPOT CRC,	ACCT#6035322((Continued))	Total	:	3,982.89
231780	6/20/2023	892525 T	-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS-001-420-0000-4220 043-390-0000-4310 Total		29.40 19.74 49.14
231781	6/20/2023	887591 T	OM BROHARD & ASSOCIATES	2023-16	12752	TRAFFIC ENGINEERING SERVICES-M 001-310-0000-4270 Total		2,360.00 2,360.00
231782	6/20/2023	888399 T	ORO ENTERPRISES INC.	16710-R	12885 12885 12885	PACOIMA WASH BIKEWAY & PEDESTI 010-311-0551-4600 010-311-0647-4600 010-311-0549-4600 010-2037	1 1 1	00,000.00 00,000.00 78,975.75 18,948.79 360,026.96
231783	6/20/2023	893504 T	OWN HALL STREAMS, LLC	14888		STREAM SERVICES-JUNE 2023 001-115-0000-4260 Total	:	175.00 175.00
231784	6/20/2023	894459 T	RUJILLO, AVELINA	43-1040-02		WATER ACCT REFUND-545 N MEYER 070-2010 Total	:	5,500.00 5,500.00
231785	6/20/2023	894271 T	T TECHNOLOGIES INC.	0242554		MISC SUPPLIES 070-383-0000-4310 Total	:	203.44 203.44
231786	6/20/2023	103503 L	I.S. POSTAL SERVICE, NEOPOST POS	STAGE (15122187		POSTAGE MACHINE REIMB 001-190-0000-4280 Total	:	1,500.00 1,500.00
231787	6/20/2023	103445 L	INDERGROUND SERVICE ALERT	22-2304351 520230705		CA STATE FEE-REGULARTORY COST 070-381-0000-4260 (72) NEW TICKET CHARGES 070-381-0000-4260	6	32.42 136.00

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vchlist		Voucher List
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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231787	6/20/2023	103445 UNDERGROUND SERVICE AL	LERT (Continued)		Total :	168.42
231788	6/20/2023	893167 UNITED MAINTENANCE SYSTEMS	15510	12794	JANITORIAL SERVICES CONTRACT#19 043-390-0000-4260 Total :	17,850.00 17,850.0 0
231789	6/20/2023	103439 UPS	831954223		COURIER SERVICES 001-190-0000-4280 Total :	128.61 128.61
231790	6/20/2023	893740 UTILITY SYSTEMS SCIENCE &	COSF_05/09-06/08 COSF_05/1-05/31	12753 12753	WASTEWATER FLOW MONITORING & \$ 072-360-0000-4260 WASTEWATER FLOW MONITORING & \$ 072-360-0000-4260	770.00 540.00
231791	6/20/2023	893647 VALEO NETWORKS	23099	12760	Total: IT MANAGEMENT & VEEAM CLOUD CO 001-135-0000-4270 IT MANAGEMENT & VEEAM CLOUD CO	1,310.00
231792	6/20/2023	103534 VALLEY LOCKSMITH	1516	12760	001-135-0000-4260 Total: LOCKSMITH SERVICES FOR ALL FACIL	775.70 11,106.03
231793	6/20/2023	892794 VENEGAS, JULIAN	REIMB.	12787	043-390-0000-4330 Total: COMMUNITY MEETING REFRESHMEN	607.00 607.00
					001-420-0000-4300 Total :	28.16 28.1 6
231794	6/20/2023	892081 VERIZON BUSINESS SERVICES	7258377		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220 Total:	342.11 342.11
231795	6/20/2023	894464 VERIZON WIRELESS SERVICES, LLC	9022322983		PHONE RECORDS 001-224-0000-4270 Total :	725.00 725.00

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amou
231796	6/20/2023	100101 VERIZON WIRELESS-LA	9935083677		MDT MODEMS-PD UNITS	
					001-222-0000-4220	336.0
			9935478034		PD CELL PHONE PLANS	
					001-222-0000-4220	176.0
					001-152-0000-4220	152.0
			9935772384		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	568.
					070-384-0000-4220	41.
			9935783804		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	155.0
					043-390-0000-4220	25.9
					041-320-0000-4220	25.9
			0025705225		072-360-0000-4220	36.0
			9935795225		VARIOUS CELL PHONE PLANS 001-106-0000-4220	42.0
					070-384-0000-4220	56.
					070-364-0000-4220	
					iotai	. 1,010.
231797	6/20/2023	103603 VULCAN MATERIALS COMPANY	73648714		BASE & COLD MIX FOR UTILITY TRENG	:
				12779	070-383-0000-4310	2,246.
					Total	2,246.
231798	6/20/2023	894441 WESTLAKE ACE HARDWARE	15202289		CHAINSAW	
					001-311-0000-4300	897.
			15202292		CHAINSAW AND BLOWER	
					001-311-0000-4300	1,226.
					Total	: 2,124.
231799	6/20/2023	890970 WEX BANK	89519600		FUEL FOR FLEET	
					041-320-0152-4402	360.
					041-320-0221-4402	702.
					041-320-0222-4402	176.
					041-320-0224-4402	1,798.
					041-320-0225-4402	4,706.
					041-320-0228-4402	664.
					041-320-0311-4402	1,612.
					041-320-0320-4402	200.0
						Page: '

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amour
231799	6/20/2023	890970 WEX BANK	(Continued)		041-320-0370-4402 041-320-0390-4402 029-335-0000-4402 070-381-0000-4402 070-382-0000-4402 070-383-0000-4402 070-384-0000-4402 072-360-0000-4402	930.3 2,172.7 133.8 43.2 345.9 1,046.1 417.1 558.6 15,869.2
231800	6/20/2023	894009 WILLDAN ENERGY SOLUTIONS	3	12905	HVAC FOR CITY FACILITIES 032-390-0765-4600 032-2037	805,000.0 -40,250.0 764,750.0
231801	6/20/2023	891531 WILLDAN ENGINEERING	00337622 00418562	12814 12814 12814 12814 12814 12814	ON-CALL ENGINEERING SERVICES 001-310-0000-4270 024-371-0562-4600 025-311-0565-4600 024-311-0551-4600 012-311-0552-4600 001-310-0000-4270 CONSTRUCTION MGMT FOR PACOIMA	2,667.2 390.0 4,154.5 910.0 65.0 15,782.0
			00625497	12849 12814	024-311-0551-4600 ON-CALL ENGINEERING SERVICES 025-311-0565-4600 Total :	45,217.3 9,456.0 78,642.1
231802	6/20/2023	894399 ZIYALOV, ART	REIMB.		SURFACE PRO-WORK TABLET 001-130-0000-4300 Total :	1,773.4 1,773.4
	Vouchers in	r bank code : bank3			Bank total : Total vouchers :	2,595,505.7 2,595,505.7
						Page: 2
						Page: 2
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Voucher Registers are not final until approved by Council.

Voucher

____ Date ___ Vendor

Amount

SPECIAL CHECKS

EXHIBIT "A"
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Bank code :	bank3						
oucher/	Date	Vendor	Invoice	PO #	Description/Account		Amoun
231549	6/1/2023	100286 BAKER, BEVERLY	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.6 8
231550	6/1/2023	100916 DEIBEL, PAUL	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231551	6/1/2023	894378 GARCIA, BERTHA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	603.64 603.6 4
231552	6/1/2023	101781 KISHITA, ROBERT	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.2 5
231553	6/1/2023	101926 LILES, RICHARD	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231554	6/1/2023	102126 MARTINEZ, MIGUEL	23-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	603.64 603.6 4
231555	6/1/2023	891031 ORTEGA, JIMMIE	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231556	6/1/2023	891354 RAMIREZ, ROSALINDA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.2 5
231557 6/	6/1/2023	102940 RUIZ, RONALD	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.29 587.2 9
231558	6/1/2023	892782 TIGHE, DONNA	23-Jun		CALPERS HEALTH REIMB		

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
231558	6/1/2023	892782 TIGHE, DONNA	(Continued)				
					001-180-0000-4127	Total :	132.25 132.25
10	Vouchers fo	or bank code : bank3				Bank total :	3,147.06
10	Vouchers in	this report			Tota	al vouchers :	3,147.06

Voucher Registers are not final until approved by Council.

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
231559	6/1/2023	100091 AGORICHAS, JOHN	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231560	6/1/2023	891039 AGUILAR, JESUS	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	415.50 415.5 0
231561	6/1/2023	100104 ALBA, ANTHONY	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.0 4
231562	6/1/2023	891011 APODACA-GRASS, ROBERTA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231563	6/1/2023	100260 AVILA, FRANK	23-Jun		CALPERS HEALTH REIMB 041-180-0000-4127	Total :	1,358.28 1,358.2 8
231564	6/1/2023	100306 BARNARD, LARRY	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	879.00 879.0 0
231565	6/1/2023	100346 BELDEN, KENNETH M.	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,342.00 1,342.0 0
231566	6/1/2023	892233 BUZZELL, CAROL	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.6 8
231567	6/1/2023	891350 CALZADA, FRANK	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total:	448.36 448.3 6
231568	6/1/2023	100642 CASTRO, RICO	23-Jun		CALPERS HEALTH REIMB	iotai .	440.30

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
231568	6/1/2023	100642 CASTRO, RICO	(Continued)	·			
					001-180-0000-4127	Total :	1,834.18 1,834.18
231569	6/1/2023	103816 CHAVEZ, ELENA	23-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	587.29 587.29
231570	6/1/2023	100752 COLELLI, CHRISTIAN	23-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	1,811.06 1,811.06
						iolai .	1,011.00
231571	6/1/2023	891014 CREEKMORE, CASIMIRA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		269.02
					55. 155 5555 1.2.	Total :	269.02
231572	6/1/2023	893711 DAVIS, JAMES	23-Jun		CALPERS HEALTH REIMB		
					072-180-0000-4127		1,534.22
						Total :	1,534.22
231573	6/1/2023	100913 DECKER, CATHERINE	23-Jun		CALPERS HEALTH REIMB 070-180-0000-4127		269.02
					070-100-0000-4127	Total :	269.02
231574	6/1/2023	100925 DELGADO, RALPH	23-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127		448.36
						Total :	448.36
231575	6/1/2023	101667 DIAZ, EVELYN	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		1,325.58
					001-180-0000-4127	Total :	1,325.58
231576	6/1/2023	100960 DIEDIKER, VIRGINIA	23-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127		269.02
						Total :	269.02
231577	6/1/2023	100996 DRAKE, JOYCE	23-Jun		CALPERS HEALTH REIMB		260.00
					001-180-0000-4127		269.02

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-062

 vchlist
 Voucher List

 05/31/2023
 4:07:45PM
 CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
231577	6/1/2023	100996 DRAKE, JOYCE	(Continue	i)		Total:	269.02
231578	6/1/2023	100995 DRAKE, MICHAEL	23-Jun		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	134.51 134.51 269.02
231579	6/1/2023	100997 DRAPER, CHRISTOPHER	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,811.06 1,811.06
231580	6/1/2023	101044 ELEY, JEFFREY	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,949.00 1,949.00
231581	6/1/2023	891040 FISHKIN, RIVIAN	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.25
231582	6/1/2023	101178 FLORES, ADRIAN	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,325.58 1,325.58
231583	6/1/2023	101182 FLORES, MIGUEL	23-Jun		CALPERS HEALTH REIMB 043-180-0000-4127	Total :	1,325.58 1,325.58
231584	6/1/2023	892103 GAJDOS, BETTY	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.25
231585	6/1/2023	891351 GARCIA, DEBRA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,856.80 1,856.80
231586	6/1/2023	101281 GARIBAY, SAUL	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		2,280.31

vchlist 05/31/2023	4:07:45P	М		Voucher L CITY OF SAN FE				Page: 4
Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
231586	6/1/2023	101281	101281 GARIBAY, SAUL	(Continue	ed)		Total :	2,280.31
231587	6/1/2023	101318	GLASGOW, KEVIN	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,811.06 1,811.06
231588	6/1/2023	891020	GLASGOW, ROBERT	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	314.00 314.00
231589	6/1/2023	101333	GODINEZ, FRAZIER C.	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,768.55 1,768.55
231590	6/1/2023	101409	GUERRA, LAUREN E	23-Jun		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	587.29 587.29
231591	6/1/2023	891021	GUIZA, JENNIE	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.02
231592	6/1/2023	102896	GUZMAN, ROSA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.29 587.29
231593	6/1/2023	891352	HADEN, SUSANNA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	603.64 603.64
231594	6/1/2023	101440	HALCON, ERNEST	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,342.00 1,342.00
231595	6/1/2023	891918	HARTWELL, BRUCE	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.04

4

3

SPECIAL CHECKS

EXHIBIT "A" RES. NO. 23-062

 vchlist
 Voucher List

 05/31/2023
 4:07:45PM
 CITY OF SAN FERNANDO

Voucher	Date	Vendor	Invoice	PO#	Description/Account		Amoun
231596	6/1/2023	101465 HARVEY, DAVID	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.29 132.2 9
231597	6/1/2023	101466 HARVEY, DEVERY MICHAEL	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,217.00 1,217.0 0
231598	6/1/2023	101471 HASBUN, NAZRI A.	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.29 587.2 9
231599	6/1/2023	891023 HATFIELD, JAMES	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.0 4
231600	6/1/2023	892104 HERNANDEZ, ALFONSO	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,272.92 1,272.9 2
231601	6/1/2023	891024 HOOKER, RAYMOND	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231602	6/1/2023	893616 HOUGH, LOIS	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.6 8
231603	6/1/2023	101597 IBRAHIM, SAMIR	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	415.50 415.5 0
231604	6/1/2023	101694 JACOBS, ROBERT	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	879.00 879.0 0
231605	6/1/2023	892105 KAHMANN, ERIC	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		415.50

vchlist 05/31/2023	4:07:45P	М	Voucher List CITY OF SAN FERNA	NDO		Pa	ige: 6
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
231605	6/1/2023	892105 892105 KAHMANN, ERIC	(Continued)			Total :	415.50
231606	6/1/2023	101786 KLOTZSCHE, STEVEN	23-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	448.36 448.36
231607	6/1/2022	891866 KNIGHT, DONNA	23-Jun		CALPERS HEALTH REIMB	rotur.	440.00
231007	0/1/2023	031000 KNIGITI, DONNA	25-5011		001-180-0000-4127		123.03
						Total :	123.03
231608	6/1/2023	892929 LEWIS, WANDA	23-Jun		CALPERS HEALTH REIMB		200.00
					001-180-0000-4127	Total :	269.02 269.0 2
231609	6/1/2023	891043 LIEBERMAN, LEONARD	23-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127		132.25
						Total :	132.25
231610	6/1/2023	101933 LITTLEFIELD, LESLEY	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		269.02
					001 100 0000 1121	Total:	269.02
231611	6/1/2023	102045 LLAMAS-RIVERA, MARCOS	23-Jun		CALPERS HEALTH REIMB		
					070-180-0000-4127	Total :	1,361.42 1,361.42
231612	6/1/2022	102059 MACK, MARSHALL	23-Jun		CALPERS HEALTH REIMB		.,0011-12
231012	0/1/2023	102039 WINGIN, WININGTIALE	25-5011		001-180-0000-4127		587.29
						Total :	587.29
231613	6/1/2023	891010 MAERTZ, ALVIN	23-Jun		CALPERS HEALTH REIMB		007.01
					001-180-0000-4127	Total :	397.06 397.0 6
231614	6/1/2023	888037 MARTINEZ, ALVARO	23-Jun		CALPERS HEALTH REIMB		
					001-180-0000-4127		1,676.48
						Total :	1,676.48

vchlist

05/31/2023

SPECIAL CHECKS

EXHIBIT "A" RES. NO. 23-062

Voucher List 4:07:45PM CITY OF SAN FERNANDO

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
231615	6/1/2023	102206 MILLER, WILMA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231616	6/1/2023	102212 MIRAMONTES, MONICA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	555.22 555.2 2
231617	6/1/2023	102232 MIURA, HOWARD	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231618	6/1/2023	892106 MONTAN, EDWARD	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.68
231619	6/1/2023	102365 NAVARRO, RICARDO A	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	448.36 448.3 6
231620	6/1/2023	102473 ORDELHEIDE, ROBERT	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,878.60 1,878.6 0
231621	6/1/2023	102483 OROZCO, ELVIRA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.6 8
231622	6/1/2023	102486 ORSINI, TODD	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,039.79 2,039.7 9
231623	6/1/2023	102569 PARKS, ROBERT	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,949.00 1,949.0 0
231624	6/1/2023	102580 PATINO, ARMANDO	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127		1,949.00

e:	Pa		0	Voucher Li CITY OF SAN FER	И	4:07:45P	rchlist 05/31/2023
						bank3	Bank code :
Amoun		Description/Account	PO #	Invoice	Vendor	Date	Voucher
1,949.0	Total :			(Continued	102580 102580 PATINO, ARMANDO	6/1/2023	231624
448.3 448.3	Total :	CALPERS HEALTH REIMB 001-180-0000-4127		23-Jun	102527 PISCITELLI, ANTHONY	6/1/2023	231625
314.0 314.0	Total :	CALPERS HEALTH REIMB 001-180-0000-4127		23-Jun	891033 POLLOCK, CHRISTINE	6/1/2023	231626
1,358.2 1,358.2	Total :	CALPERS HEALTH REIMB 001-180-0000-4127		23-Jun	102735 QUINONEZ, MARIA	6/1/2023	231627
852.9 8 52.9	Total :	CALPERS HEALTH REIMB 001-180-0000-4127		23-Jun	891034 RAMSEY, JAMES	6/1/2023	231628
879.0 879.0	Total :	CALPERS HEALTH REIMB 001-180-0000-4127		23-Jun	102864 RIVETTI, DOMINICK	6/1/2023	231629
1,856.8 1,856.8	Total :	CALPERS HEALTH REIMB 001-180-0000-4127		23-Jun	102936 RUELAS, MARCO	6/1/2023	231630
132.2 132.2	Total :	CALPERS HEALTH REIMB 001-180-0000-4127		23-Jun	891044 RUSSUM, LINDA	6/1/2023	231631
1,325.5 1,325.5	Total :	CALPERS HEALTH REIMB 001-180-0000-4127		23-Jun	103005 SALAZAR, TONY	6/1/2023	231632
1,768.5 1,768.5	Total :	CALPERS HEALTH REIMB 043-180-0000-4127		23-Jun	103118 SENDA, OCTAVIO	6/1/2023	231633

SPECIAL CHECKS

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vchlist Voucher List
05/31/2023 4:07:45PM CITY OF SAN FERNANDO

Voucher	Date	Vendor	Invoice	PO#	Description/Account		Amoun
231634	6/1/2023	892107 SHANAHAN, MARK	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	415.50 415.5 0
231635	6/1/2023	891035 SHERWOOD, NINA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.00 269.0 0
231636	6/1/2023	103175 SKOBIN, ROMELIA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,272.92 1,272.9 2
231637	6/1/2023	893677 SOLIS, MARGARITA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	517.13 517.1 3
231638	6/1/2023	103220 SOMERVILLE, MICHAEL	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,449.00 1,449.0 0
231639	6/1/2023	103394 TORRES, RACHEL	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231640	6/1/2023	889588 UFANO, VIRGINIA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.2 5
231641	6/1/2023	103516 VAIRO, ANTHONY	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,449.00 1,449.0 0
231642	6/1/2023	888417 VALDIVIA, LAURA	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
231643	6/1/2023	103550 VANICEK, JAMES	23-Jun		CALPERS HEALTH REIMB 070-180-0000-4127		1,358.28

vchlist 05/31/2023	4:07:45P	м	Voucher List CITY OF SAN FERNANDO		Page: 1
Bank code :	bank3				
Voucher	Date	Vendor	Invoice PO	# Description/Account	Amoun
231643	6/1/2023	103550 103550 VANICEK, JAMES	(Continued)	Tota	I: 1,358.2
231644	6/1/2023	103562 VASQUEZ, JOEL	23-Jun	CALPERS HEALTH REIMB 070-180-0000-4127 Tota	1,949.0 I: 1,949.0
231645	6/1/2023	888562 VILLALPANDO, SEBASTIAN FRAN	K 23-Jun	CALPERS HEALTH REIMB 070-180-0000-4127 Tota	415.5 I: 415.5
231646	6/1/2023	103692 VILLALVA, FRANCISCO	23-Jun	CALPERS HEALTH REIMB 001-180-0000-4127 Tota	1,768.5 I: 1,768.5
231647	6/1/2023	891038 WAITE, CURTIS	23-Jun	CALPERS HEALTH REIMB 001-180-0000-4127 Tota	689.0
231648	6/1/2023	103612 WALKER, MICHAEL	23-Jun	CALPERS HEALTH REIMB 027-180-0000-4127 Tota	210.9 I: 210.9
231649	6/1/2023	103620 WARREN, DALE	23-Jun	CALPERS HEALTH REIMB 072-180-0000-4127 Tota	132.2· I: 132.2
231650	6/1/2023	891036 WATT, DAVID	23-Jun	CALPERS HEALTH REIMB 001-180-0000-4127 Tota	689.0·
231651	6/1/2023	893690 WATTS, STEVE M.	23-Jun	CALPERS HEALTH REIMB 072-180-0000-4127	886.8 I: 886.8
231652	6/1/2023	891037 WEBB, NANCY	23-Jun	CALPERS HEALTH REIMB 001-180-0000-4127	269.0

vchlist

SPECIAL CHECKS Voucher List

EXHIBIT "A"
RES. NO. 23-062

05/31/2023	4:07:45P	М	CITY OF SAN FEI	CITY OF SAN FERNANDO					
Bank code :	bank3								
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
231653	6/1/2023	103643 WEDDING, JEROME	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	689.04 689.04			
231654	6/1/2023	103727 WYSBEEK, DOUDE	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	269.02 269.02			
231655	6/1/2023	103737 YNIGUEZ, LEONARD	23-Jun		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	689.04 689.04			
9	7 Vouchers fo	or bank code : bank3			Bank total :	79,429.06			
9	7 Vouchers in	this report			Total vouchers :	79,429.06			

Voucher Registers are not final until approved by Council.

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1 Vouchers for bank code :

SPECIAL CHECKS

EXHIBIT "A"
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2,000.00

Bank total :

 vchlist
 Voucher List

 06/01/2023
 9:27:15AM
 CITY OF SAN FERNANDO

bank3

 Bank code :
 bank3

 Youcher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 231656
 5/31/2023
 894451
 ALEJANDRA ACUNA, PHD, LCSW
 CONTRACT 2156
 EVALUATION SRVS-YOUTH INVEST. PF

001-190-3649-4267 280.00 110-422-3649-4450 1,720.00 Total: 2,000.00

1 Vouchers in this report Total vouchers : 2,000.00

Voucher Registers are not final until approved by Council.

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vchlist 06/01/2023

11:45:46AM

Voucher List CITY OF SAN FERNANDO

Bank code :	bank3				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
231657	5/5/2023 893115 P.E.R.S. CITY RETIREMENT	100000017108305		EMPL CONTRIB VARIANCE-03/25-04/07	
				018-222-0000-4124	251.85
				018-224-0000-4124	188.89
				018-225-0000-4124	2,707.42
				Total :	3,148.16
1	1 Vouchers for bank code : bank3			Bank total :	3,148.16
1	1 Vouchers in this report			Total vouchers :	3,148.16

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

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 vchlist
 Voucher List

 06/01/2023
 1:30:35PM
 CITY OF SAN FERNANDO

Bank code: bank3

 Voucher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 231658
 6/6/2023
 102519 P.E.R.S.
 JUNE 2023
 HEALTH INS BENEFITS - JUNE 2023

001-1160 165,507.47 **Total**: **165,507.47**

 Total:
 1 65,507.47

 1 Vouchers for bank code:
 bank3
 Bank total:
 165,507.47

1 Vouchers in this report Total vouchers : 165,507.47

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SPECIAL CHECK

EXHIBIT "A"
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 Voucher List

 06/08/2023
 9:23:25AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231659	6/8/2023	103648 CITY OF SAN FERNANDO	PR 6/9/223		REIMB FOR PAYROLL W/E 6/2/23	
					001-1003	559,856.76
					007-1003	2,114.53
					017-1003	691.60
					027-1003	2,192.09
					029-1003	2,455.30
					030-1003	4,643.82
					041-1003	7,319.09
					043-1003	26,370.59
					070-1003	60,006.41
					072-1003	11,796.12
					094-1003	953.84
					110-1003	8,432.03
					Total :	686,832.18
1	Vouchers fo	or bank code : bank3			Bank total :	686,832.18
1	Vouchers in	this report			Total vouchers :	686,832.18

Voucher Registers are not final until approved by Council.

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3:09:03PM

vchlist

06/12/2023

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Voucher List CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231660	6/12/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - JUNE 2023 001-1160 Total :	2,338.43 2,338.43
231661	6/12/2023	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - JUNE 2023 001-1160 Total :	176.22 176.22
231662	6/12/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - JUNE 2023 001-1160 Total :	11,024.65 11,024.65
231663	6/12/2023	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - JUNE 2023 001-1160 Total :	4,512.88 4,512.88
4	Vouchers fo	or bank code : bank3			Bank total :	18,052.18
4	Vouchers in	this report			Total vouchers :	18,052.18

Voucher Registers are not final until approved by Council.

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1 Vouchers in this report

SPECIAL CHECK
Voucher List

CITY OF SAN FERNANDO

EXHIBIT "A"
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2,816.12

Total vouchers :

vchlist 06/13/2023 4:12:36PM

Bank code : Voucher Date Vendor PO # Description/Account Invoice Amount 231664 5/22/2023 893115 P.E.R.S. CITY RETIREMENT 100000017108325 EMPL CONTRIB VARIANCE-04/08-04/21 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124 225.28 168.96 2,421.88 **2,816.12** Total: bank3 Bank total : 2,816.12 1 Vouchers for bank code :

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: Erica D. Melton, Director of Finance/City Treasurer

Date: June 20, 2023

Consideration to Adopt a Resolution Authorizing the Director of Finance/City Subject:

Treasurer, Senior Accountant or Designee to Invest Surplus Funds

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8238 (Attachment "A") authorizing the Director of Finance/City Treasurer, Senior Accountant or designee to invest surplus funds.

BACKGROUND:

- 1. Pursuant to Government Code Section 53607, the City Council may delegate authority to the City Treasurer to make investments. This authority must be delegated annually.
- 2. On May 5, 2022, City Council adopted Resolution No. 8067 authorizing the Director of Finance/City Treasurer and Senior Accountant to invest surplus funds.

ANALYSIS:

Government surplus funds are defined as excess funds on hand that are not needed to meet current expenses. Examples of current expenses include employee payroll, payments to vendors for good delivered or services rendered, and/or payments on outstanding debt.

Cities invest surplus funds for several reasons, including but not limited to:

- 1. Increasing Revenue: By investing surplus funds, cities can earn additional revenue in the form of interest, dividends, and capital gains.
- 2. Smoothing Out Cash Flow: Cities may hold surplus funds in investments that can be easily accessed to address unexpected expenditures, thereby smoothing out cash flow.

FINANCE DEPARTMENT

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REVIEW:

Consideration to Adopt a Resolution Authorizing the Director of Finance/City Treasurer and Senior Accountant to Invest Surplus Funds

Page 2 of 2

- 3. Meeting Long-term Obligations: Cities may need to invest surplus funds to facilitate the payment of long-term debt obligations, such as bonds and pensions.
- 4. Maintaining Adequate Reserves: Cities must maintain adequate reserves to cover for emergencies such as natural disasters, unexpected expenses, and unforeseen revenue shortfalls.

Pursuant to Government Code Section 53607, the City Council must adopt a resolution each year delegating authority to staff to invest surplus City funds. The proposed Resolution renews the delegation of authority to invest the City's surplus funds to the Director of Finance/City Treasurer and Senior Accountant for one year (i.e., Fiscal Year 2023-2024), while incorporating authority to a "designee" in the event of an emergency. The Director of Finance/City Treasurer and Senior Accountant are both senior level management staff responsible for monitoring the City's investment portfolio and adhering to the City's Investment Policy.

BUDGET IMPACT:

There is no impact to the budget associated with authorizing the Director of Finance/City Treasurer, Senior Accountant or designee to invest surplus funds as staff time involved in associated work is included in the Finance Department's work plan.

CONCLUSION:

Staff recommends that City Council adopt Resolution No. 8238 (Attachment "A") authorizing the Director of Finance/City Treasurer, Senior Accountant or designee to invest surplus funds in compliance with Government Code Section 53607.

ATTACHMENT:

A. Resolution No. 8238

RESOLUTION NO. 8238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF FINANCE/CITY TREASURER AND SENIOR ACCOUNTANT TO INVEST SURPLUS FUNDS

WHEREAS, the City Council of the City of San Fernando has determined that, as a policy and practice of the City, any monies ("Surplus Funds") in a sinking fund of, or surplus money in, its treasury not required for the immediate necessities of the City, may be invested in such a manner as to maximize the return thereof for the benefit of the City, its citizens and its taxpayers.

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

SECTION 1. Any portion of any Surplus Funds in a sinking fund of, or surplus money in, the City Treasury not required for the immediate necessities of the City may be invested by the City in any investment medium permissible under state law for the investment of the funds of a General Law city.

SECTION 2. The investment of all Surplus Funds shall be made and maintained pursuant to Section 53601 of Title 5, Division 2 of the California Government Code.

SECTION 3. The authority of the City Council to invest or to reinvest surplus funds of the City, or to sell or exchange securities so purchased, is hereby delegated by the City Council to the Director of Finance/City Treasurer, Senior Accountant or designee of the City, who both shall assume full responsibility for such transactions until such time as this delegation of authority is revoked, and who shall make monthly reports of any and all such transactions to the City Council.

SECTION 4. The authority of the City Council is hereby delegated to the Director of Finance/City Treasurer, Senior Accountant or designee to deposit for safekeeping with a federally chartered or state chartered savings and loan association, a trust company or a state or national bank located within the State of California or with the Federal Reserve Bank of San Francisco or any branch thereof within the state, or with any Federal Reserve Bank or with any state or national bank located in any city designated as a reserve city by the Boards of Governors of the Federal Reserve System, the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness in which the Surplus Funds of the City is invested pursuant to this Resolution. The Director of Finance/City Treasurer, Senior Accountant or designee shall take from such financial institution a receipt for securities so deposited. Director of Finance/City Treasurer, Senior Accountant or designee shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the Director of Finance/City Treasurer, Senior Accountant or designee.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 20th day of June, 2023.

ATTEST:	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
Julia Fritz, City Clerk	

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full true, and correct copy of Resolution No. 8238 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 20 th day of June, 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 June, 2023.
Julia Fritz, 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: June 20, 2023

Subject: Consideration to Adopt a Resolution Approving the Annual Investment Policy for

Fiscal Year 2023-2024

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8239 (Attachment "A"), approving the annual Investment Policy for Fiscal Year (FY) 2023-2024.

BACKGROUND:

- 1. On January 1, 1996, Senate Bill 564 (SB 564) went into effect that requires the City Treasurer to prepare a statement of investment policy and present it annually to the legislative body for consideration at a public meeting.
- Since 1996, the City's Investment Policy has been reviewed annually by the City Manager, Director of Finance, and City Treasurer and has been presented to the City Council for approval.
- 3. On May 2, 2022, the City Council adopted Resolution No. 8143 approving the Annual Investment Policy for FY 2022-2023.

ANALYSIS:

Pursuant to California Government Code Sections, 53600 et. Seq. and the City's Comprehensive Financial Policy (Resolution No. 7767), the City Council must adopt an Investment Policy annually to ensure that proper controls and safeguards are maintained. The Government Code and City Policy require that City funds shall be maintained in a prudent and diligent manner with emphases on liquidity, safety, and yield, in that order.

In addition to liquidity, safety, and yield, the goal of a good investment policy is to enhance the economic status of the City while protecting funds under management and meeting the daily

FINANCE DEPARTMENT

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REVIEW: ⊠ Finance Director

☐ Deputy City Manager

□ City Manager

Consideration to Adopt a Resolution Approving the Annual Investment Policy for Fiscal Year 2023-2024 Page 2 of 3

cash flow demands of the City. The following changes have been made to the proposed Investment Policy from the prior year:

- Revisions to the title Finance Director to Director of Finance/City Treasurer;
- Disclaimer that authorized investment policy is not inclusive of funds held by the California Public Employees Retirement System (CalPERS), Deferred Compensation programs (e.g., ICMA, etc.), or the Multiple Employer OPEB/Pension 115 Trust (Section 115 Irrevocable Trust);
- Inclusion of Tennessee Valley Authority (TVA) and Federal Agricultural Mortgage Corp (FAMCA) to US Agencies;
- Addition of state and federal credit unions insured by National Credit Union Administration (NCUA) as authorized certificate of deposit type;
- Inclusion of Supranational Obligations and criteria as authorized investment vehicle;
- Removal of references to the Successor Agency to the San Fernando Redevelopment Agency; and
- Prohibits/restricts bonds from local agencies or states on negative credit watch list by a major rating agency.

All recommendations are compliant with California Government Code, Sections 53600 et. seq. and the City's Comprehensive Financial Policy. The proposed Investment Policy authorizes investment in the following investment vehicles:

- 1. United States Treasuries;
- 2. United States Agencies (e.g., Federal National Mortgage Association (FHMA) and Student Loan Marketing Association (SLMA));
- 3. Bankers' Acceptances;
- 4. Commercial Paper;
- 5. Certificates of Deposit;
- 6. Repurchase Agreements;
- 7. Local Agency Investment Fund;
- 8. Municipal Bonds;
- 9. Corporate Medium Term Notes;
- 10. Money Market Mutual Funds; and
- 11. Supranational Obligations.

The proposed Investment Policy protects against risk exposure through overconcentration by limiting the percentage of the value of the portfolio that can be invested in any one investment vehicle. The maximum percentage allowable varies based on the risk association with each category of investment. The proposed Investment Policy also requires minimum Moody's and S&P ratings (P1 and A1, respectively), where applicable, to minimize risk in certain investment.

Consideration to Adopt a Resolution Approving the Annual Investment Policy for Fiscal Year 2023-2024 Page 3 of 3

Pursuant to the proposed Investment Policy, the City may not invest in derivative-type investments (which are now prohibited by law), inverse floaters, range notes, interest- only strips derived from a mortgage pool, equity linked securities, swaps, margin/leveraging, reverse repurchase agreements, and any security that could result in zero interest accrual if held to maturity. The City will not purchase bonds from local agencies or states on negative credit watch by a major rating agency. The City will not engage in speculative buying.

The City has a long standing partnership with two brokers to purchase investments on the City's behalf, Great Pacific Securities and King Capital Advisors. The Finance Department plans to issue a Request for Proposals (RFP) in the upcoming month for investment managers who can provide a modern comprehensive investment plan to the City.

BUDGET IMPACT:

In FY 2021-2022 (the last full audited fiscal year), the City earned \$325,875 in total investment returns. All investments will be monitored and invested in accordance with the City's investment policy; investments may result in additional investment income earned by all City funds.

CONCLUSION:

Staff recommends that the City Council approve the annual Investment Policy to allow staff to earn a return on investment on the City's surplus funds and ensure that the City complies with the SB 564 requirement.

ATTACHMENT:

A. Resolution No. 8239, including: Exhibit 1: Investment Policy

RESOLUTION NO. 8239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2023-2024

WHEREAS, Senate Bill 564, effective January 1, 1996, requires the City Treasurer present a statement of investment policy annually to the City Council; and

WHEREAS, a responsible investment policy enhances the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City.

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

SECTION 1. The City Council hereby establishes the Investment Policy, attached hereto as Exhibit "1" and incorporated herein by this reference.

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 20th day of June, 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. 8239 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 20 th day of June, 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 June, 2023.
Julia Fritz, City Clerk



POLICY/PROCEDURE				
SUBJECT	ISSUANCE			
	ORIGINAL DATE	EFFECTIVE		
INIVECTMENT DOLLOV	05/15/2017	05/05/2017		
INVESTMENT POLICY	CURRENT DATE	EFFECTIVE		
	06/20/2023	06/20/2023		
CATEGORY	POLICY NO.	SUPERSEDES		
FINANCE	FIN-06202023	05/02/2022		

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE

This Policy is intended to provide specific criteria for the prudent investment of City funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City.

SECTION II. STATEMENT OF POLICY

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to earn the highest yield obtainable while keeping within the investment criteria established for the safety and liquidity of public funds.

The Director of Finance/City Treasurer shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolio. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

San Fernando operates its temporary pooled idle cash investment under the prudent investor standard (i.e., such a trustee must act with the "care, skill, prudence and diligence...that a prudent investor...would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency"). This affords the City a broad spectrum of investment opportunities as long as the investment is deemed prudent and allowable under current legislation of the State of California (Government Code Section 53600 et seq.)

Criteria for selecting investments and the order of priority are:

- 1. <u>SAFETY</u> The safety and risk associated with an investment refers to the potential loss of principal, accrued interest or both. Protection of the public funds entrusted to the Treasurer is the paramount criteria used to evaluate the investment instruments available.
- LIQUIDITY This refers to the ability to convert an investment to cash at any moment in time with
 minimal risk of forfeiting a portion of principal or interest. Liquidity is an essential investment
 requirement especially in light of the City's need to be able to meet emergency financing demands of
 the community at any time.

3. <u>YIELD</u> – It is the potential dollar earnings an investment can provide and is described as the market rate of return. As a general rule, yields tend to mirror the inherent risk and liquidity characteristics of the particular investment and thus can only be evaluated after those investment criteria are satisfied.

Authorized Investments

All investments shall be made in accordance by the California Government Code, Sections 53600 et. seq. The policy does not cover funds held by the California Public Employees Retirement System (CalPERS), Deferred Compensation programs (e.g. ICMA, etc.), or the Multiple Employer OPEB/Pension 115 Trust (Section 115 Irrevocable Trust). Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized as further limited herein:

1. U.S. Treasuries

The U.S. Treasury Bills, Bonds, and Notes, or those for which the full faith and credit of the U.S. are pledged for payment of principal and interest provided that:

a) There is no limitation as to the percentage of the portfolio that can be invested in this category.

2. U.S. Agencies

The Obligations issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Tennessee Valley Authority (TVA), Student Loan Marketing Association (SLMA) and Federal Agricultural Mortgage Corp (FAMCA) provided that:

a) No more than 30% of the cost (book) value of the portfolio will be invested in any one agency.

3. Bankers' Acceptances

Bills of exchange or time drafts drawn on and accepted by a commercial bank provided that:

- a) Bankers' Acceptances purchased may not exceed 180 days to maturity or 25% of the cost (book) value of the portfolio;
- b) No more than 5% of the cost (book) value of the portfolio may be invested in Bankers' Acceptances issued by any one bank;
- c) Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank; and
- d) Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.

4. Commercial Paper

- a) The paper is ranked P1 by Moody's Investor Services and A1 by S&P, and have an minimum of A by both rating agencies;
- b) Issued by a domestic corporation having assets in excess of \$500 million;
- c) Purchases of eligible paper may not exceed 270 days to maturity nor represent more than 10% of the outstanding paper of an issuing corporation;
- d) May not exceed 15% of the cost value of the portfolio at time of purchase; and
- e) No more than 5% of the cost value of the portfolio may be invested in Commercial Paper issued by any one corporation.

5. Certificates of Deposit

- a) Negotiable Certificates of Deposit issued by nationally or state chartered banks or state or federal savings institutions or state or federal credit unions. Purchases of negotiable certificates of deposit may not exceed 30% of the City's Investment Cash at the time of purchase. Investment in any one institution may not exceed more than 5% of the City's Investment Cash at the time of purchase. Cash will be invested only in FDIC Insured certificates or National Credit Union Administration (NCUA) Insured Credit Union certificates.
- b) Time Deposits Non Negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 25% of the investment portfolio may be invested in this investment type. Investment in any one institution may not exceed more than 5% of the City's Investment Cash at the time of purchase. Cash will be invested only in fully collateralized certificates. Collateral for a given investment must be 110% of principal for government securities collateral and 150% of principal for first mortgage collateral.
- c) For investments greater than \$100,000 the institution must maintain \$100 million in assets. For investments greater than \$300,000 the institution must maintain at least \$300 million in assets.
- d) The City will not invest in any institution less than five years old.

6. Repurchase Agreements

- a) No more than 20% of the cost value of the portfolio may be invested in repurchase agreements at any time; and
- b) The maturity of repurchase agreements shall not exceed 75 days.

In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.

7. Local Agency Investment Fund (LAIF)

a) The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State Law.

8. Municipal Bonds

a) Municipal Securities of any California local agency including bonds, notes, warrants or other indebtedness, provided the issuer has a minimum credit rating of "AA" by one of the following: Moody's, Standard & Poor's, or Fitch. Municipal bonds shall be limited to a 60 months maximum maturity.

Upon any announcement of negative credit watch or downgrade by a major rating agency of any issue within the portfolio, the investment manager should contact the Director of Finance/City Treasurer and recommend a course of action. If at any time a security falls below "investment grade," the investment manager should obtain the best bid and take the necessary steps toward liquidation.

9. Corporate Medium Term Notes

- a) Corporate Medium Term Notes, provided the issuer has a minimum credit rating of "AA" by one of the following: Moody's, Standard & Poor's, or Fitch. Corporate bonds shall be limited to a 60 months maximum maturity.
- b) Issued by a domestic corporation having assets in excess of \$500 million; Issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- c) The aggregate total of all purchased medium term notes may not exceed 30% of the cost value of the portfolio; and
- d) No more than 5% of the cost value of the portfolio may be invested in notes issued by one corporation.

Upon any announcement of negative credit watch or downgrade by a major rating agency of any issue within the portfolio, the investment manager should contact the Director of Finance/City Treasurer and recommend a course of action. If at any time a security falls below "investment grade," the investment manager should obtain the best bid and take the necessary steps toward liquidation.

10. Money Market Mutual Funds

- a) Must have a rating of AAA/Aaa or an equivalent by one or more national rating agencies with no load maintained at \$1 par value;
- b) No more than 20% of portfolio value may be invested;
- c) Investment in a single mutual fund will not to exceed 10% of the cost value (book value) of the total portfolio exclusive of the fiscal agent cash portfolio; and
- d) The City's investment in any specific mutual fund will not exceed 2% of that mutual fund's total assets.

Upon any announcement of negative credit watch or downgrade by a major rating agency of any issue within the portfolio, the investment manager should contact the Director of Finance/City Treasurer and recommend a course of action. If at any time a security falls below "investment grade," the investment manager should obtain the best bid and take the necessary steps toward liquidation.

11. Supranational Obligations

- a) Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB);
- b) Must have a rating of "AA" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO);
- c) Securities shall be limited to a 60 months maximum maturity;
- d) No more than 15% of portfolio value may be invested; and
- e) No more than 10% of the par value with any one institution.

Upon any announcement of negative credit watch or downgrade by a major rating agency of any issue within the portfolio, the investment manager should contact the Director of Finance/City Treasurer and recommend a course of action. If at any time a security falls below "investment grade," the investment manager should obtain the best bid and take the necessary steps toward liquidation.

Considerations for Investments

The City attempts to obtain the highest yield possible when selecting investments, providing that criteria for safety and liquidity are met. Ordinarily, because investments normally carry a positive yield curve, (i.e., longer term investments have higher rates than shorter maturities), the City attempts to stagger its maturities to meet anticipated cash needs in such a way that new investment money can be placed in maturities that carry a higher rate that is available in the short market of 30 days or under. Furthermore, maturities are selected to anticipate cash needs of the City, thereby obviating the need for forced liquidation.

City Constraints

The Director of Finance/City Treasurer is responsible for managing the City's investment portfolio in accordance with Federal and State laws as well as this policy. Longer term investments (i.e., over one year) are limited to maturities of five years or less.

The City strives to maintain an appropriate level of investment of all funds through daily and projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the Director of Finance/City Treasurer in consultation with the City Manager.

The basic premise underlying the City's investment philosophy is, and will continue to be, to insure that money is always safe and available when needed.

The Senior Accountant or designee in the absence of the Director of Finance/City Treasurer shall continually review the financial condition of proposed depositories of City funds. The City should demand a copy of the latest financial statements and audit reports prior to investment and any reports issued during the period of the investment.

Investment Strategy

- 1. When making an investment decision, the purchase of an investment is made with the intent of holding that investment to maturity.
- 2. Cash flow projections are fully utilized to balance the liquidity needs at all times.
- 3. At least bi-weekly, economic forecasts are obtained from financial experts in the field through bankers and brokers.
- 4. Close rapport is maintained with the City Manager, Director of Finance/City Treasurer, Public Works and other departments having a significant impact on cash flow.
- 5. The City will invest all City funds and the estimated checking accounts float, except for those amounts required by the City's banks to pay for bank services furnished to the City.
- 6. Depending on market conditions, time deposits are maintained in commercial banks and savings and loan institutions. Particular attention is paid to investment opportunities available from financial institutions within the City of San Fernando so as to contribute to the economic vitality of the community.
- 7. Safekeeping: Securities purchased from brokers/dealers shall be held in third party safekeeping by the City's third party custodian. Said securities shall be held in the name of the City of San Fernando with the trustee executing investment transactions as directed by the Treasurer.

Prohibited and Restricted Investments

The City will not invest in derivative-type investments which are now prohibited by law, inverse floaters, range notes, interest- only strips derived from a mortgage pool, equity linked securities, swaps, margin/leveraging, and any security that could result in zero interest accrual if held to maturity. The City will not invest in reverse repurchase agreements. The City will not purchase bonds from local agencies or states on negative credit watch by a major rating agency. The City will not engage in speculative buying.

Investment Policy Adoption

The investment plan and strategy are reviewed and updated as needed, and no less often than annually.

SECTION III. EXCEPTIONS

There will be no exceptions to this policy, except as may be approved by the City Council.

SECTION IV. AUTHORITY

By order of City Council Resolution No. 8239, Policy adopted by the City Council on June 20, 2023.

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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: June 20, 2023

Subject: Consideration to Adopt a Resolution Setting the Fiscal Year 2023-2024 Article

XIIIB Appropriations (Gann) Limit

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8240 (Attachment "A") setting the Fiscal Year (FY) 2023-2024 Article XIIIB Appropriation Limit at \$72,080,583.

BACKGROUND:

- 1. In November 1979, the voters of the State of California approved Proposition 4, commonly known as the (Paul) Gann Initiative. Proposition 4 created Article XIIIB of the State Constitution and placed an annual limit on the amount of revenue that can be spent by all entities of government using each entity's 1978-1979 revenues as the base year.
- 2. The Appropriation Limit of Proposition 4 had little impact in its early years, but in 1987 the State of California refunded \$1.1 billion to taxpayers as a result of unexpectedly reaching their limit. The Proposition was also a major barrier to increasing gas taxes in the late 1980s.
- 3. In June 1990, to increase accountability of local governments in adopting their limits, the State voters approved Proposition 111, which amended Article XIIIB (Proposition 4) by requiring local jurisdictions to establish an annual review of the Appropriation Limit calculation.

ANALYSIS:

Appropriation Limits control the amount of revenue that can be appropriated in any fiscal year to the "Proceeds of Taxes." Proceeds of Taxes include: all taxes levied by or for an agency, any revenues from license fees, general use charges and user fees to the extent that the proceeds exceed the cost of providing the service covered by the fee, and discretionary State subventions.

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

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REVIEW: \boxtimes Finance Director \square De

☐ Deputy City Manager ☐ City Manager

Consideration to Adopt a Resolution Setting the Fiscal Year 2023-2024 Article XIIIB Appropriations (Gann) Limit

Page 2 of 2

An increase over the prior year's limitation is allowed in three instances:

1. Percentage change in California fourth quarter personal income or the increase in the non-residential assessed valuation due to new construction, whichever is greater;

2. Percentage change in the population of the jurisdiction or the county in which the

jurisdiction is located, whichever is greater; and

3. Corrections for previous computation errors.

Cities use the following adjustment factors to calculate the Gann Limit:

A. Inflation Adjustment Factor: Either the "Per Capita Personal Income Change" or the

"Non-Residential Assessed Value Change."

B. Population Adjustment Factor: Either the "City Population Change" or the "Los Angeles

County Population Change."

The components used for the FY 2023-2024 Gann Limit calculation, as noted in Exhibit "1" of Attachment "A," are the increase in the Per Capita Personal Income Change of +4.44% and the City Population Change of -0.20%. The use of the two above-mentioned adjustment factors results in an increase in the Appropriation Limit of 4.23%, establishing an Appropriation Limit of

\$72,080,583 for FY 2023-2024.

BUDGET IMPACT:

The total FY 2023-2024 revenues subject to the Appropriation Limit are well below the Appropriation Limit of \$72,080,583. Therefore, there is no impact to the FY 2023-2024 Budget.

CONCLUSION:

A full analysis of appropriations subject to the Appropriations Limit is not required since the total General Fund budget, including Special Revenue Funds, is less than the Appropriation Limit. Approving the Resolution will set the FY 2023-2024 Article XIIIB Appropriation Limit at

\$72,080,583.

ATTACHMENT:

A. Resolution No. 8240, including:

Exhibit "1": FY 2023-2024 Gann Limit calculation

RESOLUTION NO. 8240

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING THE APPROPRIATION LIMITATION IN THE CITY OF SAN FERNANDO FOR THE FISCAL YEAR 2023-2024

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

SECTION 1. In accordance with Article XIIIB of the California Constitution as amended by Proposition 111 and the Gann Implementation Bill 1352, the Appropriation Limit (Exhibit "1") in the City of San Fernando for Fiscal Year 2023-2024 is hereby fixed at Seventy Two Million, Eighty Thousand, and Five Hundred Eighty-three dollars (\$72,080,583.00).

SECTION 2. This Resolution shall take effect immediately upon its adoption.

SECTION 3. 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 20th day of June, 2023.

ATTEST:	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
A112311	
Julia Fritz, City Clerk	

CERTIFICATION

, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a fulcture, and correct copy of Resolution No. 8240 which was regularly introduced and adopted be the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 20 th day of June, 2023, by the following vote of the City Council:	οу
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 June, 2023.	
Iulia Fritz City Claul	
Julia Fritz, City Clerk	

Article XIIIB Appropriations (GANN) Limit Fiscal Year 2023-2024

FY 2022-2023 Adopted Appropriation Limit Prior Year Adjustment (per financial audit) FY 2022-2023 Adjusted Appropriation Limit			\$ \$ \$	69,125,050 30,263 69,155,313
A. Inflation Adjustment Factor* Per Capita Personal Income Change** Ratio				4.44 1.0444
Non-Residential Assessed Value Change*** Ratio				1.73 1.0173
B. Population Adjustment Factor* City Population Change** Ratio				(0.20) 0.9980
Los Angeles County Population Change** Ratio				-0.75 0.9925
C. Calculation of Appropriation Limit: Step 1: Per Capita Personal Income Change City Population Change Ratio Appropriations Limit Factor	x	1.0444 0.998 1.0423		
Step 2: FY 2022-2023 Appropriations Limit Appropriation Limit Factor FY 2023-2024 Appropriation Limit	\$ X \$	69,155,313 1.0423 72,080,583		

NOTES:

^{*} The City may choose to use the higher of the two Inflation Adjustment Factors and the greater of the two Population Adjustment Factors to calculate the Appropriation Limit.

^{**}Information provided by the California State Department of Finance

^{***}Information provided by HdL (City Consultant)

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Michael E. Okafor, Personnel Manager

Date: June 20, 2023

Subject: Consideration to Adopt Resolutions Approving the Salary Plan and Table of

Organization for Fiscal Year 2023-2024, and Amending Resolution No. 7973

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8244 (Attachment "A") approving the Salary Plan for Fiscal Year (FY) 2023-2024;
- b. Adopt Resolution No. 8245 (Attachment "B") approving the Table of Organization for FY 2023-2024;
- c. Adopt Resolution No. 8246 (Attachment "C") amending Resolution No. 7973 to include certain changes to the benefit plan for Executive Management Staff; and
- d. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

- 1. On February 20, 2019, and February 3, 2020, the City Council approved an employment agreement (Contract No. 1906) and an amendment (Contract No. 1906(a)), respectively, with the City Manager that includes applicable salaries and benefits.
- 2. On September 23, 2019, the City Council approved a five-year Memorandum of Understanding (MOU) (Contract No. 1932) with the San Fernando Police Officers' Association (SFPOA) that includes certain changes in salaries and benefits for FY 2019-2020 through FY 2023-2024.
- 3. On January 27, 2020, the City Council adopted Resolution No. 7973 that established the salary and benefits for Department Heads for FY 2019-2020 through FY 2023-2024. Except for retirement benefits, the said salaries and benefits also apply to the Police Chief.

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

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REVIEW: ⊠ Finance Director [

Consideration to Adopt Resolutions Approving the Salary Plan and Table of Organization for Fiscal Year 2023-2024, and Amending Resolution No. 7973

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- 4. On February 3, 2020, the City Council approved a five-year MOU (Contract No. 1939) with the San Fernando Police Officers' Association Police Management Unit (SFPOA-PMU) that includes certain changes in salaries and benefits for FY 2019-2020 through FY 2023-2024.
- 5. On March 2, 2020, the City Council adopted Resolution No. 7991 to include a monthly stipend for the City's Representative to the Greater Los Angeles County Vector Control District.
- 6. On May 18, 2020, the City Council adopted Resolution No. 7973 (a) amending Resolution No. 7973 to include the City Clerk in the Executive Compensation Plan for Department Head classifications.
- 7. On March 1, 2021, the City Council approved an extension to the four-year MOU (Contract No. 1838(a)) with the San Fernando Part-time Employees' Bargaining Unit (SFPEBU), originally approved for FY 2016-2017 through FY 2019-2020. Per the extension, applicable terms and conditions shall remain in effect until a successor agreement is reached between the parties.
- 8. On November 15, 2021, the City Council approved a three-year MOU (Contract No. 2039) with the San Fernando Police Civilians' Association (SFPCA) that includes certain changes in salaries and benefits for FY 2021-2022 through FY 2023-2024.
- 9. On March 7, 2022, the City Council approved a three-year MOU (Contract No. 2058) with the San Fernando Management Group (SFMG) that includes certain changes in salaries and benefits for FY 2021-2022 through FY 2023-2024.
- 10. On April 17, 2023, the City Council approved a five-year MOU (Contract No. 2145) with the San Fernando Public Employees' Association (SFPEA) that includes certain changes in salaries and benefits for FY 2022-2023 through FY 2026-2027. The City Council also approved an extension of same benefits to the unrepresented confidential employees.

ANALYSIS:

The attached Salary Plan and Table of Organization reflect salaries, benefits and personnel changes addressed in the FY 2023-2024 Budget, as well as provisions of applicable MOUs, Resolutions, and Employment Agreements that have already been approved by the City Council.

The Salary Plan includes previously negotiated cost of living adjustments (COLA) that were already approved by the City Council for various bargaining units, ranging from 3% for Department Heads, SFPCA, SFPOA and SFPOA-PMU; 3.2% for the City Manager (as dictated by the Consumer Price Index), to 4% for SFMG, SFPEA and Unrepresented Confidential Employees. Similar COLAs were also extended to part-time positions with full-time equivalent classifications.

Consideration to Adopt Resolutions Approving the Salary Plan and Table of Organization for Fiscal Year 2023-2024, and Amending Resolution No. 7973

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The Salary Plan also includes changes to Resolution No. 7973, as directed by City Council, that provides the following increases to benefits for Executive Management Staff. Per the Salary Plan, these changes are also applicable to City Councilmembers:

- Wellness Reimbursement: increase from \$600/year to \$750/year
- Technology Reimbursement: increase from \$100/month to \$125/month
- Car Allowance: increase from \$300/month to \$400/month

The existing compensation and benefits plan for both elected officers and non-elected officers, including commissioners, and appointed City representatives, are also included in the Salary Plan. The compensation for commissioners reflects a \$25 per month increase to \$100 per month, pending City Council adoption of the FY 2023-2024 Budget.

BUDGET IMPACT:

Sufficient funds are included in the FY 2023-2024 Budget to cover all the salary and benefit adjustments as stipulated in the MOUs and Employment Agreements.

CONCLUSION:

Approval of the amended Salary Plan and Table of Organization is necessary to implement applicable changes in the FY 2023-2024 Budget, as well as the provisions of applicable MOUs, Resolutions, and Employment Agreements. Approval of the amendment to Resolution No. 7973 is necessary to implement the desired changes to the benefit plan for Executive Management Staff.

ATTACHMENTS:

- A. Resolution No. 8244
- B. Resolution No. 8245
- C. Resolution No. 8246
- D. Resolution No. 7973

RESOLUTION NO. 8244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A SALARY PLAN FOR CERTAIN ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES OF THE CITY OF SAN FERNANDO AND REPEALING RESOLUTION NO. <u>8162</u> ADOPTED JUNE 21, 2022, AND ALL RESOLUTIONS AMENDATORY THEREOF AND ALL MOTIONS OR ACTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH

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

SECTION 1:

The following schedules are hereby adopted as the salary range and step schedules for nonelective officers and employees of the City of San Fernando:

SCHEDULE "C": FOR CONFIDENTIAL EMPLOYEES (UNREPRESENTED)

• SCHEDULE "DH": FOR DEPARTMENT HEADS (UNREPRESENTED)

• SCHEDULE "G": FOR GENERAL - SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION

(SFPEA)

SCHEDULE "GPD": FOR GENERAL - SAN FERNANDO POLICE CIVILIANS' ASSOCIATION

(SFPCA)

SCHEDULE "H": FOR HOURLY EMPLOYEES - SAN FERNANDO PART-TIME EMPLOYEES'

BARGAINING UNIT (SFPEBU)

SCHEDULE "HFE": FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME

EMPLOYEES' BARGAINING UNIT (SFPEBU)

SCHEDULE "M": FOR MANAGEMENT EMPLOYEES - SAN FERNANDO MANAGEMENT

GROUP (SFMG)

• SCHEDULE "MP": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION

MANAGEMENT UNIT (SFPOA-PMU)

SCHEDULE "P": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION

(SFPOA)

• SCHEDULE "PFE": FOR HOURLY FULL-TIME EQUIVALENT – POLICE SERVICE EMPLOYEES

(Details of the respective schedules are on pages 2 through 7)

SCHEDULE C FOR CONFIDENTIAL EMPLOYEES (UNREPRESENTED)									
SALARY									
RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E				
68	4601	4833	5071	5325	5590				
69	4715	4948	5197	5457	5730				
70	4833	5075	5329	5593	5873				
71	4953	5200	5460	5733	6020				
72	5082	5339	5605	5887	6182				
73	5211	5473	5747	6034	6334				
74	5342	5610	5889	6185	6493				
75	5476	5751	6036	6337	6656				
76	5612	5893	6188	6497	6821				
77	5745	6032	6335	6651	6983				
78	5891	6186	6497	6822	7161				
79	6041	6343	6662	6995	7344				

SCHEDULE DH FOR DEPARTMENT HEADS (UNREPRESENTED)									
SALARY RANGE									
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E				
75	10578	11108	11664	12247	12859				
76	11054	11609	12187	12797	13435				
77	11540	12119	12725	13358	14032				
78	12037	12636	13268	13933	14629				
79	12569	13198	13855	14551	15275				
80	12946	13594	14274	14985	15738				
81	13269	13933	14627	15361	16129				
82	13602	14282	14995	15747	16532				
83	14258	14972	15721	16507	17334				
84	14915	15661	16444	17266	18130				
85	15288	16049	16855	17698	18585				

SCHEDULE G										
FOR										
	GENERAL EMPLOYEES (SFPEA)									
SALARY										
RANGE										
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E					
65	3907	4122	4349	4588	4841					
66	3985	4184	4393	4613	4867					
67	4070	4296	4530	4781	5044					
68	4132	4360	4604	4853	5120					
69	4186	4418	4659	4915	5184					
70	4275	4514	4759	5020	5296					
71	4298	4533	4784	5045	5324					
72	4423	4666	4920	5192	5476					
73	4517	4760	5023	5298	5590					
74	4561	4809	5073	5353	5647					
75	4604	4861	5125	5407	5703					
76	4697	4949	5223	5512	5814					
77	4790	5055	5332	5625	5933					
78	4816	5078	5358	5651	5963					
79	4917	5186	5471	5774	6091					
80	4990	5263	5554	5860	6183					
81	5065	5344	5637	5947	6274					
82	5140	5423	5723	6036	6367					
83	5217	5504	5806	6126	6463					
84	5272	5562	5868	6190	6530					
85	5369	5664	5976	6305	6651					
86	5451	5751	6067	6401	6753					
87	5540	5845	6167	6506	6864					
88	5622	5931	6259	6601	6963					
89	5707	6019	6351	6702	7069					
90	5791	6110	6446	6800	7174					
91	5879	6203	6544	6904	7282					
92	5968	6296	6642	7007	7394					
93	6058	6390	6742	7113	7502					
94	6150	6489	6845	7221	7621					
95	6240	6583	6943	7327	7727					
96	6334	6680	7047	7437	7846					
97	6431	6783	7156	7552	7966					
98	6528	6887	7264	7662	8085					
99	6624	6988	7371	7780	8207					
100	6724	7096	7484	7894	8329					
101	6824	7199	7595	8013	8452					

	SCHEDULE G									
	FOR									
GENERAL EMPLOYEES (SFPEA)										
SALARY	SALARY									
RANGE										
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E					
102	6924	7306	7708	8132	8580					
103	7028	7414	7826	8254	8708					
104	7136	7525	7942	8377	8839					
105	7243	7639	8061	8502	8971					
106	7351	7756	8182	8632	9107					
107	7461	7872	8305	8762	9243					
108	7573	7990	8429	8893	9384					
109	7688	8110	8556	9027	9523					
110	7803	8232	8685	9163	9667					
111	7920	8356	8815	9300	9812					
112	8039	8481	8947	9440	9959					
113	8159	8608	9081	9580	10108					
114	8282	8734	9216	9721	10258					
115	8406	8865	9355	9867	10413					
116	8532	8998	9495	10014	10567					
117	8660	9133	9638	10166	10727					
118	8790	9270	9783	10319	10888					
119	8922	9409	9929	10473	11051					

SCHEDULE GPD										
	FOR									
	GENERAL EMP	LOYEES (POLIC	E DEPARTMEN	IT - SFPCA)						
SALARY					_					
RANGE										
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E					
74	4105	4329	4567	4820	5082					
77	4294	4531	4779	5040	5317					
83	4664	4920	5191	5475	5776					
88	4959	5230	5518	5821	6142					
92	5243	5529	5831	6151	6487					
94	5380	5655	5960	6277	6611					
107	6644	7008	7392	7797	8225					

SCHEDULE H FOR PART-TIME HOURLY EMPLOYEES (SFPEBU)									
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E				
44	15.50	16.16	16.84	17.56	18.32				
45	15.77	16.46	17.21	17.99	18.80				
47	16.25	16.95	17.70	18.47	19.27				
48	16.47	17.23	17.99	18.80	19.74				
52	17.02	17.76	18.52	19.33	20.18				
62	17.20	18.03	19.02	20.07	21.15				
71	20.42	21.38	22.43	23.49	24.60				
72	20.59	21.55	22.61	23.65	24.77				

SCHEDULE HFE FOR									
PART TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPEBU)									
SALARY									
RANGE									
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E				
100	23.68	24.98	26.35	27.81	29.32				
104	24.77	26.14	27.57	29.08	30.68				
122	30.25	31.90	33.64	35.49	37.43				

SCHEDULE M FOR											
	MANAGEMENT EMPLOYEES (SFMG)										
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E						
55	6546	6872	7219	7581	7960						
56	6689	7025	7376	7744	8131						
57	6837	7179	7539	7913	8313						
58	6988	7335	7702	8088	8493						
59	7127	7483	7856	8249	8660						
60	7305	7671	8055	8456	8882						
61	7488	7863	8253	8668	9102						
62	7675	8059	8464	8885	9329						
63	7867	8261	8675	9107	9563						

		COLLEGU	I F NA							
	SCHEDULE M FOR									
	MAN	AGEMENT EM	PLOYEES (SFMC	5)						
SALARY										
RANGE										
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E					
64	8062	8465	8887	9333	9800					
65	8264	8676	9110	9567	10046					
66	8470	8894	9337	9803	10296					
67	8682	9115	9572	10051	10553					
68	8856	9299	9765	10250	10764					
69	9120	9574	10054	10557	11085					
70	9395	9995	10494	11020	11572					
71	9677	10160	10666	11200	11762					
72	10006	10507	11032	11585	12164					
73	10336	10853	11396	11966	12563					
74	10671	11206	11766	12354	12973					
75	10895	11440	12013	12612	13244					
76	11276	11839	12431	13054	13705					
77	11671	12256	12872	13518	14196					
78	12067	12673	13310	13978	14680					
79	12490	13114	13769	14458	15179					
80	12902	13547	14227	14936	15683					
81	13328	13994	14697	15429	16201					
82	13768	14456	15182	15939	16736					
		SCHEDUI	.E MP							
		FOR								
	SWORN P	OLICE MANAG	EMENT (SFPOA	-PMU)						
SALARY										
RANGE										
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E					
75	11490	12061	12665	13298	13964					

	SCHEDULE P FOR									
	SWO	RN POLICE EMI	PLOYEES (SFPO	A)						
SALARY										
RANGE										
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E					
73	6863	7239	7642	8056	8504					
95	8531	9001	9497	10019	10573					

но	URLY POLICE SE	SCHEDUI FOF RVICE EMPLOY (UNREPRES	R YEES - FULL TIM	1E EQUIVALENT	
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
140	39.59	41.76	44.09	46.48	49.06

SECTION 2: ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES

The following non-elective officers and employees of the City of San Fernando shall be paid for their services to the City the compensation as hereinafter set forth.

(A) <u>SALARY RANGE NUMBER AND SCHEDULES ASSIGNED</u> — Non-elected officers and employees set forth in this subsection (a) shall be paid the salary and wages for the classification assigned at the range and step of the applicable salary schedule.

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Assistant	68G	4132	4360	4604	4853	5120
Accounting Technician	73G	4517	4760	5023	5298	5590
Administrative Assistant	74G	4561	4809	5073	5353	5647
Assistant Planner	88G	5622	5931	6259	6601	6963
Assistant to the City Manager	70M	9395	9995	10494	11020	11461

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Planner	96G	6334	6680	7047	7437	7846
City Clerk	FLAT RATE	10768.11				
City Electrician	79G	4917	5186	5471	5774	6091
City Manager	FLAT RATE	19863.40				
City Mechanic	79G	4917	5186	5471	5774	6091
Civil Engineering Assistant II	104G	7136	7525	7942	8377	8839
Community Development Technician	80G	4990	5263	5554	5860	6183
Community Preservation Officer	92GPD	5243	5529	5831	6151	6487
Community Service Officer	77GPD	4294	4531	4779	5040	5317
Cross Connection Specialist	83G	5217	5504	5806	6126	6463
Deputy City Clerk/ Management Analyst	62M	7675	8059	8464	8885	9329
Deputy City Manager/ Economic Development	83DH	14258	14972	15721	16507	17334
Director of Community Development	79DH	12569	13198	13855	14551	15275
Director of Finance	79DH	12569	13198	13855	14551	15275
Director of Public Works	82DH	13602	14282	14995	15747	16532
Director of Recreation and Community Services	75DH	10578	11108	11664	12247	12859
Executive Assistant	78G	4816	5078	5358	5651	5963

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Executive Assistant to the City Manager	79C	6041	6343	6662	6995	7344
Housing Coordinator	103G	7028	7414	7826	8254	8708
Information Technology System Administrator	70M	9395	9995	10494	11020	11572
Management Analyst	62M	7675	8059	8464	8885	9329
Payroll Technician	73C	5211	5473	5747	6034	6334
Personnel Assistant	68C	4601	4833	5071	5325	5590
Personnel Manager	77M	11671	12256	12872	13518	14196
Personnel Technician	73C	5211	5473	5747	6034	6334
Police Cadet	73P	6863	7239	7642	8056	8504
Police Chief	84DH	14915	15661	16444	17266	18130
Police Desk Officer	94GPD	5380	5655	5960	6277	6611
Police Executive Assistant	88GPD	4959	5230	5518	5821	6142
Police Lieutenant	75MP	11490	12061	12665	13298	13964
Police Officer	73P	6863	7239	7642	8056	8504
Police Records Administrator	107GPD	6644	7008	7392	7797	8225
Police Records Specialist	74GPD	4105	4329	4567	4820	5082
Police Sergeant	95P	8531	9001	9497	10019	10573
Program Specialist	69G	4186	4418	4659	4915	5184
Property Control Officer	83GPD	4664	4920	5191	5475	5776
Public Works Maintenance Worker	67G	4070	4296	4530	4781	5044

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Public Works Operations Manager	76M	11276	11839	12431	13054	13705
Public Works Superintendent	109G	7688	8110	8556	9027	9523
Public Works Supervisor	91G	5879	6203	6544	6904	7282
Public Works Technician	80G	4990	5263	5554	5860	6183
Recreation & Community Services Coordinator	75G	4604	4861	5125	5407	5703
Recreation & Community Services Supervisor	88G	5622	5931	6259	6601	6963
Senior Accountant	70M	9395	9995	10494	11020	11572
Senior Maintenance Worker	77G	4790	5055	5332	5625	5933
Senior Park Maintenance Specialist	77G	4790	5055	5332	5625	5933
Senior Tree Care Specialist	77G	4790	5055	5332	5625	5933
Senior Sewer Worker	82G	5140	5423	5723	6036	6367
Senior Water System Operator	84G	5272	5562	5868	6190	6530
Senior Water Worker	81G	5065	5344	5637	5947	6274
Sewer Worker	71G	4298	4533	4784	5045	5324
Treasurer Assistant	70G	4275	4514	4759	5020	5296
Water Operations Manager	76M	11276	11839	12431	13054	13705
Water Superintendent	113G	8159	8608	9081	9580	10108

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Water System Supervisor	95G	6240	6583	6943	7327	7727
Water Worker I	72G	4423	4666	4920	5192	5476
Water Worker II	76G	4697	4949	5223	5512	5814

(B) <u>SEASONAL AND HOURLY POSITIONS</u> — Seasonal employees and employees hired on an hourly basis shall be paid hourly rates for assigned classifications as follows:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Maintenance Helper	62H	17.20	18.03	19.02	20.07	21.15
Community Preservation Officer	122HFE	30.25	31.90	33.64	35.49	37.43
Community Service Officer	104HFE	24.77	26.14	27.57	29.08	30.68
Crossing Guard	44H	15.50	16.16	16.84	17.56	18.32
Day Camp Counselor	44H	15.50	16.16	16.84	17.56	18.32
Junior Cadet	45H	15.77	16.46	17.21	17.99	18.80
Management Intern	71H	20.42	21.38	22.43	23.49	24.60
Office Clerk	48H	16.47	17.23	17.99	18.80	19.74
Personnel Office Clerk	48H	16.47	17.23	17.99	18.80	19.74
Police Cadet	140PFE	39.59	41.76	44.09	46.48	49.06
Police Reserve Officer	140PFE	39.59	41.76	44.09	46.48	49.06
Police Records Specialist	100HFE	23.68	24.98	26.35	27.81	29.32
Pool Attendant/ Cashier	44H	15.50	16.16	16.84	17.56	18.32

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Public Works Maintenance Helper	62H	17.20	18.03	19.02	20.07	21.15
Recreation Leader I	44H	15.50	16.16	16.84	17.56	18.32
Recreation Leader II	47H	16.25	16.95	17.70	18.47	19.27
Recreation Leader III	71H	20.42	21.38	22.43	23.49	24.60
Senior Day Camp Counselor	52H	17.02	17.76	18.52	19.33	20.18

(C) <u>COMPENSATION FOR COMMISSIONS, BOARDS, COMMITTEE MEMBERS, AND COUNCIL LIAISON</u>

The members of the following commissions, boards, and committees, as well as City Council Liaison, who are not employees of the City, shall be paid the amount hereinafter specified for each meeting.

COMMISSION/COMMITTEE/LIAISON	COMPENSATION PER MEETING
	ATTENDED (NOT TO EXCEED
	ONE MEETING PER MONTH)
Disaster Council	\$100.00
Education Commission	\$100.00
Planning and Preservation Commission	\$100.00
Parks, Wellness, and Recreation Commission	\$100.00
Transportation and Safety Commission	\$100.00
Greater LA County Vector Control District Council Liaison	\$150.00
Metropolitan Water District (MWD) Representative	\$250.00

(D) COMPENSATION FOR COUNCIL MEMBERS

The members of the City Council shall be paid compensation in the amount of \$580.00 per month.

For other benefits applicable to Council members, please refer to Section 3(I) below.

SECTION 3: ADDITIONAL COMPENSATION AND BENEFITS

The following elective and non-elective officers, as well as employees shall be paid compensation in addition to the basic salary set forth in Section 2 as follows:

(A) GENERAL AND CONFIDENTIAL EMPLOYEES

Salaries and benefits listed here apply to full-time employees assigned to **Schedule G** for General Employees (SFPEA), and to unrepresented full-time Confidential Employees assigned to **Schedule C**.

(1) <u>SALARY</u>

The salary ranges shown under **Schedule G** are consistent with the following provisions negotiated in Contract No. 2145, Article 6.01, and extended to **Schedule C**:

A. Effective the first full pay period following after July 1, 2023, unit members shall receive a base salary increase of four percent (4%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

(2) LONGEVITY PAY

- A. The City shall pay unit employees that have completed 10 years of continuous service with the City, an additional 3% above the base salary step.
- B. The City shall pay unit employees that have completed 20 years of continuous service with the City, an additional 1% above the previous first longevity step, for a total of 4% above their base salary.
- C. The City shall pay unit employees that have completed 30 years of continuous service with the City, an additional 1% above the previous second longevity step, for a total of 5% above their base salary.
- D. An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(3) BILINGUAL BONUS

A monthly bilingual bonus shall be paid to those unit employees that qualify in accordance with the following conditions:

A. Field Employees: \$50 per month provided:

 The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City; ii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

B. Counter Employees: \$100 per month provided:

- The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City.
- ii. The employee is employed in a job classification whose primary duties require the employee to communicate with members of the public.
- C. <u>Written Translation of City Materials: \$25 per month:</u> Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.
- D. <u>Grandfather Provision:</u> Any field employee who has received bilingual pay of \$100 per month on a continuous basis since July 1, 2017 will receive the bilingual bonus in accordance with provisions set forth in subsection B above.

(4) OVERTIME

Non-exempt employees who work under the regular 7:30 a.m. - 5:30 p.m., 8a.m. - 5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request, for all hours worked over forty (40) hours in a sevenday work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked, which shall include vacation, holiday, and sick time.

Overtime will be equitably distributed amongst qualified employees within their department and classification. The City will develop a form which will be provided to the employee who is offered the overtime and which allows the employee to indicate by his/her signature in what manner they want the overtime to be compensated (i.e. monetarily or through CTO).

The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in applicable section of the SFPEA MOU, by choosing benefits that cost less than the Allowance.

(5) COMPENSATORY TIME OFF (CTO)

Unit employees may accrue a maximum of 100 CTO hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's immediate supervisor or their designee. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

(6) COURT APPEARANCE PAY

Any unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1%) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(7) SHIFT DIFFERENTIAL PAY

The City pays, in addition to base salary, an additional ninety dollars (\$90) per month to unit members required to work swing shift, and one hundred and twenty dollars (\$120) per month to unit members required to work graveyard shift.

When an employee is assigned to a specific shift eligible for shift differential pay, the employee will be paid the shift differential rate for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her assigned shift.

(8) STAND-BY PAY

All employees who are assigned to mandatory stand-by on the weekends and holidays shall be paid stand-by pay at the rate of \$1.50 per hour during the period when they are required to stand-by.

Employees assigned to mandatory stand-by must:

- A. Provide a phone number at which they can be contacted if a stand-by phone is not issued.
- B. Report to work within 1 hour of being contacted.

C. Not be under the influence of alcohol, unlawful substances, or prescribed drugs that may impair their ability to perform duties.

At no point shall more than three (3) employees be on stand-by from all the divisions combined (including Water, Street and Tree, and Facilities).

(9) SPECIAL PROJECTS BONUS PAY

Employees in Public Works when assigned to the Special Projects Squad shall receive \$5.00 per hour for each hour over their base salary worked on designated special projects. Special Projects pay will not be paid in addition to Inspector pay. No more than three (3) persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Director of Public Works or their designee.

A "special project" shall be any new project work approved by the Director of Public Works which meets the following first criterion and at least one or more of the remaining criteria:

- A. <u>Nature of Work</u>: Special projects shall typically be one time, unique construction projects, and does not include on-going routine maintenance duties or deferred maintenance duties.
- B. <u>Short Deadline</u>: Work that would normally be performed as contractual services, but due to an immediate deadline, cannot reasonably be procured in a timely manner by the informal or formal City procurement process.
- C. <u>Unique Knowledge/Skills</u>: Work that would normally be performed as contractual services, but may be performed more efficiently or effectively by Public Works employees due to their unique knowledge of the project and/or work conditions, or due to special skills.
- D. <u>Demonstrated Cost Savings</u>: Work that would normally be performed by contractual services, but when assigned to Public Works employees can be performed more efficiently or effectively resulting in demonstrated project cost savings.

(10) WEEKEND BONUS PAY

The City shall provide weekend bonus pay to any employees assigned to rotating weekend work assignments. Employees who request to work the weekend shall not be eligible for Weekend Bonus Pay.

Any eligible employee that is required and scheduled to perform Weekend Shift duties will be compensated at the rate of an additional \$2.50 per hour over his or her base salary, for those hours spent on weekend assignment. To be eligible for Weekend Bonus Pay, the staff member must be regularly assigned and scheduled to work a weekend.

Compensation for weekend shift shall be the employee's base salary plus the weekend bonus pay for hours worked on weekends. Weekend Bonus Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

(11) INSPECTOR DUTY PAY

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the Department Head and providing for no more than one (1) inspector per project except by official exemption.

Any eligible Public Works field/building maintenance and/or utility employee who is required and scheduled to perform Inspector duties, which are outside of the duties provided in their class specification, will be compensated at the rate of an additional \$6.00 per hour over his or her base salary, for those hours actually spent on inspection.

To be eligible for Inspector Duty Pay, the employee must be certified and be on a Certification List created by the appropriate Department Head. An employee qualifies as "certified" for purposes of Inspector Duty Pay if they have (1) received state or local certification in the inspection subject, or in a related field, and/or (2) received and successfully completed City-sponsored trainings in the inspection subject or in a related field.

(12) <u>CALL BACK</u>

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

(13) WORKING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This five percent working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified.

(14) ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval to perform duties of a higher level position or to act in a higher capacity outside of their own classification shall be paid at the rate of five percent (5%) higher than their current BASE salary, retroactive to the first day of the assignment, effective the fifth consecutive business day of working in that higher level assignment. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the

higher classification or five percent (5%), whichever is higher, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher level position, and has completed at least six (6) consecutive months in the higher level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours per fiscal year during an active recruitment for the vacant position. An employee that exceeds 960 hours when there is no active recruitment, shall be moved to the next salary step after six (6) consecutive months in the acting position, provided they received a satisfactory evaluation.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(15) EDUCATION INCENTIVE PAY

Employees who possess a Bachelor degree in a related field from an accredited educational institution shall receive two-percent (2%) above their base salary step effective the first day of the full pay period following the date they submit proof of their degree to the Personnel Division. Employees who possess a Master's degree in a related field from an accredited educational institution shall receive an additional two-percent (2%) above their base salary step effective the first day of the full pay period following the date they submit proof of their degree to the Personnel Division. The employee is not eligible for Education Incentive Pay that for a degree or certificate that is specified as a minimum qualification for their job classification.

(16) OTHER COMPENSATION

The City will provide Certification/License Pay as follows:

- i. <u>Commercial Driver's License (CDL)</u>: Five percent (5%) of base rate of pay for a Class B, an additional two percent (2%) of base rate of pay for a Class A. Maximum of seven percent (7%) for CDL Certification pay if an employee possesses a Class A.
- ii. <u>International Municipal Signal Association (IMSA) 1, 2, & 3</u>: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent classification is required to hold a Grade 1 Certification, therefore, is only eligible for Grades 2 and 3 Certification pay.

- iii. California Water Environment Association (CWEA) Grades 1-4 for sewer collection systems: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent and Public Works Supervisor classifications are required to hold a Grade 1 certification, therefore, are only eligible for Grades 2, 3, and 4 Certification pay.
- iv. Engineer in Training (EIT): Five percent (5%) of base rate of pay.
- v. Qualified Applicator Certification (QAC license) to inspect/monitor contractor compliance: Two and one-half percent (2.5%) of base rate of pay. This pay shall be inlieu of "Inspector Pay."
- vi. <u>ISA Aerial Lift/OSHA Aerial & Scissor Lift Certification and Training</u>: Two and one-half percent (2.5%) of base rate of pay.
- vii. <u>International Society of Arboriculture (ISA) Certified Arborist</u>: Five percent (5%) of base rate of pay.
- viii. To qualify for any of the Certification/License Pays identified in subsections (A)-(G), the employee must hold a position in Public Works, such as: Public Works Superintendent, Public Works Supervisor, Public Works Senior Maintenance Worker, Public Works Maintenance Worker, Civil Engineering Assistant II, Water Superintendent, Water System Supervisor, Senior Water Worker, Water Worker I/II, Senior Water System Operator or Cross Connection Specialist, or equivalent, and any new non-clerical job classifications added to the Public Works Department. The employee is not eligible for a Certificate/License Pay that is specified as a minimum qualification for the job classification. In the event a unit member is reclassified at a future date to any of these job classifications they shall get the benefit of subsection (A)-(G) above.
- ix. <u>American Water Works Association (AWWA) Backflow Prevention Tester and Cross-Connection Control Program Specialist</u>: Two and one-half percent (2.5%) for each certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- x. <u>California State Water Resources Control Board, Water Distribution System Operator Grade D-III</u>: Two and one-half percent (2.5%) of base rate of pay. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- xi. <u>California State Water Resources Control Board, Water Treatment Operator Grade T-III and T-III: Two and one-half percent (2.5%) per certification. This</u>

Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.

- xii. <u>CPR/First Aid Trainer</u>: Five percent (5%) of base rate of pay. This Certification/License Pay is only applicable to unit members in classifications assigned to Recreation & Community Services.
- xiii. <u>Global Identification System (GIS) Certification</u>: Five percent (5%) of base rate of pay. This Certification pay is available to all unit members.
- xiv. Employees will be ineligible for any of the Certification/License Pays listed in subsections (A)-(G) and (I) to (M) upon expiration/termination of the license or certificate.
- xv. Employees receiving any Certification/License Pay set forth in Section 11.12 of this MOU shall not be entitled to Out-of-Class Pay when performing duties authorized by their Certification/License.

(17) HOLIDAY LEAVE

Employees who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1 1/2) times their base salary rate of pay in addition to their regular rate of pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Cesar Chavez Birthday (When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).

Memorial Day

Juneteenth

Independence Day

Labor Day

Float day (Each July 1, employees will accrue a Floating holiday; if not used within 12 months of receipt of the holiday, the Floating holiday is lost).

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(18) OTHER BENEFITS

For other benefits such as uniform allowance, tuition and mileage reimbursements, sick and vacation leave, bereavement, catastrophic leave, Workers' Compensation, medical, dental,

vision insurance, and retirement, and so on, that apply to Schedule G; please refer to their last MOU (Contract No. 2145).

(B) NON-SWORN GENERAL EMPLOYEES

Salaries and benefits listed here apply to full-time, non-sworn general employees (i.e., San Fernando Police Civilians' Association (SFPCA) members) assigned to **Schedule GPD**, and reflect stipulations in their last MOU (Contract No. 2039).

(1) SALARY

The salary ranges shown under Schedule GPD are consistent with the following provisions negotiated in Contract No. 2039:

A. Effective the first day of the pay period that includes July 1, 2023, the base salary for each represented unit classification shall be increased by three (3) percent.

If applicable, benefits that are a percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

(2) LONGEVITY PAY

Employees hired by the City on or before June 30, 2018 are eligible for Longevity pay under the following terms:

- A. Upon completion of 10 years of continuous service from date of hire, an additional 3% above the base salary step for each eligible employee.
- B. Upon completion of 20 years of continuous service from date of hire, an additional 1% above the previous first longevity step, for a total of 4% above the base salary step of each eligible employee.
- C. Upon completion of 30 years of continuous service from date of hire, an additional 1% above the previous second longevity step, for a total of 5% above the base salary step of each eligible employee.

An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity pay.

(3) BILINGUAL PAY

A bonus of \$100.00 per month shall be paid to those unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on written and/or oral testing procedure selected by the City with such testing to be conducted every five years;
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.
- C. Written Translation of City Materials: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.

(4) OVERTIME

Non-exempt employees who work under the regular 8a.m. - 5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request as defined in Article 9, section 9.02 for all hours worked over forty (40) hours in a seven (7) day work period.

Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request as defined in Article 9, section 9.02. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked.

Overtime will be equitably distributed amongst qualified employees on a rotational basis. Overtime worked cannot interfere with an employee's assigned work schedule, which would allow seven and one-half (7 ½) hours between assigned work shifts (e.g. an employee cannot work a twelve-hour shift followed by an overtime shift or more than four hours; and then work his/her assigned shift consecutively as this would leave less than seven and one-half hours of rest time between assigned shifts).

Overtime offered to bargaining unit employees shall be posted to give members ample time to sign up for the overtime. A senior unit member may bump a junior member, as long as it does not interfere with the senior member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with unit member's assigned shifts).

(5) COMPENSATORY TIME OFF (CTO)

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's Department Head. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

(6) CALL BACK

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be compensated as follows:

- A. When the employee is required to physically report for duty, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of three (3) hours compensation for any such "callback."
- B. When the employee is required to perform work by phone or computer, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of one hour. Telephone calls/computer/emails under 15 minutes per day shall be deemed *de minimus*, and employees shall receive no call back or compensation for such work.

(7) HOLIDAY LEAVE

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday

Floating holiday hours are credited each July 1st and must be used before June 30th. Unused floating holiday hours are not to be carried forward.

Employees that work a 5/8 or 9/80 schedule who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1-1/2) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall be granted the same holidays as above and shall accrue 104 hours of Holiday leave per year, and shall be credited with 52 hours of Holiday leave each January 1^{st} , and an additional 52 hours of Holiday leave each July 1^{st} . Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Employees on the 3/12 work week will only be permitted to carry over 104 hours of accrued but unused holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1st, have not lowered their accrued Holiday leave to 104 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 104-hour cap. At that time, the employee will receive his/her full 52-hour allotment for that half year. Upon employee's separation from the City, any unused holiday leave shall be compensated at his/her regular rate of pay.

(8) <u>UNIFORM ALLOWANCE</u>

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

- A. Except for the Community Preservation Officer, unit members will receive two (2) complete sets of uniforms at time of hire, with two (2) replacements each year, an initial issue of one outdoor jacket with biennial (every even-numbered year) replacements, and an annual uniform allowance of \$300 per year. Clerical staff also receive one casual polo shirt. The Community Preservation Officer will receive five (5) replacement polo shirts per year, and one outdoor jacket with biennial replacements.
- B. <u>Boots/Shoes:</u> Employees who are required to wear certain shoes/boots for their position will receive \$100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

C. Uniforms shall consist of:

Clerical – Shirt/Casual Polo, skirt or pants, blazer, and vest Police Desk Officer – Shirt, skirt or pants, name tag, tie, tie bar, and belt Community Service Officer – Pants, shirt, jacket, belt and name tag Community Preservation Officer – Polo shirt, and jacket

Uniform/Equipment Allowance shall be paid by separate payroll check semi-annually in the first full non-payroll week after November 15th and May 15th. Worn uniforms may be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

D. Rain Gear: The City shall provide rain gear to employees assigned to work in the rain.

(9) COURT APPEARANCE PAY

Any bargaining unit employee required to appear in court on behalf of the City during offduty hours, shall be paid at one and one-half (1 %) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(10) WORKING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This 5% working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified. This provision will not apply to an employee temporarily assigned to fill a vacant higher-level classification, which shall be governed by "Acting Out of Class" provisions below (i.e., Section 9.05 of SFPCA MOU, Contract No. 2039).

(11) ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager's approval, to perform the duties of a higher level classification due to a vacancy or prolonged absence in that higher level classification (e.g. vacation or other leave of absence) shall be paid as follows:

- A. Effective on the fifth consecutive business day of assignment in that higher–level classification, five percent (5%) higher than their current base salary, retroactive to the first day of the assignment.
- B. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification, or 5% higher than their current base salary, whichever is greater, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher-level position, and has completed at least six (6) consecutive months in the higher-level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six (6) consecutive months in that higher-level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours. The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher–level duties must be formal and in writing, and approved by the Department Head.

(12) CERTIFICATION PAYS

Employees who possess any of the certificates listed below prior to September 1, 2021 shall receive the commensurate certification pay effective the first day of the pay period that includes September 1, 2021. For employees who earned any of the certificates listed below, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of the newly acquired certificate to the Personnel Division:

A. POST Certification

- i. Dispatcher Intermediate: Employees who hold a Dispatcher Intermediate Certificate from POST shall receive an additional 2.5% above their base salary step.
- ii. Dispatcher Advanced: Employees who hold a Dispatcher Advanced Certificate from POST shall receive an additional 2.5% above their base salary step.
- iii. Records Supervisor: Employees who hold a Records Supervisor Certificate from POST shall receive an additional 2.5% above their base salary step.
- B. <u>CPR/First Aid/AED Trainer</u>: Employees who hold a CPR/First Aid/AED Trainer certificate from the American Red Cross shall receive an additional 5% above their base salary step.
- C. <u>CACEO</u>: Employees who hold certification as a Certified Code Enforcement Officer through the California Association of Code Enforcement Officers shall receive an additional 5% above their base salary step.
- D. <u>IAAP</u>: Employees who hold certification as a Certified Administrative Professional from the International Association of Administrative Professionals shall receive an additional 5% above their base salary step.
- E. <u>IAPE</u>: Employees who hold certification as a Certified Property and Evidence Specialist from the International Association for Property and Evidence shall receive an additional 5% above their base salary step.

- F. <u>CLETS</u>: Employees who hold certification as a Certified CLETS Trainer from the California Department of Justice shall receive an additional 5% above their base salary step.
- G. <u>ATSSA</u>: Employees who hold certification as a Certified Traffic Control Technician from the American Traffic Safety Services Association shall receive an additional 5% above their base salary step.
- H. <u>NENA</u>: Employees who hold certification as a Certified Emergency Number Professional from the National Emergency Number Association shall receive an additional 5% above their base salary step.
- I. <u>Building Inspector Pay</u>: An employee assigned to serve as Community Preservation and Building Inspector shall receive ten percent (10%) above base Community Preservation Officer pay. To serve as Community Preservation and Building Inspector, the employee must hold at least one valid certification as either a Residential Building Inspector or Commercial Building Inspector issued by the International Code Council (ICC) at the time of assignment. Possession of both ICC certificates as a Residential Building Inspector and as a Commercial Building Inspector are a condition of continued assignment within 18 months of the assignment.

(13) OTHER BENEFITS

For other benefits such as tuition and mileage reimbursements, vacation leave, medical, dental, vision insurance, retirement, and so on, that apply to Schedule GPD, please refer to their specific MOU (Contract No. 2039).

(C) PART-TIME EMPLOYEES

Salaries and benefits listed here apply to part-time employees assigned to **Schedules H** (regular Hourly employees), **HFE** (Hourly Full-Time Equivalent employees), and **PFE** (Hourly Police Service employees), respectively, and reflect stipulations in the last MOU.

Schedule PFE shall apply to police service employees, such as Police Cadet, and Police Reserve Officers when activated for active Police Officer duties on an hourly basis. The salaries and benefits for the San Fernando Part-time Employees' Bargaining Unit (SFPEBU) may change depending on the outcome of pending negotiations.

(1) SALARY

The hourly rates shown under **Schedules H** and **HFE** reflect stipulations in the last MOU (Contract No. 1838), as follows:

A. Classifications without Full-time Equivalency (FTE), categorized as **Schedule H**, and which have salary ranges above the required minimum wage, shall receive an increase in base salary, which is equal to the average increase received by classifications in the City's full-time non-sworn and non-management bargaining units (i.e., SFPEA and

SFPCA). Such increases shall be effective on the same date as the classifications with an FTE.

- B. Classifications with Full-Time Equivalency (FTE), categorized as **Schedule HFE**, shall receive the same increase in base salary as the FTE positions. Such increases shall be effective on the same date as the FTE positions.
- C. For Classifications that are directly impacted by the State mandated Minimum Wage Standard, as per State Senate Bill (SB) 3, effective July 1, 2023, salaries currently listed in this Resolution reflect no Cost of Living Adjustment. However, effective the pay period that included January 1, 2023; base salaries of applicable classifications were increased by 3.33%, as per the State of California Minimum Wage Law (SB 3), and reflects the State mandated fifteen-dollars and fifty cents (\$15.50) per hour minimum wage.

(2) VACATION LEAVE

In order to facilitate the transition in methodology from accruals based upon continuous years of employment to accruals based upon actual hours of service, the MOU (Contract No. 1838) stipulates as follows:

Effective January 1, 2017, each employee shall accrue vacation leave based upon hours actually worked each pay period, and the leave shall be calculated at a rate based upon total hours of City service, as follows:

- A. An employee with less than ten thousand (10,000) total hours of City service shall not accrue any vacation leave hours.
- B. An employee with then thousand (10,000) and up to twenty thousand (20,000) total hours of City service shall accrue 0.04 hours of vacation leave for each hour actually worked.
- C. An employee with twenty thousand (20,000) and up to twenty-five thousand (25.000) total hours of City service shall accrue 0.06 hours of vacation leave for each hour actually worked.
- D. An employee with twenty-five thousand (25,000) or more total hours of City service shall accrue 0.07 hours of vacation leave for each hour actually worked.

The maximum vacation leave accumulation for each unit employee shall be one hundred (100) hours. Except as otherwise provided hereafter, employees shall cease to accrue any additional hours until the vacation leave bank falls below the maximum accumulation cap. An employee denied vacation due to department staffing issues, who exceeds the maximum vacation accumulation cap due to such denial, shall continue to accrue vacation leave in excess of the cap until the department is able to allow sufficient vacation leave

to bring the employee under the cap. However, this provision shall not apply if an employee does not request vacation leave until twenty-four (24) hours or less of reaching the maximum accumulation cap.

Upon death, retirement, or separation from service, an employee or his/her designated beneficiary, shall be paid out for one hundred (100%) of his/her accumulated vacation leave. Such vacation hours shall be paid out at the employee's current hourly base salary at the time of the payout. For stipulations regarding deposit of previously earned paid leave, please refer to the MOU (Contract No. 1838).

(3) BILINGUAL PAY

The City shall pay a bilingual bonus at the end of each month worked, to unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department head and approved in writing by the City Manager.

The bonus shall be paid as follows:

- A. An employee who works seventy-nine (79) hours or less per month shall be paid fifty dollars (\$50.00) per month.
- B. An employee who works eighty (80) hours or more per month shall be paid one hundred dollars (\$100.00) per month.

(4) UNIFORM ALLOWANCE/EQUIPMENT

The City shall provide each employee, who is required to wear a uniform, with three (3) complete sets of uniforms upon hire and in July of each fiscal year.

- A. The City will replace up to two (2) sets of uniforms per fiscal year due to damage or excessive wear and tear.
- B. The uniforms shall consist of those that the department deems necessary.
- C. All purchases shall be made in accordance with the City's purchasing policy.
- D. For the purpose of cleaning and laundering such uniforms, the City will continue to provide non-sworn part-time employees in the Police Department with an annual uniform allowance equal to fifty percent (50%) of the amount received by non-sworn full-time employees in the Police Department. As of July 1, 2016, this amount was one

hundred and fifty dollars (\$150.00) for eligible employees in this unit.

The City shall provide appropriate gear to employees assigned to work in inclement weather, including but not limited to rain gear and jackets.

Employees who are required to wear specific shoes/boots for their position (i.e. Community Service Officers, Junior Cadets, Community Preservation Officers, and Maintenance Helpers, etc.) shall receive reimbursement for the purchase of such work shoes/boots of up to one hundred dollars (\$100.00) in July of each fiscal year.

(5) WORKING OUT OF CLASS

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of at least 5% higher than the employee's current base salary for the duration of such assignment. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formally approved in writing by the Department head.

(6) OTHER BENEFITS

For other part-time employee benefits, please refer to their MOU (Contract No. 1838).

(D) POLICE OFFICERS' ASSOCIATION

Salaries and benefits listed here apply to regular full time employees assigned to **Schedule P**, for Sworn Police Officers and Sergeants, and reflect stipulations in the last MOU (Contract No. 1932).

(1) SALARY

The following salary ranges shown under **Schedule P** are consistent with the following provisions negotiated in the last MOU:

A. Effective on the first day of the first full pay period beginning after July 1, 2023, the base salary for each represented unit classification shall be increased by three percent (3%).

If applicable, benefits that are a percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

(2) LONGEVITY PAY

Per Contract No. 1932, Article 6.01(C), effective July 1, 2023, all unit members shall be eligible to receive Longevity pay as follows:

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.
- C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

(3) BILINGUAL PAY

The City shall provide bilingual pay in the amount of one hundred dollars (\$100) per month to unit employees that satisfy the following conditions:

- A. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
- B. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department head and approved in writing by the City Manager.

(4) FIELD TRAINING OFFICER

The City shall pay any sworn employee whom the department designates as a Field Training Officer (FTO) additional six percent (6%) per month above his or her base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a) (4) and CCR §571.1(b) (3), Training Premium.

(5) MOTOR OFFICER

The City shall pay any sworn employee whom the department designates as a Motor Officer additional six percent (6%) per month above his or her base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a) (4) and CCR §571.1(b) (3), Motorcycle Patrol Premium.

(6) CANINE OFFICER

Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring for, cleaning, grooming, feeding and training their canine and maintaining (including cleaning) their canine vehicle/unit. The City and the Association acknowledge that the Fair Labor Standards Act, which governs the entitlement to

compensation for canine duties, entitles the parties to agree to the approximate number of hours per month spent for the performance of canine duties. The Fair Labor Standards Act also allows the City and the Association to agree on appropriate compensation for the performance of canine duties. It is the intent of the City and the Association through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, the City and the Association believe that the following canine pay provision does comply with the requirements of the Fair Labor Standards Act.

The City shall provide special assignment pay to any sworn employee assigned to canine duty in the amount of six percent (6%) above his or her base salary. In addition, the City shall pay each canine officer two (2) hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean, feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20 hours per month performing such work off-duty and that the compensation set forth above is adequate.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), Canine Officer/Animal Premium.

(7) DETECTIVES

The City shall pay any sworn employee whom the department designates as a Detective additional six percent (6%) per month above his or her base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), Detective Division Premium.

(8) <u>SCHOOL RESOURCE OFFICER</u>

The City shall provide special assignment pay to any sworn employee who works as a School Resource Officer in the amount of six percent (6%) above that employee's base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), D.A.R.E. Premium.

(9) POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

In order to receive Post Certificate and/or Educational Incentive Pay, unit employees must present certificates or degrees to the Personnel Division for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree

was officially received by the officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

The City shall provide Post Certificate/Educational Incentive Pay as follows:

- A. Employees with an intermediate POST certificate will receive an additional four percent (4%) above their base salary.
- B. Employees with an Advanced POST certificate and/or a Bachelor of Arts or Science (BA/BS) Degree will receive an additional four percent (4%) above their base salary.
- C. Employees with a Supervisory POST certificate and/or a Master of Arts or Science (MA/MS) Degree will receive an additional two and one-half percent (2.5%) above their base salary.

Employees that were receiving compensation for possession of an Associate's Degree as of January 1, 2012 are "grandfathered" and will continue to receive compensation in an amount equal to the Intermediate POST compensation. Otherwise, the City does not provide additional compensation for an Associate Degree.

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an intermediate POST certificate would receive 4% for the Bachelor's, and 4% for the Intermediate POST, for a total of eight percent (8%) above their base salary. If the employee also had a Master's degree, the employee would receive an additional 2.5%, for a total of 10.5% above his or her base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(2) and CCR §571.1(b)(2), Educational Incentive or POST Incentive, as applicable.

(10) UNIFORM ALLOWANCE

The City shall pay employees a uniform allowance of \$800 per year. The allowance may be paid in equal semi-annual installments in the first pay periods of June and December, each year. In addition, on a biennial basis, the City shall provide employees with one all-weather jacket.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(5), Uniform Allowance.

(11) OVERTIME

Employees shall receive time and one-half their regular rate of pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled hours on that

day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all work beyond their regularly scheduled hours shall be compensated at the time and one-half rate. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time bank exceed 100 hours.

(12) COMPENSATORY TIME OFF

Employees are permitted to accrue up to one hundred (100) hours of compensatory time off at any given time. Compensatory time off is accrued at one and one-half hours for each hour of overtime worked. An employee will be allowed to use accrued but unused compensatory time off in compliance with the requirements of the FLSA.

(13) CALL BACK COMPENSATION

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid at one and one-half (1%) times the regular rate of pay for the actual time worked, with a minimum of three (3) hours.

When the employee is required to perform work by phone or computer, the employee shall receive one and one half (1.5) times the regular rate of pay for the actual time worked, with a minimum of one (1) hour. Telephone calls under 15 minutes per day shall be deemed *de minimus* and receive no compensation.

(14) ON-CALL/STAND-BY FOR COURT

Any employee required to be on-call for court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for two (2) hours for the morning session and two (2) hours for the afternoon session. If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half (1.5) times his/her regular rate of pay, with a minimum of two hours.

(15) COURT APPEARANCE PAY

Any employee required to appear in court during off-duty hours, shall be paid at one and one-half (1%) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(16) OUT OF CLASS PAY

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment. The City shall not assign an employee to an acting out of class assignment for more than 960 hours per fiscal year.

(17) PRE-EMPLOYMENT CONTRACOT

Any employee hired after July 1, 2008 who voluntarily leaves the City within thirty-six (36) months of accepting employment as a police cadet or police officer, and who obtains employment as a police officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of training that employee, not to exceed \$500 per month for each month short of 36. Said payments may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of \$500, or both, at the employee's option.

(18) OTHER BENEFITS

For other benefits such as holiday leave, medical, dental, vision insurance, and retirement, that apply to Schedule P, please refer to their MOU (Contract No. 1932).

(E) POLICE MANAGEMENT UNIT

Salaries and benefits listed here apply to regular full time employees assigned to **Schedule MP**, for Sworn Police Lieutenants, and reflect stipulations in the last approved MOU (Contract No. 1939).

(1) SALARY

The following salary ranges shown under **Schedule MP** are consistent with the following provisions in Contract No. 1939:

A. Effective on the first day of the first full pay period beginning after July 1, 2023, the base salary for each represented unit classification shall be increased by three percent (3%).

If applicable, benefits that are a percentage of base salary shall be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

(2) ANNUAL LEAVE

Employees earn Annual Leave In lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates:

160 hours for 1-5 years of City service 200 hours for 6-10 year of City service 240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or his/her designee.

Starting June 30, 2022, unit members' Annual Leave accrual cap will be reduced from 800 hours to 700 hours maximum accrual per year. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

Annual Leave Cash Out:

On or before December 31st of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accumulated Annual Leave at their regular rate of pay unit members may, at the employee's discretion, receive compensation for up to 80 hours of accumulated Annual Leave at their regular rate of pay in the following calendar year. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of Annual Leave the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued Annual Leave remaining after the cash out. For more details regarding this benefit, please refer to the MOU (Contract No. 1939).

(3) MANAGEMENT LEAVE

Management Leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide one hundred and twenty (120) hours of Management Leave per year, to be credited as follows:

- A. On January 1st of each year, employees shall be credited with eighty (80) hours Management Leave per year. On July 1st of each year, employees shall be credited with an additional forty (40) hours of Management Leave per year.
- B. In the first pay period of December each year, the City shall cash out the employee's accrued balance of unused management leave, not to exceed 40 hours per year. With the exception of the maximum 40 hours of management leave that may be cashed out, all management leave hours must be used in the year earned, and cannot be carried over from one calendar year to the next.

(4) LONGEVITY PAY

Per Contract No. 1939, Article 6.01, effective July 1, 2023, all unit members shall be eligible to receive Longevity pay as follows:

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.

C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

(5) POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

In order to receive Post Certificate and/or Educational Incentive Pay, unit employees must present certificates or degrees to the Personnel Division for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree was officially received by the officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

The City shall provide Post Certificate/Educational Incentive Pay as follows:

- A. Employees with an intermediate POST certificate will receive an additional four percent (4%) above their base salary.
- B. Employees with an Advanced POST certificate and/or a Bachelor of Arts or Science (BA/BS) Degree will receive an additional four percent (4%) above their base salary.
- C. Employees with a Supervisory POST certificate and/or a Master of Arts or Science (MA/MS) Degree will receive an additional two and one-half percent (2.5%) above their base salary.

Employees that were receiving compensation for possession of an Associates Degree as of January 1, 2012 are "grandfathered" and will continue to receive compensation in an amount equal to the Intermediate POST compensation. Otherwise, the City does not provide additional compensation for an Associate Degree.

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an intermediate POST certificate would receive 4% for the Bachelor's, and 4% for the Intermediate POST, for a total of eight percent (8%) above their base salary. If the employee also had a Master's degree, the employee would receive an additional 2.5%, for a total of 10.5% above his or her base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(2) and CCR §571.1(b)(2), Educational Incentive or POST Incentive, as applicable.

(6) UNIFORM ALLOWANCE

Uniform allowance for Police Lieutenants shall be \$800 per year, payable in equal semiannual installments in the first pay periods of June and December, each year. In addition, on a biennial basis, the City shall provide employees with one all-weather jacket. To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all Classic CalPERS members pursuant to CCR §571(a)(2) and CCR §571.1(a)(5), Uniform Allowance.

(7) OUT OF CLASS PAY

Any unit member appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days, shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(8) CONTRACT DUTY

Unit members who, at the employee's discretion, work special assignments, typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half (1.5) times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.

"Contract Duty" shall mean police services contracted through the City and/or paid for by a private person, business, organization, entity or other government agency. Contract Duty may include police services paid for by grant funds received from other government agencies.

(9) VEHICLES

Unit members shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with City policy.

(10) OTHER BENEFITS

For other benefits such as holiday leave, medical, dental, vision insurance, retirement, and so on, that apply to Schedule MP; please refer to their MOU (Contract No. 1939).

(F) NON-SWORN MANAGEMENT EMPLOYEES

Salaries and benefits listed here apply to regular full-time employees designated as non-sworn Management employees (represented by San Fernando Management Group -SFMG) assigned to **Schedule M**, and reflect stipulations in the current MOU (Contract No. 2058).

(1) SALARY

For non-sworn Management (SFMG) employees, the salary ranges shown under **Schedule M** reflect the following provisions in Contract No. 2058:

A. Effective the first day of the first pay period that includes July 1, 2023, the City shall increase the base salary for each represented unit classification by four percent (4%), with Classic CalPERS members picking up an additional one percent (1%) of the City's contribution to CalPERS for a total employee pickup of four (4%) of the City's contribution.

In computing benefits that are a percentage of base salary (e.g., longevity, bilingual, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) ACTING PAY

Employees who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of ten (10) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

(3) BILINGUAL PAY

The City shall provide bilingual pay in the amount of \$100.00 per month to employees that satisfy the following conditions:

- A. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on a bi-annual written and/or oral testing procedures as selected by the City; and
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by his/her Department Head, and approved in writing by the City Manager.

(4) EDUCATION INCENTIVE PAY

Employees who possess a Master's degree or higher in a related field from an accredited educational institution prior to January 1, 2022 shall receive an additional 2% above their base salary step effective the first day of the full pay period that includes January 1, 2022. For employees who earn their Master's degree after January 1, 2022, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of their newly acquired degree to the Personnel Division.

(5) LONGEVITY PAY

Eligible Management employees shall receive longevity pay under the following terms:

- A. An additional 3% above the employee's base salary step upon completion of 10 years of continuous service with the City from date of hire.
- B. An additional 1% above the employee's base salary step, for a total of 4% over and above the base salary upon completion of 20 years of continuous service with the City from date of hire.

C. An additional 1% above the employee's base salary step, for a total of 5% over and above the base salary upon completion of 30 years of continuous service with the City from date of hire. Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA) under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay.

(6) ANNUAL LEAVE

- A. Annual Leave accrual per pay period for all Management employees is as follows: 0 4 years of service: 6.15 Hours (160 Hours/Year); 5 9 years of service: 7.69 Hours (200 Hours/Year); and 10 or more years of service: 9.23 Hours (240 Hours/Year).
- B. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.
- C. Employees may, at his/her discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

(7) MANAGEMENT LEAVE

The City shall grant each Management employee 80 hours of Management Leave per calendar year, to be credited each January 1. Up to 80 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

(8) MILEAGE REIMBURSEMENT

Management employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(9) TUITION REIMBURSEMENT

The City shall reimburse Management employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade, and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two years.

(10) TECHNOLOGY STIPEND

Effective on the first day of the pay period that includes January 1, 2022, the City will provide employees with \$100 per month as a technology stipend for use of personal technology for business purposes. Employees who have received a City-issued cell phone are ineligible for the technology stipend. The City will provide necessary hardware (e.g. laptop) for pre-approved telecommuting assignments. The technology stipend will serve as reimbursement for business use of personal internet connection.

(11) OTHER BENEFITS

For other benefits applicable to Management employees, such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule M, please refer to their MOU (Contract No. 2058).

(G) DEPARTMENT HEADS

Salaries and benefits listed here apply to regular full-time employees designated as Department Heads, assigned to **Schedule DH**, and reflect stipulations in the Council approved Resolution No. 7973 and amendments thereto:

(1) SALARY

For Department Heads, the salary ranges shown under **Schedule DH** reflect the following provisions in Resolution No. 7973:

A. Effective the first day of the first pay period beginning after July 1, 2023, the City shall increase the base salary for each Department Head by three percent (3%).

In computing benefits that are a percentage of base salary (e.g., longevity, bilingual, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) BILINGUAL PAY

Department Heads will receive bilingual pay in the amount of \$100.00 per month provided he or she has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City.

(3) LONGEVITY PAY

Eligible Department Heads shall receive longevity pay under the following terms:

- A. An additional 3% above the employee's base salary step upon completion of 10 years of continuous service with the City from date of hire.
- B. An additional 1% above the employee's base salary step, for a total of 4% over and above the base salary upon completion of 20 years of continuous service with the City from date of hire.

C. An additional 1% above the employee's base salary step, for a total of 5% over and above the base salary upon completion of 30 years of continuous service with the City from date of hire.

Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA) under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(4) ANNUAL LEAVE

- A. Annual Leave accrual per pay period for all Management employees is as follows: 0 4 years of service: 6.15 Hours (160 Hours/Year); 5 9 years of service: 7.69 Hours (200 Hours/Year); and 10 or more years of service: 9.23 Hours (240 Hours/Year).
- B. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.
- C. Employees may, at his/her discretion, accrue up to four hundred (400) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

(5) MANAGEMENT LEAVE

The City shall grant each Department Head 120 hours of Management Leave per calendar year, to be credited each January 1. Up to 120 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay.

(6) CAR ALLOWANCE

Department Heads will receive a City-provided vehicle or car allowance of \$400/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

(7) <u>TECHNOLOGY REIMBURSEMENT</u>

Department heads may elect to receive a technology reimbursement of \$125/month in lieu of a City-issued cell phone. Department heads that continue to receive a City-issued phone will not receive the reimbursement.

(8) WELLNESS REIMBURSEMENT

The City shall reimburse certain wellness expenses in an amount not to exceed \$750 each fiscal year. Employees must request reimbursement using a City approved form, and

supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year

(9) OTHER BENEFITS

For other benefits such as severance pay, medical, dental, vision, retirement, and so on, that apply to the Department Heads, please refer to Resolution Nos. 7973 and 7973(a).

(H) <u>CITY MANAGER</u>

The salary and benefits listed for the City Manager reflects the negotiated provisions in Contract Nos. 1906 and 1906 (a).

(1) SALARY

The salary shown for the City Manager in this salary schedule reflects a Flat Rate as per the following stipulations in Contract Nos. 1906:

A. Effective July 1st of each calendar year, during the term of the Agreement, the City Manager's base salary shall be adjusted by a percentage equal to the annual percentage change to the May Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area.

Per the latest report issued by the U.S. Department of Labor, Bureau of Labor Statistics, the May 2023 CPI is 3.2%.

- B. Effective February 1, 2020, and each July 1st thereafter, the City Manager shall contribute two percent (2%) of his base salary toward the City's CalPERS pension cost until his contribution totals eight percent (8%).
- C. Effective February 1, 2020, the City shall deposit the sum of Five Hundred Dollars (\$500) per month in employee's 457 Deferred Compensation Plan.

(2) MISCELLANEOUS BENEFITS

The City Manager shall receive the following benefits in the manner prescribed under Resolution No. 7807 (which established the Salary and Benefits for Department Heads, and now replaced by Resolution No. 7973): Annual Leave, Management Leave, Bereavement Leave, Wellness Reimbursement, Holidays, and Automobile Allowance.

(3) OTHER BENEFITS

For other benefits such as severance pay, medical, dental, vision, retirement, and so on, that apply to the City Manager, please refer to Contract Nos. 1906 and 1906 (a).

(I) CITY COUNCIL

In addition to the compensation reported under Section 2 (D) above, members of the City Council shall also receive the following benefits:

(1) AUTOMOBILE ALLOWANCE

The City shall provide City Council members with an automobile allowance in the amount of Four Hundred Dollars (\$400) per month to assist the members with the cost of using and operating their own private vehicle, and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.

(2) MEDICAL, DENTAL AND VISION INSURANCE

City Council members shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (Department heads). However, where a fixed Cafeteria Plan allotment is accorded for purchase of medical, dental, and vision insurance, and the Council member does not spend his or her entire allotment, the balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.

(3) RETIREMENT

City Council members shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws for elected officials.

(4) <u>TECHNOLOGY REIMBURSEMENT</u>

City Council members may elect to receive a technology reimbursement of \$125/month in lieu of a City-issued cell phone. Members that elect to receive a City-issued phone will not receive the reimbursement.

(5) WELLNESS REIMBURSEMENT

The City shall reimburse City Council members up to annual maximum of \$750 for reimbursable "wellness" expenses specifically incurred for health and welfare to the extent defined and permitted by Government Code, Section 53200(d). Medical exams, uninsured medical care costs, vision and dental expenses may qualify as health and welfare benefits. However, health club/fitness center membership, registration fees for health classes, and entrance fees for competitive events shall not qualify as health and welfare benefits.

SECTION 4: EMPLOYEES PLACED IN SAME STEP

For the purpose of placing this Resolution in effect as of the first day of the first pay period that includes July 1, 2023 and for the purpose of interpretation, each employee shall be placed in that salary step which he or she presently occupies in the range set forth for said position.

SECTION 5: INTERPRETATION INEQUITY

In case of an inequity of hardship affecting any employee in a particular classification by reason of the adoption of this Resolution, the Council may adjust the same and the Council's action thereon as entered on the minutes shall be final. The Council shall determine all matters of interpretation of this Resolution and placement of employees in the proper salary steps and classification, and Council's decision on such matters as entered on the minutes shall be final.

SECTION 6: INTENT OF COUNCIL

It is the specific intent of the City Council that all officers and employees of the City for whom a salary range is specified in this Resolution or any amendment hereto shall be governed by the provisions of this Resolution.

SECTION 7: REPEAL

Resolution No. <u>8162</u>, adopted June 21, 2022, all Resolutions amendatory thereof or in conflict herewith and all motions and actions of the City Council in conflict herewith or covering the same matters heretofore adopted or taken to be the same are hereby repealed.

SECTION 8: EFFECTIVE DATE

The City Clerk shall certify to the passage of this Resolution, and the same shall be in full force and effect as of the first day of the first pay period that includes July 1, 2023.

PASSED, APPROVED, AND ADOPTED THIS 20th day of June, 2023.

	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
ATTEST:	
Julia Fritz, City Clerk	_

CERTIFICATION

, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full rue, and correct copy of Resolution No, 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 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,
Julia Fritz, City Clerk
Julia Filez, City Cicik

RESOLUTION NO. 8245

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE TABLE OF ORGANIZATION FOR THE 2023-2024 FISCAL YEAR AND REPEALING PORTIONS OF SECTION 1 OF RESOLUTION NO. 8163, ADOPTED JUNE 21, 2022, AND ALL RESOLUTIONS AMENDATORY THEREOF, AND ALL MOTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH.

WHEREAS, the City Council of the City of San Fernando is scheduled to adopt the Fiscal Year 2023-2024 Budget on June 20, 2023; and

WHEREAS, the Budget to be adopted for Fiscal Year 2023-2024 has provisions for various positions and classifications; and

WHEREAS, it is necessary that said positions be assigned to specific departments, divisions and activities by title and number; and

WHEREAS, it is necessary that a new Table of Organization be adopted to reflect the positions assigned to specific departments, divisions, and activities by title and number;

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

SECTION 1: That that portion of the said Table of Organization adopted on June 21, 2022, per Resolution No. 8163, and all Resolutions amendatory thereof, be repealed, and that a new Table of Organization be added assigning the positions to the departments, divisions and activities as herein designated per attached Exhibit "A".

SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on June 21, 2022, per Resolution No. 8163, remains unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 20th day of June, 2023.

ATTEST:	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
Julia Fritz, City Clerk	_

CERTIFICATION

l, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a true, and correct copy of Resolution No. 8245, which was regularly introduced and adopte the City Council of the City of San Fernando, California, at a regular meeting thereof held or 20 th day of June, 2023, by the following vote of the City Council:	d by
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of City of San Fernando, California, this day of June, 2023.	f the

Julia Fritz, City Clerk

CITY OF SAN FERNANDO FY 2023-2024 - TABLE OF ORGANIZATION

			AVG
DEPARTMENT/TITLE	BUDGETED	FULL TIME	NUMBER OF
<u>DEL ARTIWENT/THEE</u>	HOURS	EQUIVALENT	PERSONNEL
	(PER WEEK)	(FTE) STATUS	IN POSITION
ADMINISTRATION	1	1	
City Manager	40	1	1
Deputy City Mgr/Economic Development	40	1	1
Assistant to the City Manager	40	1	1
Executive Assistant to the City Manager	40 1		1
Personnel Div	_	•	•
Personnel Manager	40	1	1
Personnel Technician	40	1	1
Personnel Assistant	40	1	1
Personnel Office Clerk (P/T)	18.4	0.46	1
Management Intern (P/T)	18.4	0.46	1
TOTAL	316.8	7.92	9
CITY CLERK			
City Clerk	40	1	1
Deputy City Clerk/Management Analyst	40	1	1
TOTAL	80	2	2
COMMUNITY DEVELOPMENT			
Director of Community Development	40	1	1
Administrative Assistant	40	1	1
Associate Planner	40	1	1
Community Development Technician	40	1	1
Community Preservation Officer	120	3	3
Community Preservation Officer (P/T)	38	0.95	3
Housing Coordinator	40	1	1
Management Intern (P/T)	18.4	0.46	2
TOTAL	376.4	9.41	13
FINANCE			
Director of Finance/City Treasurer	40	1	1
Accounting Assistant	40	1	1
Accounting Technician	80	2	2
Information Technology System Admin.	40	1	1
Senior Accountant	40	1	1
Payroll Technician	40	1	1
Treasurer Assistant	40	1	1
Management Intern (P/T)	18.4	0.46	1
TOTAL	338.4	8.46	9

			RES. NO. 8245
DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
POLICE	TI LIK WELK)	<u>(1 1 L) 0 17 (1 0 0</u>	IIVI COITICIV
	40	4	4
Chief of Police	40	1	1
Police Lieutenant	80	2	2
Police Sergeant	200	5	5
Police Officer	1080	27	27
Community Service Officer	80	2	2
Management Analyst	40	1_	1
Police Desk Officer	280	7	7
Police Executive Assistant	40	1	1
Police Records Administrator	40	1	1
Police Records Specialist	80	2	2
Property Control Officer	40	1	1
Senior Desk Officer	40	1	1
Community Service Officer (P/T)	40	1	2
Crossing Guard (P/T)	40	1	6
Junior Cadet (P/T)	78.4	1.96	4
TOTAL	2198.4	54.96	63
PUBLIC WORKS			
Director of Public Works/City Engineer	40	1	1
Management Analyst	40	1	1
Executive Assistant	40	1	1
Public Works Technician	40	1	1
Public Works Operations Manager	40	1	1
Management Intern (P/T)	18.4	0.46	2
• • • • • • • • • • • • • • • • • • • •		0.40	۷
Electrical Divi	40	4	4
City Electrician		1	1
Engineering C		0	0
Civil Engineering Assistant II	80	2	2
·	enance Divisior	-	4
Public Works Superintendent	40	1	1
Public Work Supervisor	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	160	4	4
-	aintenance Divi		
City Mechanic	40	1	1
Street Service			
Public Works Maintenance Worker	80	2	2
Senior Maintenance Worker	40	1	1
Senior Park Maintenance Specialist	40	1	1
Senior Sewer Worker	40	1	1
Senior Tree Care Specialist	40	1	1
Sewer Worker	40	1	1
City Maintenance Helper (P/T) - Grafitti	30	0.75	2
Public Works Maintenance Helper (P/T)	92	2.3	5

			AVG
DEPARTMENT/TITLE	BUDGETED	FULL TIME	NUMBER OF
<u>DEI ARTIWENT/TITEE</u>	HOURS	EQUIVALENT	PERSONNEL
	(PER WEEK)	(FTE) STATUS	IN POSITION
	<u>(i Lit vv LLit)</u>	<u>(1 12/01/(100</u>	<u>III OOIIIOII</u>
PUBLIC WORKS (Continued)			
Water Service	s Division		
Water Operations Manager	40	1	1
Water Superintendent	40	1	1
Cross Connection Specialist	40	1	1
Senior Water System Operator	40	1	1
Senior Water Worker	40	1	1
Water System Supervisor	80	2	2
Water Worker I	40	1	1
Water Worker II	80	2	2
TOTAL	1460.4	36.51	42
RECREATION & COMMUNITY SERVICES			
Director of Rec. & Community Services	40	1	1
Administrative Assistant	40	1	1
Executive Assistant	40	1	1
Management Intern (P/T)	18.4	0.46	1
Rec & Comm Services Coordinator	40	1	1
Rec & Comm Services Supervisor	80	2	2
Social Services Coordinator	40	1	1
Program Specialist	80	2	2
Day Camp Counselor (P/T)	280	7	14
Office Clerk (P/T)	38.4	0.96	2
Recreation Leader I (P/T)	164	4.1	8.63
Recreation Leader II (P/T)	40	1	2.11
Recreation Leader III (P/T)	51.2	1.28	2.69
Senior Day Camp Counselor (P/T)	101.2	2.53	5.06
TOTAL	1053.2	26.33	44.49
GRAND TOTAL	5823.6	145.59	182.49

RESOLUTION NO. 8246

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 7973 ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS

WHEREAS, the City Council of the City of San Fernando adopted Resolution No. 7973 on January 27, 2020, which sets the compensation and benefit plan for the City's Executive Management Staff; and

WHEREAS, Sections 8 and 9 of Resolution No. 7973 include certain benefit plan for Wellness Reimbursement, Technology Reimbursement and Car Allowance for Executive Management Staff; and

WHEREAS, the City Council has determined that it is appropriate to increase the existing benefit plan for Wellness Reimbursement, Technology Reimbursement and Car Allowance to eligible Executive Management Staff in the City.

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

SECTION 1. Approval of amendments to Resolution No. 7973 are outlined in Exhibit "1". Resolution 7973 and all amendments thereto shall remain binding and operational except to the extent amended under this Resolution and no further.

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 20th day of June 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. 8246, 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
20 th day of June, 2023, by the following vote of the City Council:

AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunto set r Fernando, California, this day of June, 2023.	ny hand and affixed the official seal of the City of San
	Julia Fritz, City Clerk

Resolution No. 7973 is hereby amended to increase certain Executive Management Staff benefits as follows:

SECTION 8. REIMBURSEMENTS:

A. Wellness Reimbursement

The City shall increase the reimbursement for certain wellness expenses from \$600 to an amount not to exceed \$750 each fiscal year. Employees must request reimbursement using a City approved form, and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

B. Technology Reimbursement

The City shall increase the technology reimbursement, which is provided in lieu of a City-issued cell phone, from \$100 to \$125 per month. Staff that continues to receive a City-issued phone will not receive the reimbursement.

SECTION 9. CAR ALLOWANCE:

A. Car Allowance

The City shall increase the car allowance provided to Executive Management Staff members from \$300 to \$400 per month. This provision is only for staff members that are without City-provided vehicle, for attendance to off-site meetings, conferences, professional development, and any other business-related travel. Staff members receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

RESOLUTION NO. 7973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR CERTAIN EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS

WHEREAS, under California State law, the City Council is vested with the authority to designate classifications as being Department Heads; and

WHEREAS, the City Council; has established and designated the following classifications as Department Heads: (1) Police Chief, (2) Director of Public Works; (3) Director of Community Development; (4) Director of Finance; and (5) Director of Recreation and Community Service; and

WHEREAS, the classifications designated as Department Heads of the City of San Fernando are critical to the City's efficient and effective operations, the City Council recognizes the management nature and responsibilities of the positions; and

WHEREAS, the City Council desires to provide competitive salary and benefits to its employees; and

WHEREAS, the City of San Fernando intends to provide adjustments effective the first day of the first pay period beginning after July 1, 2019 to employees in Department Head classifications; and

WHEREAS, the City Council has determined that it is appropriate to provide economic adjustments to employees in Department Head classifications that are consistent with negotiated provisions in other recognized bargaining units in the City; and

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

SECTION 1. Approve the wages, benefits, and terms and conditions of employment for the employees in Department Head classifications as outlined in the attached "Exhibit 1."

PASSED, APPROVED, AND ADOPTED this 27th day of January, 2020.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a special meeting of the City Council held on the 27th day of January, 2019, by the following vote to wit:

AYES:

Pacheco, Ballin, Gonzales, Mendoza - 4

NOES:

Fajardo – 1

ABSENT:

None

Elena G. Chávez, City Clerk

Upon the City Council's adoption of Resolution 7973, the compensation, benefits plan, and terms and conditions of employment for employees in classifications designated as Department Heads will be as set forth below.

SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:

- Police Chief
- Director of Public Works
- Director of Community Development
- Director of Finance
- Director of Recreation and Community Services

SECTION 2. SALARY:

The base salary for each employee subject to this Resolution shall be adjusted as follows:

- Effective on the first day of the first pay period beginning after July 1, 2019, the employee's base salary shall be increased by four percent (4.0%). The Director of Recreation and Community Services (RCS) salary will be y-rated for the first year of this Resolution. Subsequent salary increases will be applied to the Director of RCS salary.
- Effective on the first day of the first pay period beginning after January 1, 2020, equity adjustments as follows:

Classification	Change in Base Salary	
Police Chief	9.0%	
Director of Public Works	12.0%	
Director of Community Development	3.5%	
Director of Finance	3.5%	

- Effective on the first day of the first pay period beginning after July 1, 2020, the employee's base salary shall be increased by four percent (4.0%).
- Effective on the first day of the first pay period beginning after July 1, 2021, the employee's base salary shall be increased by four percent (4.0%).
- Effective on the first day of the first pay period beginning after July 1, 2022, the employee's base salary shall be increased by four percent (4.0%).
- Effective on the first day of the first pay period beginning after July 1, 2023, the employee's base salary shall be increased by three percent (3.0%).

SECTION 3. SPECIAL PAY:

Longevity

Department Heads that have completed 10 years of service from date of hire will receive an additional 3% above the base salary step.

Department Heads that have completed 20 years of service from date of hire will receive a total of 4% over and above the base salary.

Department Heads that have completed 30 years of service from date of hire will receive a total of 5% over and above the base salary.

Department Heads on leave of absence without pay, with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

Bilingual Pay

Department Heads will receive bilingual pay in the amount of \$100 per month provided he or she has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City.

Acting Pay

Department Heads who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

Deputy City Manager Designation

The City Manager may, at his or her discretion, designate no more than one (1) Department Head as Deputy City Manager. In addition to the duties and responsibilities included in the Department Head's regular classification, the Deputy City Manager designation will be responsible for assisting the City Manager with general City administrative duties, as assigned, and will assume the responsibilities of the City Manager during the City Manager's absence. A Department Head designated as Deputy City Manager will receive ten percent (10%) special assignment pay on top of their base salary.

SECTION 4. EMPLOYEE AND RETIREE INSURANCE BENEFITS:

Medical, Dental and Vision Insurance for Active Employees

The City contracts with the California Public Employees' Retirement System (CalPERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee's Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

- 1. An enrolled employee and eligible dependents;
- 2. An enrolled retiree and eligible dependents; and
- 3. A surviving annuitant.

The City will provide Department Heads with a full flex cafeteria plan in accordance with IRS Code Section 125. Department Heads shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

For 2020, the monthly flex dollar allowances for employees purchasing benefits under the cafeteria plan, inclusive of the statutory PEMHCA minimum, are as follows:

	January 1, 2020		
Employee only:	\$878.38		
Employee + 1:	\$1,521.10		
Family:	\$2,048.13	-	

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out" provision below, Department Heads have the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

Beginning January 1, 2021, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

If any bargaining unit negotiates a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for Department Heads to match the higher flex dollar amount.

Opt Out

Department Heads may elect to discontinue participation in the CalPERS Health Plan medical insurance coverage ("Opt Out"), subject to the provisions set forth below. The intent of this provision is to share premium savings that the City will receive as a result of a Department Head canceling City coverage.

- 1. Department Heads electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California, and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.
- 2. Department Heads receiving opt-out pay as of January 1, 2020 will receive \$845 per month through December 31, 2020, or until they elect to enroll in City medical insurance, whichever is earlier.
- 3. Department Heads that were receiving opt-out pay as of January 1, 2020, and who have continuously received it without interruption will receive \$795 per month beginning January 1, 2021. The opt-out pay will be further reduced by \$50 per month each January 1 thereafter until it is equal to the opt-out pay provided for employees "who opt out after January 1, 2020" as enumerated in provision 5 of this section.
- 4. Department Heads that were receiving opt-out pay as of January 1, 2020 who subsequently enroll in City medical insurance, then opt out again after January 1, 2020 will receive the opt-out pay provided for employees "who opt out after January 1, 2020" as enumerated in provision 5 of this section.
- 5. For Department Heads not receiving opt-out pay as of January 1, 2020 and/or who opt out after January 1, 2020, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210/month) each month into Retiree Health Savings Account.
- 6. After electing to Opt Out, a Department Head who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.
- 7. For medical insurance plans, when a unit employee is the spouse of another benefited employee, the affected employees shall have the option of:
 - a. Receiving a flex dollar amount and selecting coverage as a single employee; or

b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may optout as outlined above.

Medical Insurance for Retirees

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a two (2) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Department Heads hired on or before June 30, 2015 and retire on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself/herself and eligible dependents, except that if the employee chooses the most expensive plan, the employee will be pay the difference in premiums.

2. Retiree Medical Tier II: Department Heads hired on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently \$122 per month for 2015).

Retiree Health Savings Account

For Department Heads that are in Retiree Medical Tier II as described above, the City will contribute \$100 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. An employee may elect to contribute an additional amount to the RMT or RHS, at his or her option. The City will work to implement a RMT or RHS prior to June 30, 2016.

Life Insurance

The City shall provide all Department Heads with a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee.

SECTION 5. RETIREMENT:

The City shall provide retirement benefits to eligible employees through the California Public Employees' Retirement System (CalPERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired prior to November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired on or after November 12, 2005 will receive the 2% at 55, final 36-month average compensation retirement calculation.

Third Tier: "New" members hired on or after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement compensation retirement calculation.

In accordance with the existing contracts with CalPERS, the City shall provide the following retirement benefits to employees:

- a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- b. 5% Cost of Living Allowance (COLA) for employees hired on or before November 12, 2005; and 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).
- c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

Retirement benefits applicable to the Police Chief only are included in Article 3. RETIREMENT BENEFITS, Sections 3.01 - 3.03, of the Memorandum of Understanding between the San Fernando Police Officers Association and the City of San Fernando for the term July 1, 2019 through June 30, 2024.

CalPERS Contributions

1. Employer Paid Members Contributions for Classic Members

The City shall pay 8.0% of the member contribution for First Tier "classic" members and 7.0% of the member contribution for Second Tier "classic" members.

The City's payments, above, shall be treated as a "pick up" of employee contributions pursuant to IRC 414(h)(2).

The City shall report the value of the Employer Paid Member Contribution ("EPMC") to CalPERS as compensation earnable on behalf of each Department Head, pursuant to California Government Code Section 20636(c)(4).

2. PEPRA Member Contributions

In accordance with PEPRA, "New" members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

CalPERS Cost Sharing

Classic Employees shall pay an additional pension contribution as cost sharing in accordance with Government Code section 20516(f) as follows:

- Effective on the first day of the first full pay period after July 1, 2019: one percent (1%) for a total of 1% cost sharing of the City's contribution.
- Effective July 1, 2020: an additional one percent (1%) for a total of two percent (2%) cost sharing of the City's contribution.
- Effective July 1, 2021: an additional one percent (1%) for a total of three percent (3%) cost sharing of the City's contribution.
- Effective July 1, 2022: an additional one percent (1%) for a total of four percent (4%) cost sharing of the City's contribution.

SECTION 6. LEAVE BENEFITS:

Management Leave

Management leaves provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide Department Heads with one hundred twenty (120) hours Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's current rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

Annual Leave

Department Heads earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates.

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0 – 4 years of City service: 6.15 hours per pay period (160/year)
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5 – 9 years of City service: 7.69 hours per pay period (200/year)

10 or more years of City service: 9.23 hours per pay period (240/year)

Department Heads who have pre-existing sick leave and/or vacation accrual balance shall convert sick leave to annual leave at the rate of one hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one hour of vacation to one hour of annual leave.

Department Heads may, at the employee's discretion, accrue up to four hundred (400) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

The incumbent Police Chief will be paid out up to two hundred and fifty (250) hours from existing leave balances (including compensatory time, sick leave, holiday leave, etc.) each July 31st until all other leave balances, excluding Management Leave, are exhausted and annual leave is less than three hundred (300) hours. At that point, the Police Chief will be subject to the four-hundred-hour cap for annual leave. The Police Chief will continue to accrue annual leave at the applicable rate identified in this Resolution.

Holiday Leave

Each Department Head shall be entitled to the following holidays with pay (8 hours per holiday):

(1)	New Year's Day	(7)	Labor Day
(2)	Martin Luther King, Jr. Birthday	(8)	Veteran's Day
(3)	President's Day	(9)	Thanksgiving Day
(4)	Cesar Chavez's Birthday	(10)	Day after Thanksgiving
(5)	Memorial Day	(11)	Christmas Day
(6)	Independence Day	(12)	Floating Holiday

Floating holiday hours are credited each January 1 and must be used before December 30. Unused floating holiday hours are not carried forward.

Bereavement Leave

Department Heads shall be permitted to use up to five (5) days of paid bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of this benefit, "Immediate Family" shall mean grandparent, parent, child, sibling (including step or half), spouse, or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights

to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child of a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

The City Manager may authorize additional days of leave for bereavement purposes on an asneeded basis.

SECTION 7. WORK SCHEDULE:

Department Heads shall devote not less than 40 hours per week to assigned duties. It is recognized that Department Heads may need to devote more time outside of normal office hours for the benefit of the City.

SECTION 8. REIMBURSEMENTS:

Tuition Reimbursements

The City shall reimburse Department Heads for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

Wellness Reimbursement

To encourage the health and well-being of employees, the City shall reimburse certain wellness expenses in an amount not to exceed \$600 each fiscal year. Employees must request reimbursement using a City approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- a. Medical examination by the health provider of the employee's choice.
- b. Other formal wellness programs provided by professionals (e.g. smoking cessation, weight control, nutrition, or similar programs.)
- c. Reimbursement for employee or eligible dependent medical expenses (deductibles or copayments) not covered by the employee's health, dental, or vision insurance.

- d. Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- e. Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.
- f. Dental work (included orthodontia) for employee or eligible dependents not covered by medical or dental insurance.
- g. Membership in a health club or fitness center.
- h. Registration fees for health classes (e.g. yoga, cross fit, etc.).
- i. Entrance fees for competitive sporting events (e.g. bicycle or running race, mud run competition, et cetera).

Technology Reimbursement

Department Heads may elect to receive a technology reimbursement of \$100/month in lieu of a City issued cell phone. Department Heads that continue to receive a City issued cell phone will not receive the reimbursement.

SECTION 9. CAR ALLOWANCE:

Department Heads will receive a City-provided vehicle or car allowance of \$300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department Heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

SECTION 10. SEVERANCE PAY:

Department Heads are considered at-will employees and serve at the pleasure of the City Manager. If a Department Head is dismissed or discharged without cause, the City will provide the employee up to three (3) months' severance pay. Severance pay shall be calculated on base salary only, and on years of service with the City at a rate of one (1) month per one (1) year of service. In the event a Department Head is dismissed for cause, the City shall have no obligation to pay severance benefits.

After receiving written notice of dismissal from the City, Department Heads may elect to be placed on administrative leave for an amount of time equal to their earned severance pay (i.e. up to three months) instead of receiving a lump-sum payout. The employee must notify the City of their election within three (3) business days of receiving written notice of dismissal.

SECTION 11. EMPLOYMENT CONTRACTS

The City Manager, with the approval as to form by the City Attorney, may execute a separate employment contract with any Department Head provided the benefits included in the contract do not exceed the benefits listed in this Resolution. Benefits listed in this Resolution shall govern unless otherwise provided in the Department Head's employment contract.

SECTION 12. PROVISIONS OF LAW AND SEVERABILITY:

The parties agree that this Resolution is subject to all current and future applicable federal, state, and local laws.

If any article, part, or provision of this Resolution is in conflict with or inconsistent with applicable provisions of federal, state or local law or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision thereof shall be suspended or superseded by such applicable law or regulation, and the remainder of the Resolution shall not be affected thereby.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Michael E. Okafor, Personnel Manager

Date: June 20, 2023

Consideration to Adopt a Resolution Approving Changes to the Job Specification Subject:

for Senior Tree Care Specialist

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8243 (Attachment "A") approving changes to the Job Specification for Senior Tree Care Specialist (Exhibit "1" to Attachment "A"); and
- b. Authorize the City Manager to initiate the recruitment process for the new job classification, and make non-substantive edits and execute all related documents as necessary.

BACKGROUND:

- 1. On June 21, 2022, the City Council approved the Fiscal Year (FY) 2022-2023 Budget that included establishment of new job classifications for Senior Park Maintenance Specialist, Senior Sewer Worker, Senior Tree Care Specialist, Sewer Worker, and Recreation and Community Services Coordinator in Public Works and Recreation and Community Services Departments.
- 2. On February 23, 2023, the City reached an agreement with the San Fernando Public Employees' Association (SFPEA)/SEIU Local 721 to move forward with City Council adoption of the new Job Specifications for the new job classifications.
- 3. On March 6, 2023, the City Council adopted the new job specifications, including one for the Senior Tree Care Specialist.
- 4. On April 14, 2023, the City received a request from SFPEA/SEIU Local 721 to change/remove the special licensing requirement of a Class "B" Commercial Driver's License for the Senior Tree Care Specialist as currently specified in the Job Specification.

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

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Consideration to Adopt a Resolution Approving Changes to the Job Specification for Senior Tree Care Specialist

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5. On June 2, 2023, the City and SFPEA/SEIU Local 721 reached an agreement to proceed with the removal of the Class "B" Commercial Driver's License from the Senior Tree Care Specialist Job Specification, and seek City Council approval and adoption of same.

ANALYSIS:

A job specification defines the general purpose, sets minimum qualifications, physical and mental demands, and describes the essential duties and responsibilities of each City position. Per Article 17.01 of the City's Memorandum of Understanding (MOU) with SFPEA/SEIU Local 721 (Contract No. 1887), the City shall meet and confer with the Union when it is establishing new, or revising existing job descriptions and classifications within the Unit, and the City shall consider the Union's comments and recommendations as it prepares the final job description or specifications for City Council approval.

The Senior Tree Care Specialist position will direct crews and perform a variety of skilled tree maintenance, trimming and removal of trees on City properties. It is a senior maintenance level job classification that will carry out tree maintenance and tree care duties, and requires an indepth understanding of the City's tree canopy, operations and best maintenance practices with significant accountability for ensuring stable, dependable care of the City's trees.

Subsequent to City Council adoption of the new Job Specification for the Senior Tree Care Specialist, SFPEA requested removal of the Class "B" Commercial Driver's License minimum requirement for the position as the Senior Tree Care Specialist will not be required to operate a Class "B" vehicle as part of their regular duties.

Upon further review and research regarding the special licensing requirements for the Senior Tree Care Specialist job classification, staff is in agreement with SFPEA/SEIU Local 721's request to remove the Class "B" Commercial Driver's License requirement, and only require the Class "C" Driver's License as needed. This will assist the City's recruiting efforts as possession of a Class "C" license is much more common than possession of a Class "B" license, which will result in a broader applicant pool.

BUDGET IMPACT:

There is no additional budget impact. Funding for the Senior Tree Care Specialist will remain as approved in the FY 2022-2023 and FY 2023-2024 Budgets.

Consideration to Adopt a Resolution Approving Changes to the Job Specification for Senior Tree Care Specialist

Page 3 of 3

CONCLUSION:

Staff recommends that the City Council approve the proposed amendment to the job specification for Senior Tree Care Specialist, and authorize the City Manager to initiate the recruitment process for the new job classification.

ATTACHMENT:

A. Resolution No. 8243, including: Exhibit 1: Job Specification for Senior Tree Care Specialist

RESOLUTION NO. 8243

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF SUPPLEMENT NO. 188 THERETO

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966, and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 188 (Exhibit "1") covering important and essential duties, job-related and essential qualifications for the following position and classification:

SENIOR TREE CARE SPECIALIST

Supplement No. 188 is hereby adopted and approved as the new official job classification and definitions, prescribing important and essential duties, job-related and essential qualifications for the position and classification set forth above. Copies of Supplement No. 188 are now on file in the office of the City Clerk. Said Supplement No. 188 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of June 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. 8243, 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 20 th day of June, 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 June, 2023.
Julia Fritz, City Clerk



JOB SPECIFICATION							
CLASS TITLE		ADOPTION					
		RESOLUTION NO.	EFFECTIVE DATE				
CENTION THEE CARE CHECKALIST	8243	6/20/23					
	SENIOR TREE CARE SPECIALIST	FLSA DESIGNATION					
		NON-EXEMPT					

GENERAL PURPOSE

Under general supervision, to direct a crew and perform a variety of skilled tree maintenance and removal; climb trees and operate aerial devices and other tree maintenance equipment for the purpose of tree and root pruning; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

A Senior Tree Care Specialist is a senior-level classification in the Operations division. In addition to performing the full range of entry-level and advanced skilled duties, incumbents serve as the lead person of a crew of entry-level maintenance personnel overseeing their work and providing guidance and training as they carry out tree maintenance and tree care duties. Work requires an in-depth understanding of the City's tree canopy, operations and best maintenance practices, and involves significant accountability for ensuring stable, dependable care of the City's trees.

This position reports directly to the Public Works Supervisor. A Senior Tree Care Specialist is distinguished from Public Works Supervisor in that an incumbent in the latter class has higher levels of certification, and provides full supervision and oversight of the operations, activities and staff in the City's tree care operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Directs, trains, and participates in the trimming, pruning, and maintenance of trees on municipal properties, working from the ground, from ladders, in aerial devices, and by climbing trees with the aid of ropes and climbing saddles.
- 2. Uses small and large power equipment and hand tools to cut and trim trees.
- 3. Plants, removes, irrigates, cultivates, applies pesticides, and fertilizes trees and shrubs.
- 4. Leads the work of tree trimmers who are working on the same assignment.
- 5. Oversees contractor crews in supervisor's absence.
- 6. Fosters a team environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- 7. Assists with inspection of trees throughout the City and initiating work orders to trim, spray, or remove trees.
- 8. May be required to drive a light or heavy-duty truck and/or operate a crane truck.
- 9. Operates stump remover, root cutters, spray rig, brush chippers, and skip loader and attachments.
- 10. Cuts and removes concrete and asphalt.
- 11. Makes minor repairs to irrigation systems.
- 12. Ensures safety of property and persons by placing or directing to be placed warning devices and other safety apparatus at job sites.
- 13. Investigates citizen complaints.
- 14. Inspects contract work to ensure performance according to required standards.
- 15. Requisition materials; prepares and maintains various written reports.
- 16. May be required to perform additional functions including, but not limited to, landscape maintenance of parks and other municipal properties.
- 17. Drives on City business.
- 18. Respond to emergency call outs.
- 19. Other related duties, as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

- 1. The characteristics of shade and ornamental trees used in the urban forest.
- 2. The methods and equipment used in planting, bracing, spraying, injecting, pruning, trimming, and removing trees and shrubs.
- 3. Principles and practices of leadership.

ABILITY TO:

- 1. Observe and ensure safe practices and procedures.
- 2. Perform heavy manual labor; climb trees using appropriate equipment.

MINIMUM QUALIFICATIONS

- 3. Operate power saws, shears, axes, pruning tools, ladders, aerial devices, and other standard tree trimming tools and equipment.
- 4. Operate computers and related computer software.
- 5. Understand, follow and give written and oral directions.
- 6. Learn, comprehend, and apply department policies and regulations.
- 7. Safely drive a light or heavy-duty truck.
- 8. Communicate effectively, both orally and in writing.
- 9. Maintain records and prepare written reports.
- 10. Establish and maintain effective working relationships with supervisors, fellow employees, and the public.
- 11. Implement safety regulations.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and five years of experience in general tree maintenance work, including tree trimming and tree climbing, landscape maintenance, horticulture, or related work; or an equivalent combination of training and experience is required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C Driver's License, and the ability to maintain insurability under the City's vehicle insurance program are required.

A valid California Class "B" Driver's License is required.

Certification as a Certified Tree Worker by the International Society of Arboriculture is highly desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms;

PHYSICAL AND MENTAL DEMANDS

perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/ abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions, and frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. He/She is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations, and may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.



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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Rodrigo Mora, Public Works Operations Manager

Date: June 20, 2023

Subject: Consideration to Approve a Purchase Order with Grainger Through the Sourcewell

Purchasing Contract No. 091422-WWG to Purchase a Refurbished Mobile Modular

Building to be Placed at the Public Works Yard

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of a refurbished Mobile Modular Building for an amount not-to-exceed \$169,614.49 from Grainger (Attachment "A") through the Sourcewell Purchasing Cooperative Contract No. 091422-WWG (Attachment "B"); and
- b. Authorize the City Manager to execute the purchase order and all related documents.

BACKGROUND:

- 1. In November 1990, the City purchased a modular building from Golden Office MFG Inc. to be used as the Public Works Department staff breakroom, which is currently located at the City Yard at 501 First Street, San Fernando.
- 2. On August 14, 2015, the City became a member of the National Joint Power Alliance, now known as Sourcewell.
- 3. In June 2022, the City Council approved the Public Works Department's budget, including the enhancement of a Personnel Trailer, or mobile modular building, to provide Public Works staff with a safer, cleaner working environment.
- In May 2023, staff obtained a competitively solicited bid for a Mobile Modular Building from Grainger via their contract with Sourcewell to replace the existing 33 year old modular building.

PUBLIC WORKS DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

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Consideration to Approve a Purchase Order with Grainger Through the Sourcewell Purchasing Contract No. 091422-WWG to Purchase a Refurbished Mobile Modular Building Placed to be Placed at the Public Works Yard

Page 2 of 3

ANALYSIS:

Modular buildings are an affordable, prefabricated option for creating an office environment without the need to build using traditional construction methods. The building is delivered self-contain with all necessary plumbing and electrical needs, and will serve as an administrative hub for staff.

The current City modular building located at the Public Works Yard (501 First Street, San Fernando) is primarily used for community volunteer check in's, staff reporting, meetings, and as a break room for City staff. It contains a time clock, restrooms, and lockers for staff. The existing modular building is 33 years old and has several structural issues, including holes in the ceiling and floors, and water damage throughout. The modular building is primarily used by the Public Works Department and is the only building within the Public Works Yard.

The proposed new modular building (Attachment "C") is a refurbished model in excellent condition and will be built to the City's specifications, creating a safer, cleaner environment for Public Works staff. This enhancement will help improve staff morale and better accommodate contractors and consultants during field meetings.

Procurement Through Sourcewell.

Sourcewell provides state and local government agencies within the State of California with a specialized procurement process for obtaining certain 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.

Sourcewell uses existing competitively awarded government contracts to create the basis for the procurement needs of the State of California. Sourcewell is an established and well-recognized program that allows access to multiple vendors, competitive bids and reduces staff time to execute the procurement process.

Sourcewell has a contract with Grainger, an online equipment supplier, for equipment that is available for purchase by local government agencies. The Grainger, Mobile Modular Management Building provided the lowest bid and is located in the Southern California area.

BUDGET IMPACT:

Sufficient funding to purchase the Mobile Modular Management Building is included in the Fiscal Year 2022-2023 Budget (Account #043-390-0000-4500 – Facilities Management).

Consideration to Approve a Purchase Order with Grainger Through the Sourcewell Purchasing Contract No. 091422-WWG to Purchase a Refurbished Mobile Modular Building Placed to be Placed at the Public Works Yard

Page 3 of 3

CONCLUSION:

Staff recommends the City Council approve the purchase of the Mobile Modular Management Building and authorize the City Manager to execute the purchase order and related documents.

ATTACHMENTS:

- A. Grainger, Mobile Modular Management Building Bid with details quote
- B. Sourcewell Contract No. 091422-WWG
- C. Photos of New Mobile Modular Building



Customer Quotation. ATTACHMENT "A"

Ship To: Information CITY OF SAN FERNANDO Grainger Quote Number 2054139073 Attn: RODRIGO MORA Print Date 05/01/2023 Customer Account 117 N MACNEIL ST 819379686 SAN FERNANDO, CA 91340-2911 Department Number Contact Name **RODRIGO MORA** US Shipper Account: Contact Phone 8184384112 Contact Fax Contact Email rmora@sfcity.org Customer PO Customer Job Name

eQuote Information:

Comments: One or more items may be non-cancelable /non-returnable. Please see item notes below.

"W.W. Grainger, Inc. is providing this quote for a used and/or reconditioned item at your request. By accepting this quotation and submitting a purchase order, you acknowledge that the item requested is a used and/or reconditioned item and is not considered new."

One or more items may be non-cancelable /non-returnable. Please see item notes below.

Line	Description	MFG Part	Lead Time	Qty.	Unit	Quote	Extended
		No	Bus.days			Price	Price
10		88088942- 88088943	45	1	EA	167,551.99	167,551.99
	SPECTRUM BID 42817						
	Mfr Brand Name MOBILE MODULAR MANAGEMENT						
	Customer Part No.:						
	Carrier: 11111 - DEFAULT CARRIER						
	Cost expiration date: 05/24/2023						
	Taxable: NO						
	Notes: Product is Non-Cancelable/Non-Returnable.						
	Please reference vendor quote #538432						
20		DRAWINGS	s 45	1	EA	1,250.00	1,250.00
	E-STAMPED,FOUNDATION,STANDARD						
	ELECTRONIC ENGINEERED						
	Mfr Brand Name MOBILE MODULAR MANAGEMENT						

Thank You!

WW GRAINGER FINDMRO BRANCH
FINDMRO BRANCH
100 GRAINGER PKWY
LAKE FOREST IL 60045-5201

800-Grainger www.grainger.com

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Customer Quotation

Information

 Grainger Quote Number
 2054139073

 Print Date
 05/01/2023

 Customer Account
 819379686

 Page
 2 / 3

Customer Part No.:

Carrier: 11111 - DEFAULT CARRIER Cost expiration date: 05/24/2023

Taxable: NO

Notes: Product is Non-Cancelable/Non-Returnable.

30 DRAWINGS 45 1 EA 625.00 625.00

WET STAMPED, BUILDING, STANDARD WET

STAMPED ENGINEERED

Mfr Brand Name MOBILE MODULAR

MANAGEMENT
Customer Part No.:

Carrier: 11111 - DEFAULT CARRIER Cost expiration date: 05/24/2023

Taxable: NO

Notes: Product is Non-Cancelable/Non-Returnable.

40 HANDLING 45 2 EA 93.75 187.50

FEE

ESSENTIAL MATERIAL HANDLING FEE Mfr Brand Name MOBILE MODULAR

MANAGEMENT
Customer Part No.:

Carrier: 11111 - DEFAULT CARRIER Cost expiration date: 05/24/2023

Taxable: NO

Thank You!

WW GRAINGER FINDMRO BRANCH
FINDMRO BRANCH
100 GRAINGER PKWY
LAKE FOREST IL 60045-5201

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Customer Quotation

Information

 Grainger Quote Number
 2054139073

 Print Date
 05/01/2023

 Customer Account
 819379686

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Notes: Product is Non-Cancelable/Non-Returnable.

Total Sell Price in USD

169,614.49

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep.or Grainger branch listed below for questions, order placement or to submit a new request. RETURN POLICY: Sourced Product is subject to the manufacturer's return policy and may not be returnable. Please contact Grainger at Customer Care at 1-800-GRAINGER (472-4643) to verify whether your Sourced Product item(s) can be returned. A restocking fee and other charges may apply. Returned Sourced Product must be in new/unused and in original packaging. Customer is responsible for return shipping costs for Sourced Products No cancellations, refunds or credits are allowed for items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable".

Thank You!

WW GRAINGER FINDMRO BRANCH
FINDMRO BRANCH
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LAKE FOREST IL 60045-5201

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091422-WWG



Solicitation Number: RFP #091422

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and W.W. Grainger, Inc., 100 Grainger Parkway, Lake Forest, IL 60045, and Acklands-Grainger, Inc., 123 Commerce Valley Drive East, Suite 700, Thornhill, ON L3T 7W8, collectively referred to in the attached Proposal as, "Grainger North America" (separately and collectively herein, 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 Facility MRO, Industrial, and Building-Related Supplies and Equipment 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 November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, 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. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's standard product warranty policy for Participating Entity purchases in the US or Canada (as revised from time-to-time) are available on the grainger.com and grainger.com websites, respectively, and are incorporated by reference. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier'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 will make available to Sourcewell, upon Sourcewell request, a current means to validate or authenticate Supplier's authorized resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference.

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, which may include a separate line item for freight other than standard ground shipment as described in the attached Proposal. This means that the quoted cost, with such additional freight on non-standard ground shipments, 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 of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Supplier's standard product return policy for Participating Entity purchases in the US or Canada (as revised from time-to-time) are available on the grainger.com and grainger.ca websites, respectively, and are incorporated by reference.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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. Supplier's Proposal includes additional detail regarding its Hot List program for U.S. and Canadian 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 Request Form will become an amendment to this Contract and will be incorporated by reference. Supplier will not be required to produce third-party confidential or proprietary information as justification for a requested price change, however, Sourcewell will make its determination on a price change request based on the information provided.

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. A Participating Entity may be required by Supplier to document the Participating Entity's affiliation to this Contract prior to accessing the benefits of this Contract. 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 and payment terms 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, orders for non-catalog sourced products or services, 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 or its authorized dealers, distributors, or resellers, as applicable. 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 ecommerce 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, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 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.
- 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 Sourcewell and Participating Entity inquiries; and
 - Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities less returns, credits, tax, and additional freight handling charges. 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 Sourcewell 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 Contract 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 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 and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Supplier's negligent or intentional act or omission causing some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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, 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. Each party has the right to inspect the other party's use of the licensed trademarks and the advertising and promotional materials used in connection with the licensed 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. *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. Once approved, marketing material can be used by Supplier for engagement with potential or existing Participating Entities.
- 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 claiming Force Majeure must provide the other party prompt written notice.

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. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed. This subparagraph 3 does not apply to invoice payment disputes in jurisdictions in which contract law requires Supplier to mitigate its damages.
- 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 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 liability-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, and the Participating Entity has provided Supplier with advance written notice that additional federal requirements may be applicable.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, and following consultation with the Participating Entity to assess Supplier's ability to comply, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- 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). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot 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. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- 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 W.W. Grainger, Inc. DocuSigned by: DocuSigned by: Jeremy Schwartz Allison Varlina -C0FD2A139D06489... -16CF38856A0F4B7 Jeremy Schwartz Allison Darling Title: Chief Procurement Officer Title: Sr. National Government Sales Manager **Grainger US** 11/4/2022 | 2:10 PM CDT 11/7/2022 | 5:08 PM CST Date: Date:

Approved:

Docusigned by:

Luad Coautte

7E42BBF817A64CC...

Chad Coauette

Title: Executive Director/CEO

11/7/2022 | 8:04 PM CST

Date: _____

Acklands-Grainger, Inc.

DocuSigned by:

Marty Luciw

Title: Sr. Government Sales Manager

11/7/2022 | 5:49 PM CST

Date: _____

Rev. 3/2022

RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

Vendor Details

Contact:

Company Name: W.W. Grainger

100 Grainger Parkway

Address: Lake Forest, IL 60045

Allison Darling

Email: allison.darling@grainger.com

Phone: 713-805-9845 HST#: 36-1150280

Submission Details

Created On: Tuesday July 26, 2022 08:21:39

Submitted On: Tuesday September 13, 2022 10:59:56

Submitted By: Allison Darling

Email: allison.darling@grainger.com

Transaction #: bbaa1000-7f57-4a2d-bcef-ab4d80807b2b

Submitter's IP Address: 167.115.15.8

Bid Number: RFP 091422 Vendor Name: W.W. Grainger

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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 *
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	W.W. Grainger, Inc. (Grainger US)
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Acklands-Grainger, Inc. (Grainger Canada)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Grainger US and Grainger Canada. Please note, Grainger US and Grainger Canada hereby referred to as "Grainger North America".
	Provide your CAGE code or Unique Entity Identifier (SAM):	25795
5	Proposer Physical Address:	US: 100 Grainger Parkway, Lake Forest, IL 60045 Canada: 123 Commerce Valley Drive East, Suite 700, Thornhill, ON L3T 7W8
6	Proposer website address (or addresses):	US: www.grainger.com Canada: www.grainger.ca
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):	Allison Darling, Sr. National Government Sales Manager, Grainger US Address: Grainger Branch 358 6050 Southwest Freeway Houston, TX 77057 Email: Allison.Darling@grainger.com Phone: 713-805-9845
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Allison Darling, Sr. National Government Sales Manager, Grainger US Address: Grainger Branch 358 - 6050 Southwest Freeway Houston, TX 77057 Email: Allison.Darling@grainger.com Phone: 713-805-9845
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Marty Luciw, Sr Government Sales Manager, Grainger Canada Address: 123 Commerce Valley Dr. East, Suite 700, Thornhill ON L3T 7W8 Email: Marty.Luciw@grainger.ca Phone: 403-991-2727

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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.	In business for 94 years and incorporated in 1928, W.W. Grainger, Inc., headquartered in Lake Forest, IL, is the leading North American provider of maintenance, repair and operating (MRO) supplies. Our customers see us as a single solution with more than 1.5 million commercial off-the-shelf (COTS) products. In the US and Canada, we are authorized by more than 6,500 large and small businesses to distribute their products in fragmented, intensely competitive commercial and government markets. We own our inventory, distribution centers and retail branches and provide direct drop shipment from manufacturers and suppliers. In addition to any manufacturers' warranties, Grainger warrants the products it sells and manages its supply chain to ensure the product the customer purchases is of the type, quality and quantity represented and is delivered where and when the customer wants it.
		Grainger strategy is to distribute the broadest line of MRO products and service categories that assist small, medium, and large commercial, government and institutional customers. Central to Grainger's value is our broad offering across over 36 MRO categories, all with outstanding availability. We compete directly with broad line MRO suppliers as well as specialized distributors and manufacturers. Grainger

Bid Number: RFP 091422 Vendor Name: W.W. Grainger

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leads the industry in ability to provide customers one choice to procure MRO needs. Our deep expertise in products and services, including ability to locate difficult to find items, is available to every Sourcewell Member to gain long-lasting processing efficiency when they leverage Grainger's supply chain strength.

Grainger North America's Facility MRO proposal is designed for use by all levels of government in the US and Canada, education service cooperatives, K-12 and higher education schools, Tribal and Indigenous governments, qualifying non-profit agencies and Members of the Canoe procurement group of Canada. Grainger North America can fulfill the MRO needs of all agencies and entities envisioned in Sourcewell's RFQ Section B. Grainger's entire catalog offering is available to Sourcewell Members.

Pricing Offer

Grainger's North America Pricing offer, detailed in response # 57, is a most comprehensive and competitive Sourcewell offer to date. Numerous cost savings include:

- · Category Discounts
- Hot List
- North America Market Basket
- · General Catalog Discounts
- Large Order and Volume Discounts
- Customer Specific Pricing
- Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each

In response # 59, Grainger will extend its Sourcewell Enhanced Discount Incentive Program providing Members opportunity for a 3% increased discount across each of 25 MRO categories. In the alternative, the Sourcewell Plus program will provide Members opportunity to secure customized incentives through a Sourcewell approved participating addendum.

In serving government agencies and education institutions, we focus on knowing those products and services that assist daily operations and emergency environments and to ensure availability. In any circumstance, Grainger will deliver product and services to an incident scene or facility, expeditiously. Grainger will deploy team members to assist in logistic support. In any emergency, catalog product pricing does not change; it remains as stated in the contract.

Meaningful cost savings will flow from the depth and breadth of Grainger's North America MRO inventory and its distribution network centered on next day delivery. Sourcewell Members know that costs go beyond product price – searching for products, leaving facilities to shop, repetitive procurement processes, maintaining inventory of infrequently needed product and the burdens of spot purchases. Grainger North America's solution is directed to reducing these costs by streamlining acquisition with quantified savings.

Grainger North America - W.W. Grainger and Acklands-Grainger (Grainger North America)

Our offer presents Grainger's commitment to Sourcewell Members and will be fulfilled by its long-term businesses, W.W. Grainger, Inc. in the US and its whollyowned subsidiary, Acklands-Grainger, Inc. in Canada, referred throughout as Grainger North America:

United States:

- A US distribution network of 251 branches and 14 distribution centers servicing all the US
- An extensive product line, now more than 1.5 million products and over \$1 billion of on-hand inventory.
- Most customers receive next day product delivery; most of in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing multi-state, complex, nationwide contracts.

Acklands-Grainger Inc.:

- Canada's largest MRO distributor.
- 34 strategically located branches and 4 distribution centers coast to coast, provide capability to service Sourcewell members in Canada with exceptional service and high levels of product availability.
- Offering more than 476,000 products across 32 product categories
- Most customers receive next day product delivery; most of in-stock orders are

shipped within 24 hours.

Proven experience negotiating and implementing complex contracts.

Grainger's objective is always being able to serve short- and long-term customer needs. Grainger separates itself by providing a wide range of private and public customers with highly tailored solutions of products and services. The competitive environment needed to maintain these customer relationships drives the need to innovate and remain relevant to each customer.

Grainger North America's specialization is reflected across its 730-member team dedicated solely to government, education and healthcare. Grainger Team Members serving the public and education sector understand the range of needs and environments across varied departments. Account Managers pursue cost-savings initiatives to improve operational effectiveness and efficiency and to respond to emergent and ordinary needs. Each Grainger Team Member strives to exceed customer expectations.

Supporting the Government and Education Team is an enormous corporate investment dedicated to supplier relationships, supply chain infrastructure, team member expertise, technical support and ecommerce. Suppliers rely on Grainger for its market reach, financial strength, customer trust, experienced and expert sales team and technology driven supply chain. These enduring relationships with manufacturers give us unparalleled access to the right products and allows us to be a single source ensuring industry-leading availability of the broadest number of products.

Grainger's investments converge in our ecommerce and digital platforms. For more than 20 years, Grainger has provided public and private sector customers customized on-line websites to search and select products within catalogs uniquely assembled for them, place orders and access records and information associated with their purchases. This digital infrastructure is designed to support the compliance needs of government customers. Grainger's ecommerce platform will continue to be tailored for today's requirements and be robust and flexible to remain relevant as government and education institutions, industry, markets and technology continue to evolve.

Grainger North America proposal in as much in providing products quickly as in pursuing and presenting services enabling agencies to respond expeditiously to specific needs. Grainger's range of services has been expanded to assist Member personnel resource demands while comporting with state and agency laws and policies. Grainger support teams have deep expertise and experience across Sourcewell Member jurisdictions in provisioning services.

Grainger North America's offer encompasses comprehensive audit, oversight and training to adhere to all contract pricing and requirements across Sourcewell terms. Government Team training includes mandatory ethics and compliance responsibilities. Grainger information systems provide Member driven requirements supporting oversight, supervision and accountability. Reporting and compliance strictures are structed to individual Members.

Grainger is a value-based company; our work supporting Sourcewell and its Members is the highest of priorities. Grainger North America will continue to serve Sourcewell Members by understanding the mission and challenges of each agency and what this RFP entails. By doing the right things the right way, we benefit not just Grainger but our customers and communities where we live and work.

event of an award? event of an award?			
members, our training has evolved to address more specific agency needs, pol and protocols. Parallel enhancements have been and will continue to be made it corporate resources such as product management, ecommerce and supply chair logistics and IT innovation. As Sourcewell and its Members progress, so will out ability to serve refined needs and a broader customer base. Our path is centered on experience in anticipating and meeting agency challeng in emergencies and ordinary environments. The foundation of our work is provid value by assisting agencies in acquiring and maintaining Morporducts and services, improving agency efficiency and effectiveness. The objective is to grow Sourcewell MRO offening as to Member participation and revenue. Grainger North America's implementation processes will commit special attention existing and new participating Members. We recorpize that each out to these stakeholders. The unique value of Sourcewell and estimate the stakeholders. The unique value of Sourcewell and service offering, is our commitment to understain and improve how we can serve thereous the management, and the provider of the providers of the products of the product of the products of the produ	11		At Grainger, the focus is always being able to anticipate and meet our customers' needs. Grainger has gained extensive experience across Sourcewell's Members and will continue to improve products, services, and processes to deliver Sourcewell's value to more agencies throughout the US and Canada.
in emergencies and ordinary environments. The foundation of our work is provide value by assisting agencies in acquiring and maintaining MRC products and services, improving agency efficiency and effectiveness. The objective is to grow Sourcewell MRO offering as to Member participation and revenue. Grainger North America's implementation processes will commit special attentior existing and new participating Members. We recognize that Sourcewell Members often enable individual departments wide autonomy as to product and service solutions. Grainger North America's national sales teams will reach out to these stakeholders. The unique value of Sourcevell and its dedication to assisting meaningfully all agencies as reflected in the new contract award with be promine and stability with meaningfully data. This could include such items as financial statements, SEC filings, credit and bond ratings, is lotter of credit, and detailed reference letters. Upload supporting documents (as applicable, in the document upload section of your response. 13 What is your US market share for the solutions that you are proposing? 14 What is your US market share for the solutions that you are proposing? 15 Has your DS market share for the solutions that you are proposing? 16 What is your Canadian market share for the solutions that you are proposing? 17 What is your understand the proposing? 18 Was your organization best described is it a manufacturer, a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributo			members, our training has evolved to address more specific agency needs, policies and protocols. Parallel enhancements have been and will continue to be made to corporate resources such as product management, ecommerce and supply chain logistics and IT innovation. As Sourcewell and its Members progress, so will our
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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. 13 What is your US market share for the solutions that you are proposing? 14 What is your Canadian market share for the solutions that you are proposing? 15 Has your business ever petitioned for bankruptcy protection? If so, explain in detail. 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. 18 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 in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? 17 If applicable, provide a detailed explanation outifiting the licenses and certifications that are both required to be held, and actually held, by your organization (including third where the products provider in the products 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? 18 If poplicable, provide a detailed explanation outifining the licenses and certifications that are both required to be held, and actually held, by your organization (including third.) 19 If poplicable, provide a detailed explanation outifining the licenses and certifications that are both required to be held, and actually held, by your organization (including third. At Mild and actually held, by your organization (including third.)			commitment to understand and improve how we can serve Members more effectively. Grainger North America's expectation is maintaining high standards of performance, expand service levels and to attract additional Members to acquiring
solutions that you are proposing? What is your Canadian market share for the solutions that you are proposing? Has your business ever petitioned for bankruptcy protection? If so, explain in detail. 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 services proposed in this RFP. Are these individuals your employees, or the employees of a third party? 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	12	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	https://invest.grainger.com/home/default.aspxr Please see Grainger's 2021 Annual Report which contains three years of audited financial information. Additionally
What is your Canadian market share for the solutions that you are proposing? Has your business ever petitioned for bankruptcy protection? If so, explain in detail. 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 your engloyees, or the employees of a third party? 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). We estimate that Grainger's MRO US share is approximately 6%. No, Grainger North America has never filed for bankruptcy. Byour America has never filed for bankruptcy. Srainger North America is an authorized distributor for all the 1.5 million products we sell. Grainger North America has contractual relationships with over 4500 suppliers providing product. We can provide evident of these authorizations. Grainger North America has never filed for bankruptcy. Srainger North America has never filed for bankruptcy. Byour distributor/dealer/reseller or all the 1.5 million products we sell. Grainger North America has never filed for bankruptcy. Grainger North America has never filed for bankruptcy. Srainger North America has never filed for bankruptcy. Byour distributor/dealer/reseller or all the 1.5 million products we sell. Grainger North America has never filed for bankruptcy. Srainger North America has never filed for bankruptcy. Byour distributor/dealer/sealer or all the 1.5 million products we sell. Grainger North America has never filed for bankruptcy. Byour distributor/dealer/sealer or all the 1.5 million products we sel	13		We estimate that Grainger's MRO US share is approximately 6%.
Has your business ever petitioned for bankruptcy protection? If so, explain in detail. 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? 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	14	,	We estimate that Grainger's MRO US share is approximately 6%.
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? 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	15		No, Grainger North America has never filed for bankruptcy.
outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third	16	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	the 1.5 million products we sell. Grainger North America has contractual relationships with over 4500 suppliers providing product. We can provide evidence
parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	17	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	Grainger North America holds licenses to operate in all 50 states, the District of Columbia and US Territories, as W.W. Grainger, Inc., as well as in Canada's 10 provinces and 3 territories, as Acklands-Grainger, Inc.

18	Provide all "Suspension or Debarment"	No, Grainger North America has not ever been suspended or debarred.	
	information that has applied to your		*
	organization during the past ten years.		

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	W.W. Grainger, Inc. awards or recognitions over the past five years include: Industry Leadership • #1 Industrial Distribution's Big Fifty List: 2021, 2020. 2019, 2018 • Newsweek Americas' Most Responsible Companies: 2022 • LinkedIn Top Companies in Chicago: 2021 • Fortune World's Most Admired Companies: #1 in Diversified Wholesalers: 2020 (7th Consecutive Year) • Savoy Most Influential Black Corporate Directors • Selling Powers 50 Best Companies to Sell List: 2020 • FTSE4 Good Index Member Veterans
		 Military Times' Best for Vets: 2021 People & Purpose Disability Equality Index 2021-2021, 90 percent rating: three years in a row Human Rights Companies Best Places to Work for LGBTQ Equality: six years in a row DiversityInc Top Regional Company: 2021 Human Rights Campaign Foundation's Corporate Equality Index 2022: eight years in a row Great Place to Work Certified: 2021-2022 Built in Chicago's Best Places to Work: 2022 Black Enterprise List of top Executives in Corporate Diversity: 2018-2019 Fortune's 100 Best Companies to Work For 2022 Best Places to Work for Disability Inclusion – American Association of People with Disabilities: 2017 Certified USA Best Places to Work: 2021 Sustainability & Stewardship Dow Jones Sustainability Index: 2021 Barron's Most Sustainable Companies in the US: 2022 EcoVadis Silver Rating: 2022 S &P Global Yearbook:2022 CDP B Rating: 2021 MSCI ESG Rating AAA: 2021 Investor Business Day Best ESG Companies Top 50 Information Technology
20	What percentage of your sales are to the governmental sector in the past three years	• Digital Commerce 360 Ranking of 11th Largest E-Retailer: 2017-2020 US: 2019: 19.1%, 2020: 21.0%, 2021: 19.6% Canada: 2019: 6.6%, 2020: 12.4%, 2021: 11.4%
21	What percentage of your sales are to the education sector in the past three years	US: 2019: 5.1%, 2020: 5.0%, 2021: 5.2% Canada: 2019: .7%, 2020: 1.3%, 2021: 1.2%
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?	US
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?	Grainger North America holds GSA Schedule: 51V Super Hardware Store – GS-06F-0007J/47QSHA18D000G. * The annual sales volume for the last three years: 2019 - \$271M+ 2020 - \$278M+ 2021- \$311+

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Confidential Trade Secret Information US: City of Austin	Sandy Wirtanen, Procurement	512-974-7711	*
Confidential Trade Secret Information US: Nassau County Department of Public Works	Fred Maroni, Superintendent of Buildings	516-572-0394	*
Confidential Trade Secret Information US: City of Toledo, Department of Public Utilities	Christine Minor, Administrator, Safety & Training	419-270-5888	*
CANADA: City of Kimberley	Rob Topping, Manager of Operations	250-427-9673	
CANADA: Municipalities Newfoundland and Labrador	Bradley Power, Director of Programs	709-753-6820	

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 *
Entity 1	Education	Ohio - OH	Managed MRO Solutions: Grainger, as an agnostic acquisition manager for the University, pursues a performance metric of 2% annual cost savings in the storeroom. The savings categories encompass cost in use, warranties, returns, and consumption reduction. Progress is regularly tracked and documented. These processes identify a gap, provide a solution and document the value. One example relates to the University's "free stock" of nuts and bolts, cable ties, other minimal value items. The incumbent vendor had a blanket PO each month for \$5K. By comparing the current pricing to that of Grainger's and eliminating non-moving items, Grainger expects to achieve a cost savings of \$30K in 2022.	2019: \$1 - \$23K 2020: \$1 - \$24K 2021: \$1 - \$14K	2019: \$620K 2020: \$570K 2021: \$590K
Entity 2	Government	Connecticut - CT	Emergency Preparedness Support: Grainger partnered with a state agency to provide warehouse and delivery services for PPE stockpile. Grainger provided a robust reporting system that includes on-hand inventory, expiration dates and daily demand. These services provide ability to allocate necessary PPE as well as to enable stockpile visibility so the agency can be more deliberate as to budgets, eliminate waste from expired PPE and mitigate risk by having the right products and quantities on hand.	2019: \$1 - \$97K 2020: \$1 - \$77K 2021: \$1 - \$65K	2019: \$8.1M 2020: \$10.5M 2021: \$9.0M

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Entity 3	Government	Texas - TX	MRO Expertise and	2010-	\$1 - \$115K	2019:	\$4.6M
			Provisioning – Citywide support across all departments including Police, Fire, EMS and other first responders, Utilities (Water and Wastewater, Energy, Transportation, Public Works), Parks, Fleet Management, and Emergency Management. Grainger is relied on for product breadth, availability and service that assist daily operations, including employee and citizen safety. Grainger support during emergency circumstances has included Mega-Shelters, MRE's, water, cleaning, and sanitary products. All fire stations and special operations units use Grainger's KeepStock platform. Grainger also assists in securing certified training across all departments. Beyond meeting public safety MRO needs, departments leverage spend via significant discount opportunities and access to critical commodities needed to support first responders.	2020:	\$1 - \$188K \$1 - \$780K	2020: 2021:	\$4.0M
Entity 4	Education	North Carolina - NC	resources include daily ordering,	2020:	\$1 - \$19K \$1 - \$123K \$1 - \$44K	2019: 2020: 2021:	\$1.3M \$1.8M \$1.7M
CANADA	Government	ON - Ontario	MRO Expertise - Grainger provides MRO expertise ranging from high touch to low touch, customized to the need of each municipal department. Some departments use Grainger's self-service offering via our eCommerce platform and Customer Managed Inventory tools, while others rely on Grainger for our KeepStock Inventory Management capabilities. Our local Onsite Services Representative provides embedded support to specific departments to assist customers with day-to-day product identification, ordering, and replenishment. Our programs are specifically designed to ensure that on-hand inventory is properly deployed, to manage process costs to a minimum, and to free the customers' teams up to focus on more pressing matters.	2019 2020 2021	\$1 - \$15K \$1 - \$19.5K \$1 - \$19K	2019: 2020: 2021:	\$200K \$300K \$350K

Table 6: Ability to Sell and Deliver Service

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Describe your company's capability to meet the needs of Sourcewell 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 *
26	Sales force.	Grainger has gained extensive experience on how to best serve Sourcewell agencies throughout the US and Canada. Beyond the breadth and availability of our product and service offering is our commitment to understand and improve how we can serve Members more effectively. Throughout the current contract's term, Grainger has added team members and expanded their training. All team members are employees of Grainger North America.
		With a team of over 600 sellers, North America Grainger's US Sales organization, dedicated solely to government, education and healthcare, is divided into 3 regions to provide full coverage to all States, the District of Columbia, Territories, county and local governments. Customer Coverage is provided in all time zones including 24/7 online, chat, email and phone support.
		Each region is led by a Regional Vice President and Director who implements the Sourcewell strategy and supervises marketing outreach and service to Members. Sellers are aligned and accountable to specific geographic areas and segments. District Managers, Account Managers and Sales Managers and Representatives reach deep into jurisdictions, departments and agency components to understand the requirements and challenges of each and to pursue solutions. In remote geographies, Sourcewell Members are supported by the government-specialist Inside Sales Team and the Customer Service Team to bring and deliver Sourcewell-Grainger value.
		Grainger's Canada Team of over 100 sellers reflect similar accountability and coverage across all regions of Canada. This includes Account Managers, Government Sales Managers, District Sales Managers as well as Executive Sales Leaders. For rural areas, Grainger Canada's Inside Sales Team calls upon these customers to advise of the Sourcewell value, provide advice as to product selection, assist in logistic challenges, as does the Customer Service Team.
		Government team members are trained as to details of the Sourcewell Facility MRO contract, its comprehensive contracts portfolio, marketing strategy and its insight to specific customer opportunities. Through training and manufacturer presentations and literature, team members keep pace with challenges encountered by those Members and pursue innovative product solutions. All Grainger government team members also receive training annually in ethics and government sector compliance responsibilities.
		Grainger North America's Sales Team recognizes the importance and urgency to deliver products, services, and solutions to via Soucewell's suite of competitively solicited and awarded cooperative contract awards. Each team member recognizes that knowing these contract vehicles in detail helps our customers save time and money and ensures compliance. The Team is assisted by specialists in critical areas such as safety, health and industrial tools and equipment. The specialist teams collaborate with Government Account Managers to provide customer on-site assessments and evaluations and assist throughout emergencies. Such work is integral to Grainger's Facility MRO offer:
		Grainger Sales and Supporting Teams' Value
		City (TX) Emergency Water – Winter 2022: A city-wide precautionary boil water notice was issued when a water treatment plant was removed from service. As crews worked to resolve the circumstance, the City, a Sourcewell Member, sought drinking water for its residents. Contacted late on a Sunday night regarding the emergency, Grainger coordinated 17 tractor trailers delivering full truckloads of bottled water for distribution to residents by Tuesday.
		City (TX) Wardrobe & Firearms Lockers- Spring 2022: Sourcewell Member Police Department required turnkey solutions for wardrobe and gun lockers for 200 police officers at two locations. Grainger identified a qualified supplier, conferred with Department leadership, and is facilitating implementation, including CAD drawings, product acquisition and installation.
		City (OH) Night Work Hazards – Spring 2022: The city's parks agency, a Sourcewell Member, needed a lighting solution for night calls requiring tree climbing and cutting due to fallen power lines. Grainger identified a supplier partner with deep expertise in task lighting, who evaluated the need onsite and provided a demo

unit of a portable, high lumen scene light. Grainger provided the agency job site lights to outfit its crews within days.

County Public Schools (AL) – Summer, 2022: When a windstorm damaged this Sourcewell Member's 10x20 tents for an upcoming event, Grainger quickly delivered large replacement tents to the convention center location the next day in time for the School System's planned event.

County Public Schools (AL)— July, 2022: To address extreme heat at the school system's bus garage, Grainger helped the Fleet Team secure evaporate cooling and ceiling fans expeditiously.

Canada Province- 2020-2021: At the outset of the Covid-19 pandemic, Grainger Canada partnered with a key PPE supplier and leadership from a Canadian provincial government to prepare for the escalating PPE requirements for frontline workers and to support the province's extensive needs throughout the pandemic. Grainger and its partner identified and secured reputable sources in North America and globally. It also facilitated technology transfers to the government to use specific practices from the manufacturer's product engineering team to enable incremental PPE production domestically to meet supply chain shortfalls. Grainger Canada received a formal letter of appreciation from the Assistant Deputy Minister for its work through the most difficult period of the pandemic.

County Purchasing and Transportation and Natural Resources TX) – Spring, 2021: With a freeze damaging several cement plants, and the resulting unavailability to acquire large quantities of cement mix, the County accessed Grainger-Sourcewell's broad product offer to secure 800 tons of cement mix while satisfying the County's procurement procedures.

County Public Schools (AL) – Spring, 2021: This Sourcewell Member's graduation ceremony required red painter's tape to delineate every other row in the graduation venue to maintain social distancing during the pandemic. Grainger accessed hundreds of units of the required tape within its distribution center network to fulfill this requirement within 2 days

County (VA) Waste Disposal - Summer, 2021: During a meeting with the County Safety Supervisor, the Sourcewell Member and Grainger Team identified several opportunities to close safety gaps, particularly regarding written safety procedures. Grainger's Field Safety Specialist was engaged and soon connected the County's Waste Disposal Team with an EH&S Consulting/Engineering Firm to assist with writing safety procedures and to institute changes conforming with the procedures and policies.

City (OH) Safety, Fall 2021: Sourcewell Member water and sewer agency sought Grainger's assistance to address challenges with concrete saws requiring significant time to power down, thereby presenting hazards to individuals in or near the work area. Grainger pursued its supplier network to provide a demo battery-powered concrete saw unit. The power tool enabled employees to eliminate fumes, control silica dust through a water feature, and deliver an instant stop feature to protect from injury.

County (TX) Pandemic Response - Spring 2020-Winter 2021: The Grainger Team collaborated with key County Departments including the Office of Emergency Management, Life Safety, Corrections, Health & Human Services, and Purchasing to secure pandemic supplies. Grainger supplier relationships and logistics capabilities secured gloves, masks, sanitizer, Tyvek suits, goggles, air purifiers, and sanitation equipment required by County personnel. In an environment of shortages across product categories, Grainger pursued solutions and leveraged relationships with manufacturers and suppliers to identify alternate options.

Grainger also provided supplies for COVID test centers, outfitted workers with PPE and tents, chairs, safety vests, cones, crowd control barriers, and cooling fans.

County Parks Department (TX) – December, 2021: At the end of 2021, this Sourcewell Member was challenged to locate large trash receptacles and recycling bins providing optimal fit, form and function throughout the park system. The Parks Department also noted its limited holding capacity to stage such a large amount of product. The Parks Department sought receptacles that were attractive, properly sized yet durable; with swift and accurate delivery to unique park locations and acquisition comporting with rules and procedures.

The Grainger solution allowed the County to secure attractive, durable products delivered to all sites in a short time; Grainger's Sourcewell Facility MRO contract enabled the Parks Department to satisfy their bidding procedures while streamlining the purchasing process through the use of the Sourcewell-Grainger cooperative contract.

County (NY) Pandemic Response - Spring 2020-Winter 2020: Grainger's NY Team similarly leveraged supplier relationships to obtain critical cleaning and sanitary supplies and PPE. Grainger pursued regular supplier channels and special-order Sourcing resources, all within the scope of Grainger's Sourcewell Facility MRO cooperative contract award:

- Public Works: Grainger NY leveraged the capabilities and extensive supplier relationships of Grainger's Sourcing Team to source cleaning supplies such as disinfecting liquids and sprayers and hand sanitizer for the County's Public Works Department.
- Office of Emergency Management: Grainger's NY Team secured over 200K N95 masks for the Office of Emergency Management by working directly with 3M to support effort implementing a countywide PPE program in the County, including 1.5M pairs of gloves.

County (VA) Pandemic Supply, Spring 2020: County Procurement used its Sourcewell-Grainger agreement to secure hundreds of difficult-to-source coveralls to outfit Police, Fire, EMS, and custodial staff throughout the pandemic. With the County encountering warehouse capacity challenges, Grainger staged shipments in its distribution center until the County was able to take delivery. The circumstances comported with the County's bid and compliance strictures.

City (OH) Public Health – Spring 2020: Leaders from the city's highways and streets agency became concerned regarding environments where workers are exposed to hypodermic needles and sought Grainger's assistance. Within the week, Grainger provided this Sourcewell Member over 200 pairs of needlestick-resistant gloves to protect workers from injury and infection.

City Water Reclamation (OH) - Spring 2018: Grainger assisted this Sourcewell Member that was seeking better Lockout Tagout procedures when disconnecting and connecting equipment. A supplier's 3-day lockout tagout project procedures was secured to assist Water Reclamation in maintaining standard operating procedures and improving workplace safety.

Dealer network or other distribution methods.

Grainger North America's company-owned supply chain makes inventory available to customers on a just-in-time basis. This distribution network includes 251 branch locations and 14 distribution centers (DCs) in the US and 34 branches and 4 DCs in Canada, which includes over \$1 billion on-hand inventory. We also ship directly from our manufacturer-supplier partners. Grainger North America's branches and DCs tailor inventory to Member location demands to ensure products are available for immediate pick-up, same-day shipment, or same-day shipping. Grainger branches, and all other purchasing channels provide Sourcewell Member contract pricing.

Grainger North America's analytical planning tools position and deliver products to the right place and time. Advanced algorithms determine inventory levels and the best means of delivery. Stocking levels are continuously refined as market intelligence is incorporated into the historical usage information to minimize lead times on orders for products stocked in our distribution centers. This analytical approach pervades Grainger's supply chain- knowing where product is and when it is required to be at a Member's location and the fastest means of delivery. In high demand circumstances, product can be staged at the local Grainger branch to assure just-in-time product availability.

Grainger's distribution system is designed to deliver complete orders in a single box to where it is needed. To ensure packages are properly coded, Grainger scrutinizes label information and pursues accurate and updated information with the end customer to avoid delays and costs.

Most orders received by 4 PM local time at Grainger's facility will ship the same day. Customers receive most shipments the next business day through carriers including FedEx, UPS, USPS, Purolator and Canada Post. Grainger uses local delivery sources, such as messenger services or common carriers, to fulfill emergency deliveries.

All distribution center and branch team members are directly employed by Grainger North America and do not overlap in other areas of the business.

Please see attachment Grainger North America's Distribution Network

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28 Service force.

Grainger provides a multichannel customer service platform to support Sourcewell Members:

US and Canada Based Customer Service Team: The Grainger North America Customer Service team is highly trained and experienced. Customer Service Associates (CSAs) are available via email, chat or toll-free number The team has the resources needed to answer questions and resolve inquiries.

US: 800-472-4643, 24 hours a day, 7 days a week, CustomerSupport@grainger.com Canada: 1-888-602-0000, M - F, 6:00AM - 8:00PM EST, Customerservice@grainger.ca

Grainger's 3,000 CSAs are dedicated solely to receiving customer calls, emails and chat and providing after-sale support. Their focus is providing information, answering questions, placing orders and addressing customer concerns, including:

- · Information on order status and deliveries
- Backorder information
- · Item price information based on Sourcewell contract pricing
- Product availability
- Detailed product information
- Helping locate products for specific applications and finding products to meet technical requirements
- · Providing dedicated manufacturer and technical support resources
- Helping Buyers select alternate products to complete purchases
- Placing and managing emergency orders
- · Generating product quotations and assisting with order placement

Full Support Branches: Beyond wide product availability, Grainger branch teams have extensive expertise and experience. The Grainger branch will maintain customer specific inventory and other services such as kitting, staging, and cycle counting and technical support.

Over 160 Technical Product Support (TPS) team members: TPS team members provide assistance on product selection, installation support and troubleshooting. Team members have in-depth, professional field experience that keeps current with new products and trends.

Emergency Support: Grainger Emergency support is available at phone number 800-472-4643 in the US, 24/7, 365 days a year for all critical needs. Canada Members may call their Account Manager if emergency support is needed.

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Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. Sourcewell Members can order in the following ways

- Online through Grainger.com (US) or Grainger.ca (Canada)
- The Grainger mobile app (available in the App Store and Google Play)
- eProcurement EDI, XML
- Toll-free phone with Customer Service Agents
- Email
- Online chat
- Account Management Team
- In-person at a Grainger Branch*
- KeepStock(r) Inventory Management Solutions

eCommerce

Grainger.com is an intuitive, fully configurable eCommerce solution with enhanced tools for better purchasing control that is tailored to Sourcewell Member's purchasing process. Grainger customizes Member on-line websites to search and select products within their specific catalog, place orders and to access records and information associated with their purchases:

- Grainger's advanced functions include dynamic search and compare capabilities, expansive product information, price, product location and shipping information.
- Users can search and review by Image, Keywords, Description, Manufacturer/Brand, Model Number, Cross Reference Number, Relevant Categories, or Product Index. Search terms may be refined by Product Categories, "Brand" or "Price".
- Detailed technical specifications can be accessed for each product.
- Contract pricing is presented with clarity; products can be saved in the shopping cart function and shared with colleagues. Approval and workflow protocols can be enabled.
- Users have real time online visibility to previous orders, product availability and expected delivery dates. Users are also provided the status of backorder items and expected arrival dates.
- Expeditious checkout and payment and shipment tracking keep Member order processing time to a minimum.
- Grainger eCommerce platform can identify product attributes reflecting a Member's priorities and highlight these attributes with product placement and in product descriptions. Green/Environmentally preferred, Made in USA, and EPA Certified (such as Energy Star), are among the product attributes that can be identified. Grainger's platform can also provide search filters associated with the priority.

*Grainger's CSAs within the branch network are available 8:00 am to 4:00 pm each day in each time zone. CSAs in the US are available 24/7 via email, toll free number or fax. Grainger Canada CSAs are available M - F, 6:00AM - 8:00PM EST.

Grainger US Emergency support is available at phone number 800-472-4643 24/7, 365 days a year for all critical need. Grainger Canada Emergency support can be requested by contacting the Member's Account Manager.

In order for a Sourcewell Member to have access to Grainger's awarded contract pricing, the Member must have completed the Grainger-Sourcewell account affiliation process for the specific Sourcewell contract the Member wishes to affiliate to and be recognized as an affiliated Member by Grainger. This process can be found on Sourcewell's website, www.sourcewell-mn.gov, under "Vendors and Contracts." Simply search under the awarded contract number, where you will find the "Grainger Affiliation Form" as well as the "Contract Participation Details."

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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.	Confidential Trade Secret Information Each Customer Service Associate (CSA) uses state-of-the-art technology tools needed to address inquiries and ensure member expectations are met. CSAs use a workforce planning software so Grainger can accurately forecast volumes and handle work schedules based on historical and real-time needs. This capability allows Grainger to ensure adequate staffing levels to provide a consistent level of service throughout every interval of the day. Grainger uses phone routing logic that routes calls to the first available CSA. In emergency circumstances, calls are routed to the appropriate Grainger North American representative.	
		Grainger has incorporated quality management principles within its operations. We use a combination of proven approaches to accomplish these objectives. We are dedicated to a culture of Continuous Improvement (CI) as the foundation of the Quality Assurance Plan. A critical part of CI is using a deliberate and iterative cycle of Plan, Do, Check and Adjust (PDCA) activities to drive quality.	
		Grainger's Lean-based approach to CI is based on the Plan-Do-Check adjust cycle. Grainger North America's objective is to improve how we do our work:	
		Inventory Accuracy: measured monthly with minimum goal of 99% Will Call Ready Rate: measured monthly with minimum goal of 95% of orders ready within 30 minutes Product Availability: measured weekly with a goal of 97% of stocked items in	*
		Percentage of calls answered within 30 seconds: Grainger's goal is 80% Perfect Order / Order Accuracy: 98% The percent of our order lines that are not returned or sent out again as a Free of Charge. Invoice Accuracy: Measures the percent of our orders that do not have credits/debits associated with them. Maintaining a 99.7% Fill Rate: 93%-line fill rate Same-day Shipping is achieved for most in-stock items within the continental US when the order is received by 4 p.m. local time at the shipping facility.	
		Given the ongoing pandemic, global tensions, and labor and material shortages, the supply chain environment is volatile and uncertain. To address these challenges, Grainger continues working with our suppliers while also identifying alternate sources to reduce risk. We remain insistent that the products we distribute are manufactured and delivered with high ethical standards emphasizing quality, reliability, and aligned with our Supplier Code of Ethics. Throughout any circumstance, Grainger stays close to our state, province, local, educational, and non-profit customers to assist in examining multiple supply sources.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Grainger North America can provide full service across all states, the District of Columbia, and territories in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Grainger North America can provide full service across all provinces and territories in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Grainger North America can provide full service across all states, territories and provinces in the US and Canada.	*
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?	Grainger North America can provide full service across all participating entity sectors in the US and Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Grainger North America sees no contract requirements or restrictions that would apply to Members in Hawaii, Alaska, or the US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

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.

Confidential Trade Secret Information

Grainger North America's marketing strategy is to promote the relevancy and competitiveness of the new Sourcewell Facility MRO Industrial, and Building-Related Supplies and Equipment portfolio of products and services. It is driven by Grainger North America's expertise and experience associated with facility maintenance, repair, and operations. Grainger has two goals- to ensure continuity with seamless transition for incumbent Members and to generate interest from agencies that currently are not Members by promoting the benefits to increase participation.

To drive awareness of the Sourcewell agreement, Grainger messaging and collateral communications will be deployed electronically through email, housed digitally through Grainger.com and Grainger.ca and made available for print. The multiple methods and channels allow Grainger to be consistent and relevant and engage current and potential new Members through their preferred communications mediums.

Coordinated throughout with Sourcewell, Grainger North America's digitally enabled, integrated approach will amplify our marketing efforts though the following plan:

Targeted state, province, local, educational, and non-profit agencies Advocacy Campaigns:
 Press Release announcing new Sourcewell Facility MRO Industrial, and Building-Related Supplies and Equipment award

- Social Media platforms broadcasts
- Updated and revised Sourcewell Landing Page
- Direct Mail Catalog focused on Facility MRO
- · Promotion of Sourcewell at trade shows and government conferences

Customer Member Landing Page: Upon login, the Member will be directed to the new Sourcewell custom content, including contract Member pricing. The landing page will profile the new contract's benefits and how it will assist it meeting agency mission and responsibilities.

Member Enablement Toolkit: A toolkit that includes a marketing document providing an overview of contract benefits and relevant services and solutions will be deployed. This marketing presentation will be designed to be Member-facing.

These customer-facing materials will be ready for immediate distribution upon award. Sample documents can be viewed as part of our document uploads in this section.

- a. Sourcewell Welcome Kit Guide to Grainger
- b. Sourcewell One-Page Contract Benefits
- c. Sourcewell Contract Benefits Presentation
- d. Grainger Facility MRO Product Lists
- e. Grainger.com Public Landing Page
- Member-Specific Landing Page

Media Kit: The kit contains a bundle of Grainger-branded flyers, prints and digital banner ads to leverage marketing and sales programs for Sourcewell

Collaborate on Co-Marketing Efforts: Grainger's North America Government Sales Team is a critical facet of our marketing initiatives. We continually integrate Sourcewell opportunities through collaboration, including our recent launch of Sourcewell Short-Takes, a series of informative 3-8 minute videos designed to convey important concepts pertaining to Sourcewell Cooperative Contracts. We will expand this channel to include our joint offer around our new MRO contract launch, if awarded. These videos, created by Sourcewell and Grainger, are distributed to Grainger Sales Team members via our Sourcewell Teams Page, which is accessed by the entire Grainger Government Team.

Executive Sponsorship: Executive alignment is crucial to a successful strategy. Our National Government Sales Team conducts business reviews with Sourcewell Supplier Development Administrators and Leadership to assess performance, identify trends and adjust marketing plans. The Grainger team presents monthly reviews relating to Facility MRO and trends in state, province, local, educational, and non-profit agency needs to Grainger leadership to gain direction and additional support to drive Sourcewell initiatives. Sourcewell's portfolio is vital to delivering premium customer value that benefits customers and Grainger.

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	-11 Starre 20, 2023 Hegular CC Meeting	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Confidential Trade Secret Information Grainger North America's technology-driven marketing parallels competitive commercial markets with social media presence across not only major platforms such as Facebook, LinkedIn, Twitter and Instagram but also more refined channels reflecting our customer and product base.
		Grainger North America online customer transactions, digital presence and over 5 million customers present considerable leverage to shape marketing effectiveness. Marketing efforts center on digital channels, including paid search, display, social media, email, and Search Engine Optimization (SEO) – with more than one billion impressions and millions of clicks per month.
		We continue to leverage traditional channels, including radio and print (ranging from our large catalog to smaller more targeted mailings). Sourcewell will be supported by an experienced marketing team that keeps pace with advances and innovation to drive relevance, competitiveness, and clarity of Sourcewell's value.
		The following technology and digital tools anticipate and provide relevant products and solutions direction to Sourcewell Members:
		 Paid Search captures customer traffic reflecting purchase intent in Google, Bing and Yahoo. Sourcewell Members are targeted with text and product listing ads. Paid search is highly scalable with over 100 billion searches placed on Google per month and large-scale automation. It is highly measurable with prompt indicia of trends as to how Member needs evolve. Search Engine Optimization (SEO) focuses on increasing visibility in non-paid search engine results. Through technical design and content, SEO improves accessibility and relevancy of Grainger.com and Grainger.ca for Sourcewell Members. Grainger North America leverages third party tools to track performance metrics including keyword ranking, traffic, and revenue to provide better Member experience. Interactive Media uses data driven technology to optimize delivery of relevant digital ads to targeted customers. Grainger North America leverages online user data to serve Members with relevant messages. Interactive Media supports multiple businesses and marketing objectives.
		In other channels such as direct mail, catalog, and tradeshows, we use statistical models to target Members with relevant offers and solutions and customer research and demographic data to engage Members.
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?	Grainger North America anticipates continuing its strong relationship with Sourcewell and leveraging its expertise, reputation, credibility and insight to markets. Via collaboration, we anticipate Sourcewell promoting the contract's values as follows: • Promotional Campaigns- Alignment to Grainger capabilities (e.g., supply chain expertise and efficiencies, product depth, ecommerce innovation, pervasive customer service, comprehensive programs including sustainability, safety and inventory management). • Advertising and Marketing- Cobranding Sourcewell and Grainger North America opportunities • Sourcewell Digital Prominence- Links between Sourcewell and Grainger North America • Event and Conference Sponsors- Coordination via in person or video at trade shows and conferences and customer events Integration of Contract into Grainger North America Sales Team Initiatives
		Grainger North America will prepare and present a comprehensive implementation plan to its Sales Team structured around state, province, local, educational, and non-profit agencies. Sourcewell's assistance and advice, particularly specific efforts to promote, plan, measure and reinforce the contract, will enhance the initiative. Assistance as to Member-specific execution plans focusing on key initiatives or emerging requirement will also be valued.

Grainger North America is well-positioned to provide an ecommerce platform solution to Are your products or services available through an e-procurement Sourcewell state, province, local, educational, and non-profit Members. Grainger has experience with more than 100 eProcurement platforms providing end-to-end integration ordering process? If so, describe your e-procurement system and how capability. A scoping call with the Grainger e-Business integration team can determine governmental and educational specific need and customization. Our experience with numerous customer platforms customers have used it. provides capability to drive streamlined processes to achieve cost savings through productivity enhancements and reducing direct ordering cost. Grainger Order Management System: Grainger's Order Management functionality on Grainger.com® allows Sourcewell Members to quickly set up an online workflow that is easy to use and that simplifies their purchasing process. Customers can set up spend and order approval limits based on company requirements to help ensure they have the right control over their MRO spend. Grainger's OMS enables agencies to enhance productivity availability and improve efficiency while retaining control over spend and what products are purchased: Grainger Value- Order Management System (OMS) City Fire Department (TX) 2022: Recognizing the critical need to maintain inventory levels of key supplies at over 50 stations, Grainger assisted the fire department with implementation of the Grainger.com Order Management System (OMS). With the Department requiring control over replenishment, Grainger's OMS helps maintain inventory levels while adhering to departmental policy. Supply orders are presented through an electronic approval process for placement and delivery. The Grainger Team created a custom catalog on Grainger.com enabling the Department to purchase only pre-approved products. Grainger's OMS and the custom catalog assist the Department in controlling spend for supplies that are compliant & approved. Electronic marketplaces: Grainger North America connects to customers through electronic marketplaces, exchanges, or enterprise purchasing software systems using universal technology standards, such as cXML and EDI. Customers can "Punch-Out" to Grainger's online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval. Direct connections to customers' Enterprise Resource Planning (ERP) systems: Grainger North America offers ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers seeking to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow. Grainger's supports ERP and Supply Chain/Procurement Networks include SAP, Coupa, SciQuest, GHX, Oracle and Info. Supported eProcurement Transactions: Grainger supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets: Invoice - 810 ANSIx12, cXML, xCBL Payment (CTX Format ONLY) - 820 ANSIx12 Remittance Advice - 824 ANSIx12 Purchase Order - 850 ANSIx12, cXML, xCBL

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.	Grainger North America offers extensive product training and instruction that is summarized below. These expansive solutions, fee and non-fee based, apply to both industry specific and value-add categories, and deliver numerous benefits. We will assist Sourcewell Members in working with manufacturers, suppliers and third parties as to product, equipment, maintenance, safety and related training and contract administration. Provided below is Grainger's core training services. Additional training services are detailed in Question 69. Not all programs may be available in Canada. Programs involving third parties may be subject to a fee agreement. Sourcewell Contract Training Grainger's North America National Government Sales Team, led by the Senior National Government Sales Manager for Sourcewell, will continue to provide contract and ordering
		training, and refresher courses, at no additional cost for Member's staff. Training will also be provided to new users throughout the contract term via virtual and video sessions. If awarded, Grainger will implement a Joint Planning Session with each Member to align on

Ship/Bill Notice - 856 ANSIx12

Functional Acknowledgement - 997 ANSIx12

Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL

Please see "Driving Efficiency with eProcurement" in the Additional Documents zip.

milestones and timeframes to train users on the new contract.

Grainger.com Training

Grainger North America supports Sourcewell Members via training that addresses the integration of Grainger.com with an agency's search, compare, product identification and order processes. The training endeavors to ensure agency processes and approval protocols are adhered to and that accurate P.O. number and Contract Number are present on an invoice; it reinforces how the Order Management System enables effective and efficient approval flow.

Grainger.com Value Training

City (VA) Agency Employee Training, Fall 2020: Grainger worked with a Sourcewell Member that sought employee training addressing effective e-procurement purchasing practices. Grainger coordinated training for new city employees on Grainger.com and the punchout's best practices, including eQuotes, Search & Filter, Order Management System, and creating Shopping Lists. Grainger also conducted Grainger.com refresher training. The initiative, presented by Grainger's Advanced Grainger.com Team, provided City priority users with the expertise to purchase the MRO product required.

Technical Skill Training

ENVIRONMENTAL, HEALTH & SAFETY

Grainger's Environmental, Health & Safety Services are designed to help Sourcewell Members protect their people, their facilities, and the environment. Through our network of qualified, insured, and licensed service providers, we can provide comprehensive solutions that help Members meet their EH&S goals.

Within each area Grainger Services can assist with training addressing:

- Program, procedures, plans & policies
- Installations, repairs, certifications & permitting
- Specialty services, such as workshops, rentals etc.

Safety Services:

- Arc Flash/Electrical Safety Services
- Confined Space Services
- Emergency Planning and Response Services
- Fall Protection/Working at Elevated Heights Services
- Fire Protection/Life Safety Services
- Lockout/Tagout Services
- Machine Guarding Services
- Material Handling/Lifting Services
- Safety Consultant Services
- Turnarounds/Safety Product Services
- Technician Skill Training Services

Technician Skill & Safety Training - Instructor-LED/Live or Virtual:

- Compliance Electrical: Multiple courses covering NFPA, NEC, NICET and more Compliance Mechanical: Multiple courses covering Confined Space, DOT, Chemical Safety, HAZWOPER, and more
- Electrical More than 30 Electrical Skills & Safety Courses
- HVAC Multiple HVAC Technical Skills Courses
- Mechanical Multiple Courses covering Hydraulics, Pneumatics, Pumps, Machine Tools, Welding, and more

Grainger Training Values

County Parks, Corrections, and Transportation and Natural Resources Facilities (TX)-Ongoing, 2019-2022: This Sourcewell Member secured Grainger's value-added training sessions to address various Environmental Health and Safety subjects including Fall Protection, Power Tool Safety, Stop the Bleed, and Safe Welding trainings. The availability of these training resources enabled the County to provide needed education to team members while focusing its internal resources on other initiatives.

City Warehouse Facilities (TX) - March 2022: Ongoing: Grainger introduced this Sourcewell Member to Grainger's Fee-based Forklift training as its leadership encountered difficulty finding a supplier with expertise in the subject. The Sourcewell cooperative contract secured the training as it was within the scope of a competitively solicited and awarded contract.

County Water Treatment Plant (VA) - 2022: Grainger facilitated training on powered air purifying respirator (PAPR) units and forklift operation to assist the Water Treatment plant maintain employee and visitor safety.

County Vehicle Services (VA) - Spring 2022: Vehicle Services was challenged to provide core training opportunities for employees. Grainger coordinated Fall Protection and Aerial Lift Training onsite with Honeywell, which are fee-based services offered under Grainger's

Sourcewell Facility MRO cooperative agreement.

Environment & Health

We offer a wide range of EHS training courses your employees need to help them effectively perform their jobs safely. Training offerings are available through an online experience or through an on-site instructor.

- AED Inspection
- Active Shooter
- Aerial Lift
- Competent Person
- Confined Space
- Fire Extinguisher
- First Aid/CPR/AE
- Forklift
- Lockout Tagout
- Machine Guarding
- NFPA 70E
- · Occupational Noise Exposure
- Respirator

Grainger Safety Team Value

County (OH) Audiology Test Summer 2022 Fee-Based Service: Grainger's Account Manager and Field Safety Specialist collaborated with the County to provide a fee-based service for critical audiology testing for county employees exposed to noise levels above 85 dB. The service was accessed via Sourcewell's Facility MRO cooperative contract. Grainger assisted the County in evaluating the provider and developing a service engagement while conserving expenditures.

Food Safety Training - Instructor-LED/Live or Virtual:

 Food Program and HACCP Courses – HACCP FDA/FSMA, FSSC22000, GFSI, GMPs, SQF

Health Services:

- Airborne Contaminants & Noise Services
- Ergonomics Services
- Medical/First Aid Services
- Occupational Health Services

EHS Digital Services: A suite of online subscription tools, EH&S Digital Services helps improve EH&S tracking and management while increasing productivity. These tools make it easier to maintain critical EH&S and facility activity and information:

- Save time and money while creating a safer workplace
- Reduce injuries, illnesses, and exposure to fines
- Increase productivity with automated EH&S tracking tools managed right from your PC or mobile device
- Ensure compliance and drive standardization

Manufacturer Technical Training- Examples include:

- Proto Tools Hand Tool Safety Seminar
- Dewalt Power Tools Safety Seminar
- Fire-Resistant Workwear Training
- Fall Protection Training
- Hearing Protection & Conservation Training
- Gas Detection Equipment Training
- Arc Flash Awareness Seminar
- Fuses & Power Distribution Training
- Spill Containment Training
- · Climbing Pro Ladder Training

Grainger's KnowHowSM Center: Grainger's KnowHowSM provides insights and information to customers who are looking for ways to save time and money, increase productivity and engage in Safety Thought Leadership that will assist with keeping people safe and maintaining compliance. Key topics covered include inventory management, facility maintenance, emergency preparedness, occupational safety and health solutions and regulatory compliance, among others.

For a detailed listing of available, fee-based Technician Training, please refer to "Technician Training" guide attached in the Additional Documents zip file.

For a comprehensive listing of Grainger's complimentary and fee-based training programs, please refer to "Grainger Services" guide attached in the Additional Documents zip file.

Describe any technological advances that your proposed products or services offer.

Grainger North America's product and ecommerce teams continually review Member requirements to secure innovative technologically advanced products and services. Examples include:

Sustainability: Grainger's product knowledge library, Grainger KnowHow, addresses the customer demand for trash bags that reliably deteriorate over a time span. When a trash bag is certified as compostable, it means a third party confirmed it will break down completely in the conditions found in a commercial composting facility. In the United States, the most prominent certification organization is the Biodegradable Products Institute (BPI). Grainger's product information presents distinctions to assist customers in finding the right product.

Battery Powered Tools: Legacy cordless tools require different battery platforms that vary with the voltage needed. A drill may get all the torque it needs from a 6-amp motor while a miter saw requires a 15-amp motor to perform well. A higher voltage platform was previously incompatible with the lower voltage system. Dewalt Tools provides a more universal platform called the Flexvolt™, where the battery automatically changes its voltage with each tool it is used with. The tool tells the battery which mode to operate in; it is completely automatic for the user.

PURELL Surface Disinfecting Wipes- GOJO Industries' portfolio of surface disinfecting products now includes durable canisters for mobile and portable applications where routine and fast disinfection of surfaces is needed. The EPA category IV toxicity rating of PURELL Surface Disinfecting Wipes, which has no harsh fumes, addresses particular applications such as vehicles and mobile infrastructure where regular disinfecting is performed.

Fenix PD36R Rechargeable Flashlight- The newly upgraded handheld Fenix PD36R rechargeable flashlight is a high-performance LED rechargeable flashlight delivering a maximum 1600 lumens to a distance of 928ft (283m), all on a high capacity 21700 li-ion battery. The Fenix PD36R, with a 21700 li-ion battery, extends battery runtimes by twice the standard li-ion battery. The high-capacity 5000 mAh battery can be charged through the USB-C port on the flashlight

Catalog Search by Image (US only): Grainger's mobile app enables customers to use a visual search tool to find and purchase product from Grainger's 1.5 million products. With the tool, products can be searched and located within 3 seconds. Available on Android or Apple devices, customers can scan a bar code, enter an item number, or upload a photo to find a product and complete a purchase. Grainger search also allows customers to send a photo to Grainger's technical advisors who will assist in recommending a product. A voice search tool is also available.

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.

Grainger North America is committed to conducting business in an environmentally responsible manner while working to reduce energy use, minimize waste, conserve water and improve air quality in our operations. To do so, we focus on the environmental challenges within the material parts of our business: our operations, products and supply chain.

Green Initiative Focus

We work to improve our environmental performance across our value chain from our suppliers through our operations and our customers. We encourage stewardship in our operations and share our lessons with others. We partner with third party sustainability organizations, such as the CDP (formerly known as the Carbon Disclosure Project), the GreenBiz Executive Network, the US Environmental Protection Agency, SmartWay® Program, UL Inc. (formally Underwriter's Laboratories, Inc.) and the US Green Building Council to help us align our environmental investments with our stakeholders' expectations.

OPERATIONS

Grainger recognizes the urgency of climate change action and supports greenhouses gas (GHG) reduction targets consistent with the net-zero climate goals of the Paris Climate Agreement. Since 2009, Grainger has disclosed to the CDP, the organization administering the global disclosure system, details on business risks and opportunities related to climate change. This initiative to reduce CHG is pursued companywide.

Since 2011, Grainger has reduced absolute scope 1 and scope 2 emissions by 37 percent. Our target to reduce emissions further follows the medium-term goals of the Paris Climate Agreement. This approach relies in part upon increasing use of rooftop solar at Grainger facilities, investment in renewable energy credits, including wind and hydroelectric energy and improved technology and efficiency in building management systems. Specific efforts include:

- Expanding solar footprint across key facilities- In 2021, Grainger completed rooftop installation of an additional 1.1 MW of solar panels at the NE US Distribution Center (DC).
- More efficient Building Management Systems (BMS)- In 2021, new energy efficient

building or retrofits were completed across 29 facilities, representing 40% of our North America footprint.

- LEED -Grainger has 7.0 million square feet of LEED certified space throughout 18
 North American facilities, representing 28.8 percent of Grainger's total square feet in North America.
- Recycling- Recycling rates in US DCs have increased by standardizing recycling processes and sharing best practices across our network. Teams are trained to use a colorcoded system to separate and bale materials such as cardboard, plastic wrap and metal. In 2021, our US DCs recycled 92 percent of all waste leaving the facility.
- Water Usage- We monitor and measure our water footprint and pursue opportunities to reduce usage, such as installing water-efficient fixtures at our largest facilities

Grainger's supplier engagement program is the cornerstone of the broader effort to reduce GHG. Via quarterly calls and active feedback channels, Grainger engages the top 80 percent of suppliers by revenue to understand how to approach this effort.

Details of Grainger's commitment to clean energy and sustainability are found at pages 31-38 of our 2022 Corporate Social Responsibility Report, Sustainability and Stewardship, https://invest.grainger.com/home/default.aspx.

Green Products and Services

Grainge North America environmentally preferrable product (EPP) portfolio helps customers maintain sustainable facilities via efficient energy management, water conservation, waste reduction and improved indoor air quality. Grainger's online filtering capability screens any product search to evaluate environmentally preferable alternatives. Grainger also maintains a growing portfolio of sustainability-related services which include site audits, payback analysis, utility rebate assistance and recycling of replaced product.

Customers can easily identify EPP products on Grainger.com by our Green Leaf icon. It indicates that the select product has a UL validated certification and/or attributes.

Grainger receives ongoing verification of its environmentally preferable SKU designation from UL Environment (ULE). For a product to be classified as environmentally preferable, it must maintain one or more environmentally preferable attributes or third-party certifications such as WaterSense(r), ENERGY STAR(r) or Green Seal. These verifications are provided on the individual product page.

The following are examples of sustainable and environment products and services available to customers:

- Grainger US currently offers 100,000 green products.
- Grainger works with customers to identify and implement environmental conservation programs. Examples include lamp recycling programs, LED lighting conversions, using aerators on faucets to reduce water consumption, and Air Filter studies to reduce energy usage on HVAC units.
- Similarly, Grainger works with a customer's recycling and sustainability office to identify
 and implement environmental conservation programs. The initiative includes refilling stations
 to reduce plastic bottle waste, green product utilization, a lamp recycling program and LED
 lighting installment.
- Grainger, through a network of third-party service providers, offers a range of sustainability-related services, including HVAC optimization upgrades, water conservation upgrades, utility rebate incentives and lighting retrofit solutions. For example, Grainger can facilitate a free energy audit for customers, consisting of a site walk-through, fixture count, energy audit, return on investment, payback analysis, utility rebate assistance and applications (photo metrics).

In 2021, EPP sales totaled more than \$875 million, a 23 percent increase from 2020. Program growth is driven by increased customer demand for products. Merchandising our portfolio to add green certifications and environmental information to existing products also contributed to growth and helps customers with their sustainability goals.

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Identify any third-party issued ecolabels, 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.

Grainger US EPP portfolio of approximately 100,000 products comprises one of the largest green SKU counts in the industrial distribution market. EPP products fall into two categories — those certified by independent organizations and those with green environmental attributes.

Green certification indicates that a product has met certain environmental and/or social standards. These are designated with a green leaf icon on Grainger.com® and explained in the compliance section for each product (e.g., EnergyStar®, DLC® Approved).

Green environmental attributes narrow the gap between certified products and responsible products where third-party certifications are not yet available or where they meet industry standards (e.g., ASTM standard test methods, LEED criteria, minimum percent of post-consumer recycled content). Each attribute is carefully considered and reviewed annually both internally and with our third-party partner for relevancy based on customer sustainability questions as well as U.S. federal and state sustainable purchasing considerations.

GREEN ATTRIBUTES FOUND ON GRAINGER.COM FOR OFFERED PRODUCTS INCLUDE: Ecologo, GREENGUARD, GREENGUARD Gold, ECVP 2799 Zero Waste to Landfill Facility, Energy Star, WaterSense, Safety Choice, Green Seal, Certified Biobased, Carbonfree, Sustainable Forestry Initiative, Forest Stewardship Council, SMaRT Certified, DLC Quality Products Listing, DLC Premium, NEMA Premium, Energy Aware, HVI, Biodegradable Product Institute Certified, CRI Green Label, OMRI Listed, and VOC Levels Meet SCAQMD Requirements.

We continuously evaluate available product certifications based on emerging certifications, customer demand, and to reflect new or remerchandised products already in Grainger's portfolio. Our existing portfolio of more than 100,000 products currently cover 27 product categories.

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.

Grainger recognizes the importance of supplier diversity. As responsible corporate citizens, Grainger is committed to supporting the growth of diverse businesses and giving these companies opportunities.

Grainger has more than 20 years of successful experience offering diverse companies' opportunities through two core programs:

- Tier 1: Authorized Grainger Reseller Program
- Tier 2: Grainger's Supplier Diversity Program

GRAINGER'S TIER 1 AUTHORIZED GRAINGER RESELLER PROGRAM Program Overview:

The Authorized Grainger Reseller program includes a network of more than 100 certified Diverse Business Enterprise (DBE) resellers authorized to resale Grainger MRO products. The DBE resellers have access to Grainger's full product offering and, since 2006, they have helped state, local, education, corporate and federal customers meet their diversity procurement goals. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.

The reseller program enables MRO resellers and customers greater access to products and services and provides reach to segments and contracts typically mandated or prioritized for small businesses/diverse business enterprises (DBEs). The program allows Grainger resellers to offer niche, value-added services and a broader selection of products. The cooperation and coordination of Grainger and its resellers is a win-win for customers looking to achieve procurement goals and ESG/diversity mandates.

DBE Responsibilities: DBE resellers are responsible for the procurement process, sales calls, order processing, invoicing, and troubleshooting. The DBE will engage with customers, represent itself in the marketplace, and be the first point of contact for customer service. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding.

Grainger's investment in the Authorized Grainger Reseller Program includes the following:

- Dedicated Channel Business team which includes Sales and Operations Teams as well as leadership focused on flawless program execution.
- As part of Grainger's investment, the Channel Business team provides on-going mentorship and support of the DBE resellers. Specific examples of this resource investment include:
- Dedicated e-Commerce Solution Managers charged with ensuring seamless implementation of customer e-commerce programs.
- o Grainger Consulting Services support to help refine the reseller administrative processes.
- Business development and expansion support through customer match-making activities.
- o Focused on-boarding and MRO specific training which includes direct access to key manufacturers and suppliers.
- o Government/Healthcare ethics and compliance training led by Grainger in-house counsel.
- o Marketing support for the reseller end-customer marketing and sales collaterals.

- Detailed reporting capabilities to support end-customer productivity and cost savings initiatives.
- In addition to these resources, Grainger's Channel Business team leads the Authorized Grainger Reseller Program and helps manage the resellers to ensure contract execution, compliance, and overall performance management.

GRAINGER'S TIER 2 SUPPLIER DIVERSITY PROGRAM

Grainger's Tier 2 Supplier Diversity Program affords our customers with access to diverse manufacturers and suppliers through its catalogs and distribution channels. Started in 1999, this program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from diverse business enterprises (DBEs).

The economic impact of this program continues to increase. As of 2021, Grainger's Tier 2 Supplier Diversity program features:

- More than 720,000 products from more than 2,800 key small and/or diverse suppliers
- More than 6,600 small businesses, and over 680 minority-, woman-, veteran-, disabled-person- and LGBT-owned businesses for goods and services

This model affords DBEs the ability to concentrate on what they do best and leave product logistics and distribution to Grainger.

Through this program, our customers have access to DBE products through all ordering options (including Grainger.com, KeepStock, the catalog, phone, fax, and walk-ins) and distribution channels. Our customers benefit from one-stop shopping and supplier diversity reporting upon request.

- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity filter to shop for products from diverse suppliers.

Supplier recruitment is a continuous activity for Grainger.

Certified businesses that register through Grainger's supplier diversity registration portal
on Grainger.com can be referred to buying decision makers when product review, request
for proposal (RFP), or spot buying opportunities occur.

Grainger focuses on increasing the number of products acquired from diverse companies in several ways:

- Corporate member of the Women's Business Enterprise National Council (WBENC).
- Participates in conferences and seminars to help establish or strengthen diverse businesses.
- · Grainger.com invites diverse suppliers to consider doing business with Grainger.

Grainger also pursues outreach opportunities with diverse organizations to understand their member offerings and to promote opportunities with Grainger. These organizations include:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise Council (WBENC)
- Small Business Administration (SBA)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Vets First
- Disabled Veteran's Business Alliance
- · National Veteran Business Development Council (NVBDC)
- Disability: IN

	saire 20, 2025 Regular de Meeting	· ·
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?	Confidential Trade Secret Information North America Grainger's core business is a high-touch, high-service model where we provide value, including dedicated salespeople and technical support experts, to assist customers with information to identify the products they need. Sourcewell's Facility MRO, Industrial, and Building-Related Supplies and Equipment portfolio is a prominent illustration of how Grainger strives to distinguish itself from the competition.
		Grainger team members work to understand the mission of each state, province, local, educational, and non-profit Sourcewell Member and the individuals who carry out its responsibilities. By knowing the customer in detail, including the challenges encountered, Grainger anticipates need and pursues how best to fulfill it. As a result, our offer addressing Sourcewell's Facility MRO RFP continues to expand to meet the evolving needs of Sourcewell members.
		By embedding itself within customers across the US and Canada, Grainger North America is able to focus on how best to assist effective emergency response:
		An advanced supply chain infrastructure driven by customer need for breadth and depth Facility MRO, Industrial, and Building-Related Supplies and Equipment-related inventory and a distribution network centered on next day delivery. An investment in eCommerce and digital platforms yielding advanced product search ease, meaningful product comparison, product availability and delivery clarity, all supported by an efficient and accountable ordering process. Employees with expertise to assist with product selection and to assure availability and timely delivery whether the need is ordinary or critical. Technology experts who design and innovate information systems and digital platforms to be customer centric. Decades of experience connecting agencies to the products and services supported by a stronger compliance regime.
		Detailed throughout our response are the range of products and services focusing on government and education customers. The breadth of these items, their availability and the expeditious delivery to the customer replicates Grainger's categories addressing commercial and industrial markets. The competitive market leveraged by Sourcewell's comprehensive solicitation encompassing Facility MRO requirements assures reasonable pricing for all product and service categories.

Table 9: 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.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Products sold by Grainger to US and Canadian customers is covered under the following warranty terms: For Grainger US. Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the
		date of invoice from Grainger, unless otherwise stated. Additional product specific warranty information either is shipped with the product to the Member or can be obtained by Grainger if requested by the Member.
		For Grainger Canada. All products sold by Grainger are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location as Grainger designates, shipping costs prepaid, will be repaired or replaced, at Grainger's sole option, as the purchaser's exclusive remedy.

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Except as set forth herein and where applicable, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, mis-repair, or misapplication. Grainger expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages to the extent permissible. Grainger's liability in all events is limited to the purchase price paid for the product that gives rise to any liability.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Grainger products listed in Grainger's North America's General Catalogs are warranted by the manufacturer to the final user. Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by a Member. As a distributor of commercial off the shelf product, manufacturer warranties either accompany the product purchased or can be obtained by Grainger if requested by the Member. The scope of warranty service offered such as travel is scenario specific and will be defined and/or addressed by the respective manufacturer of the product subject to a warranty claim.	*
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?	Grainger products sold are warranted by the manufacturer to the final user. Upon request, the manufacturer of a given product sold by Grainger will address any unique geographic limitations that may impact a warranty claim. Grainger stands behind the product we sell by offering a one (1) year product warranty. We are committed to making each Grainger customer whole in any warranty scenario by either: (i) repairing; (ii) replacing; or (iii) refunding the amount paid by a customer.	*
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?	Grainger products listed in Grainger North America's General Catalogs are warranted by the manufacturer to the final user. Although Grainger does not manufacturer the product it warranties, it will assist its customers with product specific warranty matters. For example, upon request, Grainger will obtain copies of manufacturers' consumer warranties and will furnish them to the Member. Such requests must include the Grainger's stock number and the manufacturer's model number (if shown) of each product for which a copy of the warranty is requested. Grainger may also furnish sales brochures and other literature of the manufacturer. Grainger North America assumes no responsibility for the content or coverage contained in any manufacturer's warranty or sales literature by providing this service.	
		For Grainger US: Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of invoice from Grainger, unless otherwise stated. Provided that Grainger accepts the product for return during the limited warranty period, Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by Participating Entity. Grainger 's repair, replacement, or refund of amounts paid by Participating Entity for the product, shall be Participating Entity's sole and exclusive remedy.	*
		For Grainger Canada: All products sold by Grainger are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location as Grainger designates, shipping costs prepaid, will be repaired or replaced, at Grainger's sole option, as the purchaser's exclusive remedy.	

51	What are your proposed exchange and return programs and policies?	Grainger US Exchange and Return Policy: GRAINGER 30-DAY SATISFACTION GUARANTEE. Participating Entity can return product purchased for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Supplier is required for all returns. Supplier's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.	
		RETURNS AFTER 30 DAYS. Unless otherwise noted, Participating Entity can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Supplier is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Supplier.	*
		FINAL SALE ITEMS. Items sold on a "Final Sale" basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable" and (vi) any other items that Supplier may designate as a "Final Sale" from time to time.	
		Grainger Canadian Exchange and Return Policy: Any cancellation or return must be approved by Grainger (at its discretion), be accompanied by proof of purchase, and may be subject to restocking or other charges. Any returns due to shipping errors, damage or loss must be reported to Grainger immediately. For returns not related to damage or loss during shipping, product must be returned within 30 days of shipment and be in original package and re-saleable condition. Returns can be made to Grainger; however, Grainger will only accept returns on products purchased through Grainger. Returns of custom sourced products may not be permitted.	
52	Describe any service contract options for the items included in your proposal.	In addition to our product line offering, Grainger North America offers select service contracts either directly or via our supplier/service provider/manufacturer network, in support of our product offer. Grainger North America will work with Members to review and assess which service opportunity is best suited to satisfy the Member's operational needs.	*

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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Grainger North America's payments terms are NET 30. Grainger North America customers typically have an open account that is invoiced for orders according to their contract. Grainger also offers Sourcewell Members the following payment options: Credit card or cash – At the time of purchase or pickup. Electronic payment (ACH/EFT) – Grainger uses the Corporate Trade Exchange-820 (CTX-820) ACH/EFT format to process electronic payments. The remittance detail included with the payment file helps Grainger reconcile (Customer)'s payment promptly and accurately. Procurement cards – Grainger accepts all types of VISA, MasterCard, Discover, and American Express cards. Check – Checks can be mailed to the "Remit To:" address on the invoice.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Grainger North America does not offer leasing or financing options at this time.	*
55	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.	Please see Grainger's Sourcing Terms and Conditions as well as a "Sample Quote_Sourcewell 091422-WWG" and "Sample Invoice_Sourcewell 091422-WWG" in the "Standard Transaction Document" samples zip.	*
56	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?	Grainger North America accepts VISA, MasterCard, Discover Card and American Express cards as a means of payment. There is no additional cost to Members for this process.	*

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 *
57	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.	Grainger North America's pricing model is a most comprehensive, robust and competitive Sourcewell offer to date and provides Members numerous cost savings opportunities: Category Discounts Facility MRO Supplies & Equipment Hot List Member Market Basket General Catalog Discount Large Order and Volume Discounts Customer Specific Pricing (CSP) Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each CATEGORY DISCOUNTS: Our North American offer encompasses significant discounting across multiple MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). CRP is market-based. When evaluating pricing, it is important to compare "final" product prices, as a larger discount percentage offered by a competitor who has not adopted market-based pricing may not yield a lower final product price. Differences between the U.S. and Canadian supplier base vary across all product categories so not all Grainger US products, catalog or sourced, are available in Canada. Grainger continues its efforts to enhance its online search and purchasing experience by incorporating new technology and functionality to its online offering. Accordingly, and at Grainger's sole discretion, product categorization may be modified from time to

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time to promote clarity and product alignment. Additionally, there are products that, because of their volatile nature in context of supply, including pricing, demand and availability, are not eligible for any, including general, category discount.

- Abrasives 7%
- Adhesives, Sealants, and Tape 10%
- Air Filters 40%
- Cleaning 22%
- Electrical Supplies 23%
- Electronics, Appliances, Batteries 19%
- Fasteners 32%
- Hand Tools 14%
- HVAC Supplies 17%
- Lab Supplies 15%
- Lighting 22%
- Lubrication 10%
- Material Handling, Storage, Packaging 15%
- Motors 19%
- Outdoor Equipment 12%
- Paint, Equipment, & Supplies 10%
- Pneumatics 11%
- Pumps 7%
- Power Tools 11%
- Power Transmission 19%
- Safety 19%
- Security 15%
- Test Instruments 7%
- Welding, Machining, Cutting 10%
- All other Categories 5%

For Sourcewell Members, CRP is found on Grainger.com and Grainger.ca when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across the specified MRO categories.

FACILITY MRO SUPPLIES & EQUIPMENT HOT LIST: Grainger North America, through decades of serving government customers, has captured purchasing data reflecting current and relevant product needs to compile its Hot List offer. Grainger North America presents the attached Facility MRO Supplies & Equipment Hot List to all US and Canada Sourcewell Members who complete the Grainger affiliation process to access, if awarded, the Sourcewell Facility MRO Supplies & Equipment #091422. contract. This offer is comprised of the highest volume and most frequently purchased products across a broad mix of government agencies.

Grainger North America analyzed usage and procurement data of Facility MRO Supplies & Equipment related products from its largest states, provinces, local government, education, and non-profit customers across North America and combined it with all Sourcewell Members' prior 48 month purchasing analytics. Data points such as the number of times an item was purchased, when and how often, how many individual agencies purchased the item, including those items added into an inventory management solution, were scrutinized to prepare the Hot List.

The Hot List encompasses 852 items specific to Sourcewell state, province, local, educational, and non-profit agency customers. Due to variances between our catalog offerings and supplier base in the US and Canada, not all items in the Hot List are available to our Canadian customers. The items in the Hot List available to both US & Canadian Sourcewell customers have been priced in both USD and CAD respectively in our submission.

The Facility MRO Supplies & Equipment Hot List pricing is competitive and will be held firm for 12 months from date of award.

To keep the Facility MRO Supplies & Equipment Hot List meaningful throughout the life of this contract, Grainger North America will evaluate the product selection and update it each year to ensure relevant product mix.

MEMBER MARKET BASKET:

In addition to the Grainger Facility MRO Supplies & Equipment Hot List, we offer the ability for each affiliated Member to create a custom Market Basket of up to 300 items. To drive additional cost savings and predictability, Members can select a custom Market Basket consisting of the Facility MRO Supplies & Equipment products the individual Member most frequently purchases. The Grainger North America Sales Team will work with Members seeking to consolidate, standardize, and identify a product list and price.

GENERAL CATALOG DISCOUNT:

All items in Grainger's General Catalog are included within this Sourcewell offering. Grainger recognizes the operational importance to provide Members access to products beyond those covered by Defined Category Discounts, Hot List, Member Market Basket and products aligned to a specific category. Grainger North America provides a 5% discount off of CRP on these products except for items identified as volatile which are not eligible for a discount.

LARGE ORDER AND VOLUME DISCOUNTS:

Grainger has years of experience working with Sourcewell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcewell Members to leverage additional discounts for large, single orders, based on size and scope.

CUSTOMER SPECIFIC PRICING (CSP):

Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities.

Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 4 (Sourcewell's Vendor Price & Product Change Request Form, referenced in RFP #091422). These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America.

ACCESS TO ADDITIONAL GRAINGER-SOURCEWELL CONTRACT AWARD BENEFITS:

Upon affiliating with the Sourcewell Facility MRO Supplies & Services Agreement # 091422, a Sourcewell Member may also affiliate with any other Grainger-Sourcewell Agreement and access the benefits under that agreement, so long as each agreement remains valid. Upon expiration or termination of any other agreement, Grainger will extend the benefits provided in any successor agreement associated with the Member so long as that agreement remains valid. Differences between the U.S. and Canadian supplier base vary across all categories so that not all products are available in Canada.

A Member may contact Grainger at sourcewell@grainger.com or via the local Grainger Account Manager, to learn how to adopt additional Grainger-Sourcewell awarded contracts and access value-added service and pricing benefits through your Grainger account.

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.

The discount range in this offer, noted in response # 57, represents 5% - 40% off Grainger North America's CRP and addresses the general catalog discounts and the discounts applied to the Hot List prices.

9	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell "Enhanced Discount" Incentive Program:
	programs that you offer.	Grainger North America proposes a 3% increased discount on the defined MRO categories as described below for the following contract year for members who:
		Purchase at least \$25,000.00 in Total Member Purchases* during the Contract Year and
		during the Contract Year and Grow Total Member Purchases* at least 12% over the preceding Contract Year
		* Total Member Purchases" refers to the net invoice price of the Product purchased by Member under Grainger's Sourcewell Contract Awards using the Member's Sourcewell-affiliated, eligible Grainger account numbers, less freight, taxes, returned Products and credits during each contract year for which a Rebate or Incentive is being actively calculated and paid.
		Product Category: CRP Discount/Enhanced Discount:
		Abrasives: 7%/10%Adhesives/Sealants/Tape: 10%/13%
		Air Filters: 40%/43%Cleaning: 22%/25%
		Electrical Supplies: 23%/26%Electronics/Appliances/Batteries: 19%/22%
		 Fasteners: 32%/35% Hand Tools: 14%/17%
		HVAC Supplies: 17%/20%Lab Supplies: 15%/18%
		Lighting: 22%/25%Lubrication: 10%/13%
		 Material Handling/Storage/Packaging: 15%/18% Motors: 19%/22%
		 Outdoor Equipment: 12%/15% Paint, Equipment, & Supplies: 10%/13%
		Pneumatics: 11%/14%Pumps: 7%/10%
		Power Tools: 11%/14% Power Transmission: 19%/22%
		 Safety: 19%/22% Security: 15%/18%
		 Test Instruments: 7%/10% Welding, Machining, Cutting: 10%/13%
		◆The increase in Category Discount will be automatically applied to
		defined MRO Grainger North America categories (excluding the General Catalog Discount), commencing 60 days after contract period ends for a duration of 12 months
		♦ Purchases by a Sourcewell Member under any Sourcewell Agreement with Grainger, are eligible to qualify for the Enhanced Discount Incentive Program for a maximum of 3% increase in discount overall. Member qualification for the Enhanced Discount will be re-evaluated each contract year.
		♦ Sourcewell Plus Program: In lieu of the "Enhanced Discount" Incentive Program, Grainger North America may propose a Sourcewell Plus Program and creation of a custom incentive and rebate program, defined through a participating addendum and approved by Sourcewell. A customer may participate in either the Enhanced Discount Incentive Program or Sourcewell Plus Program, but not both.
		♦ Purchases made through Grainger's Authorized Reseller Program vendors aligned to Member's account and receiving Sourcewell Agreement pricing are not eligible for inclusion in Total Member Purchases.
	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.	Grainger's Sourcing Team acquires Facility MRO products and services not found in the Grainger General Catalog. Through this "special order" capability, Grainger provides quick access to over 6,500 suppliers and offers a total cost solution for acquiring infrequent, low demand or hard-to-locate items. Additionally, this channel offers line extensions (non-Grainger General Catalog product

and related services from Grainger General Catalog and third-party suppliers and service providers) and discontinued product catalog lines.

Quotes for "sourced" products and related services will be supplied for each such request. Pricing for sourced items is based on current market conditions and is negotiated on a per-order basis. Sourced product and related service opportunities are subject to the following terms and conditions:

TERMS AND CONDITIONS FOR SOURCED PRODUCT AND SERVICE

Grainger will source products and services not available through the Grainger's General Catalog or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Upon request, Grainger will provide Member a quotation which shall include the price, freight, and the warranty terms provided by the vendor of the Sourced Product or Sourced Service.

SOURCED PRODUCTS

- a. Unless otherwise agreed to in writing between Grainger and Member, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Grainger and charged to Member on Member's invoice. If Member chooses to ship freight collect, shipments will be made to Member freight collect, using carrier designated by Member. C.O.D. shipments are not permitted. Receipts for freight charges will not be furnished. Title and risk of loss pass to Member upon tender of the shipment to carrier.
- b. The product warranty provided by the Manufacturer and/or Supplier of the sourced product will be Member's sole remedy. Grainger's standard limited warranty terms included in this agreement or Grainger's website terms and conditions, to the extent applicable, do not apply to sourced products.
- c. Warranty Disclaimer. Except as expressly set forth herein, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper selection, improper installation, product modification, misrepair or misapplication.
- d. A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Grainger and added to the invoice, unless the shipment of Sourced Products was the result of Grainger or manufacturer error or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns or refunds are allowed, except if Sourced Products are defective.
- e. In the event that Grainger agrees to stock an agreed upon quantity of Sourced Products for Member, upon expiration or termination of the Agreement, Member agrees to purchase all remaining stocked Sourced Product. Grainger will invoice Member within (30) days of expiration, cancellation or termination of the Agreement.

2. SOURCED SERVICES

a. Performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Grainger, its subsidiaries, affiliates, or subcontractors ("Grainger"); or third-party

service providers engaged by Service Grainger ("third-party providers"). For purposes of this section, "service provider" refers to either Grainger or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such service provider.

- b. The terms and conditions contained in this section are extended solely by the specific service provider performing services, and any obligations contained in this section do not apply to any other service provider referenced in the foregoing paragraph. A third-party provider may require Member via Grainger to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Member and Grainger as set forth in this section.
- c. In the event of a conflict between the standard terms and conditions in this Agreement and the additional service terms in this section, the additional service terms in this section shall prevail for the performance of services.
- d. Limited services warranty. All services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of services ("limited warranty period"). If services are improperly performed and Member notifies Grainger of the improperly performed service during the limited warranty period, then Grainger will coordinate with the service provider to re-perform those services, in whole or in part, as necessary to cure the particular breach, or at the service provider's sole option, refund the amount paid by Member for the services directly attributable to the particular breach. The service provider's re-performance or refund of amounts paid by Member for the service directly attributable to the particular breach shall be Member's sole and exclusive remedy.
- e. Warranty disclaimer and waiver for services. To the maximum extent permitted by applicable law, the express warranties set forth in this section for services are in lieu of all other warranties, express or implied, and the service provider disclaims, and Member waives, all other warranties for services, including, but not limited to, any implied warranties of non-infringement, fitness for a particular purpose and merchantability. The warranties set forth in this section are expressly conditioned upon the use of the services for their intended purpose and shall not apply to services which have been subject to modification by Member or any third party.
- f. Limitation of Liability. Grainger and Third-Party Providers expressly disclaim any liability for consequential, incidental special, exemplary or punitive damage in the performance of services. The liability of Grainger or any third-party provider performing services in all circumstances is limited to, and shall not exceed, the purchase price for the performance of the portion of services that gives rise to any particular liability

Grainger Sourcing Values

City (AL) – Fall, 2021: The City's Police Department needed tactical robots but struggled to locate a vendor who had supply on hand. Grainger assisted the Police Department with sourcing tactical robots for public safety use.

County Corrections & Public Works (NY): Summer-Fall 2022: The Correctional Facility recognized risk to visitors, inmates, and officers as tables and chairs in the Visitor Wings were not bolted down. Grainger identified specialty correctional tables through its Sourcing Team and secured corrections approved furniture.

City Sewers & Water (OH) – Spring 2022: Addressing a specific project, Sewers & Water's Safety Unit recognized the need for equipment able to operate within a confined space. Grainger worked with supplier partners to assist the agency identify fall protection and supplied air equipment, with harnesses, gas meters, and oxygen tanks to equip and promote worker safety and successful completion of critical tasks.

		County Schools System (MD)- Summer 2021: Return of staff and teachers to buildings encountered challenges to locate the KN95 masks. The Schools EHS manager and the Grainger Account Manager worked together to identify the appropriate product and source to fulfill this critical need.	
61	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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Grainger North America discloses all costs associated with the product and/or services sold to a Member prior to purchase. Elements of the total cost of acquisition not included in product and/or service pricing may vary based on the product or service procured. To this end, Grainger does not have a fixed firm list of like costs. If, however, additional charges are assessed, for example required services to train employees on how to operate a product, the additional charge and identity of the third-party performing the service will be provided to the customer prior to performance of the underlying service.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Grainger North America offers the Sourcewell Member pre-paid freight on standard ground shipments. Title transfers to Sourcewell Members at time of delivery, FOB Destination. Additional freight charges and shipping fees may apply for sourced products and/or service orders as well as orders that include expedited delivery, carrier special handling, oversized product, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments originating within the US and shipping outside the contiguous US, and shipments originating in Canada and shipping outside Canada. The Member will be informed of any additional freight charges and/or shipping fees prior to purchase or as otherwise agreed by the Member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Grainger North America offers Sourcewell Members pre-paid freight on all standard ground shipments originating in Canada and shipped to a Canadian address. Product shipped from the Continental US to Alaska and Hawaii also receive pre-paid freight on standard ground shipments. Sourced products may be subject to additional terms, charges or fees that place the cost to ship on the Member. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, or other special handling and oversized product will be paid by Member. The Member will be informed of any additional freight charges and shipping fees prior to purchase.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Grainger North America's advanced technology and multiple distribution channels delivers product to Members where and when they need it. The unique combination of broad on-hand inventory strategically located across North America in distribution centers and branches provides unrivaled product availability: • On-hand Inventory \$1 billion and more than 1.5M products • Technology Investment and Supply Chain Expertise that forecasts Member needs to ensure product availability by locating inventory near the Member throughout the distribution network • Product ordered by 4PM, most customers receive next day Grainger North America provides the best combination of product selection, depth of inventory locally available, speed of delivery and ordering simplicity through a network of 284 branches and 17 distribution centers across North America. Grainger Branch Network Solutions help with product selection, shipping, labeling and emergency orders. TECHNICAL EXPERTISE: Grainger Branch Sales Specialists have the training and experience: • CUSTOMIZED INVENTORY: Grainger will stage critical or never out items at a local branch. • LABELING: Grainger will assist in custom label regarding hazards, inventory, PO reconciliation, warehousing, maintenance inspections, and specialized products. • SHIPPING AND WILL CALL CONSOLIDATION: For large orders or multiple orders, Grainger will ensure that goods are consolidated for delivery or pickup in a single shipment. • EMERGENCY ORDERS: Grainger after-hours emergency service is available at: call 1.800.CALL.WWG. Grainger will to open	
		a branch anytime (a \$50 fee may apply). *Subject to market availability. • KITTING OFFER: From safety, janitorial, filter, and new employee readiness kits, the Grainger branch provides kitting services across any product line.	

 SAME DAY DELIVERY: Grainger offers Same Day Delivery* in select markets for unexpected purchases. Shipping charges will apply.

INVENTORY MANAGEMENT SOLUTIONS

A critical facet of distribution and delivery is anticipating and understanding Member needs. Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger North America provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical product all while providing secure and efficient access.

Grainger North America's KeepStock® portfolio of inventory management solutions help Members manage their inventory and reduce costs. Beyond industry-standard vending machines, Grainger North America's portfolio provides both customer-managed (CMI) and Grainger vendor-managed (VMI) inventory options, including vending. Solutions range from simple to complex serving Member needs and can be combined within their facility to provide a custom service. KeepStock® can be integrated with Member purchasing systems or connected with Grainger.com. or Grainger.ca.

VENDOR MANAGED INVENTORY (VMI) SOLUTIONS

KEEPSTOCK WEB: is control central for managing your Grainger inventory. It seamlessly integrates your KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. (Customer) can leverage KeepStock® web functionality across all installation types — Vending, CMI, Replenish and Onsite, to provide you with total visibility to your entire inventory.

- Dashboard: View your orders and program summary snapshot, receive notifications to manage discontinued items, access KeepStock® Web instructions and more.
- User Management: Leverage User Management to add users to help you manage inventory and set varied levels of access rights.
- Program Management: Set and easily adjust your program settings. Add, adjust, delete items, and set min/max levels.
 Automatic reorder provides inventory level assurance and minimizes stock outs of critical items.
- Order Status: Place orders, check order status and track all your orders in real time.
- Label Printing: Use the label capabilities to print barcode labels, including multiple labels at once.

KEEPSTOCK® VENDING: Grainger offers a variety of KeepStock® Vending machines to include Coil, Carousel, Lockers, Cabinets and Drawers. Each machine is customized and configured for Member needs and supplies requirement:

KEEPSTOCK® REPLENISH: is a vendor-managed inventory (VMI) solution that helps manage, streamline ordering and stock commonly used Grainger items and support spot buy urgent needs. Your dedicated Grainger representative will work with you to determine the products and levels that need managing, as well as setting approvals for orders if required. The more complex your needs, the more you'll benefit from our scheduled visits and support our scheduled visits and supply chain expertise. On a pre-determined schedule, your Grainger onsite resource will:

- Reorder products based on min/max
- Restock Grainger products in designated areas
- Bar code and label Grainger managed products
- Handle Grainger purchasing and purchase orders
- Support spot buys
- Expedite invoices and inquiries
- Help find hard-to-find products
- Cross-reference Grainger products to add

KEEPSTOCK® ONSITE: KeepStock® Onsite is a VMI solution for larger, more complex customers who face multiple challenges managing critical MRO inventory. KeepStock® Onsite provides a dedicated, experienced resource on a daily basis plus a defined space—like a cage or crib—to support your Grainger product purchases. Key features of Grainger's Onsite solution include:

- Dedicated onsite resource frees employee time to increase productivity.
- Desktop delivery and returns
- Spot buy and sourcing of product
- Optimized inventory delivers cost reduction by helping reduce on-hand inventory levels while minimizing stockouts
- Streamlined processes reduce overall handling costs
- Expanded scope to support product identification and recommendations, requisition creation, organization, product returns and warranty replacement
- Onsite expertise recommends stocking levels, driving product standardization and compliance

Please see attachments for further detail on Grainger's KeepStock Inventory Management Solutions.

KEEPSTOCK® STORE: This solution provides a fully stocked and staffed Grainger North America branch at your location especially helpful for high-volume, high-traffic needs. Grainger North America will work with the Member to determine which items to stock and overall scope of the solution.

CUSTOMER-MANAGED INVENTORY (CMI) SOLUTION
The KeepStock® CMI customer-managed inventory solution
leverages mobile and desktop technology to give customers
complete control of their Grainger inventory. Grainger offers this
program to any customer interested in self-managing inventory.

Tech savvy tools and features of KeepStock® CMI solution include:

- Manage inventory across multiple devices, users, and locations
- Scan barcodes to order directly in the Grainger app
- This easy-to-use and powerful software solution offers visibility, flexibility, and control while managing product.
- Quickly edit and add items
- · Adjust min/max levels and reorder points
- · Manage users and approvals to control
- Print and scan labels
- View pending orders
- Access order history and purchase information to make informed inventory decisions

KEEPSTOCK MANAGED: Grainger's Managed Solution provides Members with daily onsite, expert, support services to maximize the value of Member's entire MRO inventory investment for both Grainger and non-Grainger product. Managed MRO is a fee-based service where our Inventory Specialists work at your facility to manage all indirect materials.

Grainger Inventory Management Value

County Corrections (TX) – January, 2022: The Corrections Department was challenged with frequent stock outs across high demand items as local vendors struggled to keep pace with requirements due to supply chain disruptions. Grainger collaborated with this Sourcewell Member to identify alternate products for specific, high-demand items and integrated an inventory management solution to ensure product availability. Product encompassed nitrile gloves, paper products, sanitizer, food trays, paper cups, and masks.

City Water Department (TX) Ongoing: Grainger facilitated inventory management of custom engraved specialty locks for utility use. Through this value-added service and support, Grainger houses this critical, custom item at a local branch to ensure the appropriate quantity is available and delivered when the customer calls.

Capital Regional District (CRD) (Canada)- McLoughlin Pt. Waste Water Treatment Plant -Ongoing: The CRD leverages the Grainger & Canoe / Sourcewell GPO to reduce cost and expedite the search or pricing of products and to streamline procurement processes. GRAINGER.CA (Sourcewell Landing Page) is its commonly used business channel. Order Lists for common consumables across many product categories are integrated. A KS CMI Inventory Management Program is provided onsite for fasteners. Grainger BC Field Safety Specialists partner with CRD Corporate Health and

Safety on a LOTO project; the Grainger Victoria branch team supports CRD Technician / Operator walk-in business. Healthcare (Canada)- Ongoing: Canadian healthcare facilities and Grainger Canada have built integral partnerships across Canada. Notably, a facility in Central Canada transitioned its maintenance departments to an in-house managed model for all locations. Via local & national account managers, Grainger Canada has reorganized storerooms, identified, labeled, and organized products, and obtained fast and efficient delivery for all items required by the maintenance teams. Management and reporting capabilities have been meaningfully enhanced and overall cost savings for all locations obtained.

County Parks Department (TX) Keepstock- Summer, 2021: Recognizing the need to provide employees ready access to the safety and protective products, Grainger collaborated with the County's Parks Department to install KeepStock inventory management across multiple locations. Grainger assisted in identifying equipment and supplies, estimating appropriate stocking levels, and implemented ordering and replenishment protocols to ensure availability. The effort supported the Department's initiative to maximize productivity for employees needing safety gloves, goggles, glasses, hearing protection, electrolytes, sunscreen and poison ivy protection.

EMERGENCY RESPONSE INVENTORY AND DISTRIBUTION A critical element of Grainger North America's distribution capability is assisting emergency response for the small and large incident. Expeditious and quality response in real time entails internal planning and preparation.

In an emergency, Grainger North America's Crisis Management Team first assesses the condition of Grainger branches and facilities to make sure they are available to distribute product. Frequently a pre-determined product list, coordinated with local emergency response agencies, is used to move supplies to the affected area. If additional products are required, Grainger North America moves products to the area from its 284-branch network and 17 regional Distribution Centers or directly from product suppliers.

A critical element in Grainger North America's expeditious response is its breadth of inventory, relationship with suppliers, capability to determine where inventory is located, and its transportation proficiency, personnel with expertise and experience and long-term relationships with state, local and federal agencies.

In severe emergency situations, Grainger works with First Responders to make sure they have priority access whether from Grainger or the product manufacturers. The Crisis Management Team and Grainger on-scene leadership works with emergency management agencies and others to ensure appropriate and fair distribution

Emergency Response POC: Grainger's Primary Point of Contact in any emergency affecting a Sourcewell Member in the US is Allison Darling, Senior National Government Sales Manager who can be reached via call or text at mobile phone: 713.805.9845 or email: Allison.Darling@grainger.com and in Canada, Marty Luciw, Senior Government Sales Manager at phone number: 403.991.2727 or email: Marty.Luciw@grainger.ca

Grainger's US emergency phone number is 800-CALL-WWG. Other primary points of contact will be identified for Sourcewell member.

The local Grainger Account Management team will engage the Sourcewell member to address the circumstance within 60 minutes to understand the challenge and to commence response. Grainger provides emergency response services, whether the incident is small or large, at any time. Upon receiving a call, the Grainger representative contacts the Corporate Crisis Management Team leadership and/or communicates with the local Branch representative to open the nearest branch location.

Grainger commits to special services to Sourcewell members.

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	Grainger will open a branch, deploy team members to take orders, assist customers, load trucks and to distribute supplies at the incident scene. Grainger's pricing and services does not change in an emergency, large or small. Sourcewell member product costs will mirror the contract.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing offer is premised upon detailed historic purchase history, trends within this market segment and customer evolving requirements, and based on this information, reflects a competitive offer for customers with purchasing needs in the state, province, local, education, and non-profit segments.

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Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	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.	Grainger performs monthly pricing reviews to ensure Sourcewell Members receive valid contract pricing. These reviews are automated and then confirmed accurate by team members versed in contract requirements. If inconsistencies are identified, Grainger performs an internal inquiry to track the origin of the inconsistency after which corrective action is taken to address the issue. Grainger ensures adjustments are made and the Member is informed of the issue, the corrective action taken and is credited.
		Flowing from the monthly pricing review, is a report provided to Sourcewell that documents Grainger's audit findings. This level of scrutiny is also applied to our review of overall contract sales and calculation of administrative fees, which is documented in Grainger's Direct Sales Administrative Fee report provided to Sourcewell following the end of each quarter.
		Grainger's customer facing compliance initiatives include assisting customers with their regulatory and policy driven audit requirements, which include performing audits up to three years beyond the order invoice date and/or provide purchase history reporting up to three years beyond the order invoice date. These actions allow the customer or a third party to perform a review of orders submitted to Grainger to ensure the accuracy of contract pricing.
67	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.	Grainger offers a range of standard reports; the key metrics customers can expect include: Tier: This workbook includes the Overall Purchase Analysis, Item Purchase History, Product Line Distribution, Purchase by Supplier, and Cost Savings Analysis reports plus a summary page. KPI: Order summary with ship-complete rating, order accuracy, order adjustments, and on-time shipping. Item Purchase History: This summary report shows items purchased by track code, sub-track code, and/or account4 number. Includes total sales and quantity per item.
68	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.)	Supplier Diversity: Reports sales by historically underrepresented partners. Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of Two Percent (2%) on all direct Product Purchases. Qualifying direct Product Purchases are those purchases made directly by a Sourcewell Member. Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of One Percent (1%) on all Product Purchases made through a Member's participation in the Grainger Authorized Reseller Program. Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of One Percent (1%) on all Product Purchases made through a Sourcewell Member affiliated to the Sourcewell Plus Program. Qualifying Product Purchases are those pursuant to the awarded contract and shall include total net invoice price less freight, taxes, returned products and credits. Grainger will calculate the DSAF amount quarterly and provide the DSAF payment to Sourcewell within forty-five (45) days from the end of the quarter. Grainger will provide a quarterly

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

Bid Number: RFP 091422 Vendor Name: W.W. Grainger

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Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	North America Grainger's offer encompasses the entire US portfolio of 1.5 million maintenance, repair, and operating supplies and 476,000 MRO products in Canada's portfolio across 36 categories provided by 6,500 suppliers. It is supplemented by sourcing proficiency and services that complement our product offer, along with the expertise of Grainger team members. It captures the routine to specialized MRO product or service and is continually enhanced to meet evolving Member needs. Grainger's ability to sell a service or solution within a specific US or Canadian jurisdiction may be limited by law and/or regulation.
		Product categories included in this proposal reflect the full spectrum of facility MRO, industrial, and building-related supplies and related equipment, accessories and services. Categories and solutions offered are complementary to the equipment, products, and services and provide Sourcewell Members with consolidated, efficient, and comprehensive cost-savings options:
		 Abrasives Air Filters Gloves and hand protection Safety & Security Lighting, Lamps and Ballasts Electrical Electronics, Appliances, and Batteries Tools & Test Instruments Cleaning & Janitorial HVAC and Refrigeration Metalworking, Machining, & Fabrication Motors & Power Transmission Pneumatics & Hydraulics Material Handling Packaging & Shipping Paint Tapes, Adhesives & Lubricants Fleet & Vehicle Maintenance Laboratory Office, & Hospitality Supplies Pipes, Hose, Tube, & Fittings Plumbing & Pumps Fasteners, Hardware, & Raw Materials Building & Ground Maintenance
		SERVICES ACROSS FACILITY MRO, INDUSTRIAL, AND BUILDING RELATED SUPPLIES AND EQUIPMENT In addition to the Assessments and Training we offer, which are detailed in Response 40, Grainger provides customers with value-added support services which complement the facility MRO products we offer: Grainger's network of installers provides turnkey and/or labor-only fixed fee installation and support services. Turnkey service offerings include materials, labor, recycling, rebate administration. Currently Grainger has identified 65 companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and
		capable of performing in accordance with Member service requirements. A Grainger team member will work with the Sourcewell member to secure the type of service and description or provide requirement details. Grainger's specialized team will examine and select the best supplier to fulfill needs, including determining lead time and competitive pricing. Once a supplier is selected, a quote will be provided and sent to the customer for review and approval.
		SERVICES OFFER: Services include inventory management solutions (including Grainger "Managed MRO" solution), installation, assembly, and consulting services, services addressing safety training, assessments and sustainability. Our technical experts assist agency operations and compliance responsibilities. Additional details pertaining to our services offer are provided below.
		Consulting Services
		Grainger Consulting engages customers using a proven methodology consisting of Analysis, Strategy Development, and Implementation. Consultants also help identify opportunities for efficiency that are often forgotten as to indirect materials management. Grainger's industry research and experience enables it to identify and monitor industry standards. This experience provides a starting point for cost drivers

like reducing waste in processing or demonstrating how a customer can reduce its inventory. We learn customer processes, recognize improvement opportunities, and develop a strategic plan of solutions. This includes a comprehensive data measurement package that demonstrates how to measure progress and sustain results. Our recommendations help improve service and efficiency for Sourcewell Members.

Please see Consulting Services Overview, along with documents detailing Grainger Consulting Services' "Inventory Baseline," "Procure to Pay," and "Storeroom Layout" service offerings in the "Additional Documents" Zip File.

FACILITY SERVICES

Grainger Facilities Services help prolong the life of a Member's buildings and structures and support safety initiatives. Backed by a network of qualified providers, these services keep facilities dry, safe and sustainable.

Services include:

- Air barrier audits
- Ceiling Tile Installation/Replacement**
- Inspection services
- Patch and repair services**
- Preventative maintenance contracts
- Restoration services
- Roof cleaning
- Roof Restoration**
- · Rooftop safety installation**

FLOORING SERVICES

- Concrete Polishing
- Floor Design and Installation
- Floor Repairs
- Floor Striping

ENERGY SERVICES

The Grainger Energy Services team can identify and implement a wide range of efficient solutions* through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy-saving and water conservation measures. Grainger can also help secure applicable incentives and rebates for energy and water-saving projects.

HVAC Filter Change-Out and Preventative Maintenance Services: To help ensure HVAC units are functioning properly and efficiently, Grainger's service providers will:

- Visually inspect all HVAC equipment
- Look over electrical and mechanical components for excessive wear or damage
- Change filters
- · Check belts and startup

Assessments: Any mechanical or electrical issue within a system can reduce its efficiency. Grainger can help address these concerns with services including steam leak identification and mitigation, defective steam trap replacement and upgrades, infrared studies, and insulation upgrades. Adjustments to steam system can help immediately reduce operational costs.

ELECTRICAL SERVICES

- Electrical Emergency Services & Disaster Recovery
- Electrical Engineering Services: Arc Flash Analysis, Circuit Loading Study, Electrical Systems Analysis, Harmonics Assessment/Testing Services, Power Consulting, Power Quality Correction, Project Engineering/Custom Design, Project Management, Remote Power Management, Ungrounded to High Resistance Conversion
- Electrical Maintenance & Testing: Infrared Testing, Monitoring Systems, On-Site Preventative Maintenance, Relay and Metering Calibration, Service Agreements, Spare Parts
- Electrical Turnkey Installation Services: Infrared Viewing Window, Installation Coordination, On-Site Training, Project Management, Site Measurement Services, Start Up Services, Turnkey Capabilities
- Medium Voltage/Low Voltage Services: Circuit Breaker Conversion to Vacuum Starter, Direct Replacement Circuit Breakers, Industrial Electronic Repairs, Network Protectors, Reconditioning Program for Circuit Breakers, Relay and Metering Retrofits/Replacement, Remote Racking Systems, Retrofill Solutions, Switchgear Expansions and Upgrades, Trip Unit Retrofills

EMERGENCY PREPAREDNESS

Grainger assists in planning, response, and recovery across the range of

emergencies including:

- Experienced customer service professionals are available prior to any emergency and 24-hours a day, 7-days a week to provide assistance with urgent needs
- Emergency preparedness catalogs, capability guides, and hazard-specific emergency checklists are available for download online
- Products and technical expertise to help institutions develop both basic and advanced emergency response capabilities
- Grainger will also open a branch location at any time to assist response
- On-site containers filled with supplies can be provided
- In emergency situations Grainger branch hours may be extended to 24-hours a day
- Contract pricing remains consistent in emergency situations

ENVIRONMENTAL HEALTH & SAFETY SERVICES

Fee-Based Safety Assessments & Audits and Testing include:

- Gas Detection Service (Referral)
- Managed Footwear Program
- · Prescription Eyewear Solutions
- Heat Stress Assessment (Hot & Cold)
- Hearing Ear Fit Test, Hearing Loss Determinations (Work Related) Audiologist reviewed
- Online Respirator Medical Clearance Testing
- Pulmonary Function Testing
- · Rigging & Sling Inspections
- Respirator Fit Testing, Respirator Fit Testing
- Indoor Air Quality Assessments
- Industrial Hygiene Assessments
- Ladder Inspection Services
- Lockout Tagout Assessments, Machine Guarding Audits
- Silica Dust Exposure Compliance, Slips Trips and Falls Assessment*, Survey & Analysis of Building Water Systems, Turnkey Engineered
- Fall Protection System (Referral)*
- Vehicle Lift Inspection Service, Ventilation System Testing, Warehouse/DC Rack Inspections
- AED Inspection Services
- Emergency Eyewash Station Assessments & Inspections
- Emergency Light and Exit Lights Inspections & Service, Employee Exposure Monitoring
- Fall Protection Assessments/Audits, Fall Protection Equipment Inspections-Harnesses, etc.

FIRE SAFETY

- Fire Alarm System Design & Installation
- Fire Alarm System Inspection & Service
- Fire and Smoke Damper Inspection & Repairs**
- Fire and Smoke Door Inspection & Repairs*
- Fire Extinguisher Inspections and Service
- Fire Protection Awareness & Testing (sprinkler systems), Firestop and Fire Barrier Inspection & Repairs
- Special Hazard Fire Suppression System Design & Installation (Referral)

LAB SERVICES

- Lab Furniture Assembly & Installation**
- TV Furniture Assembly & Installation

ONLINE SAFETY SERVICES

EH&S Online Services & Training

Incident Inspection and Asset Management (iCertainty), Inspection Management (AuditPro), Learning Management System and Online EH&S Training Libraries, Online EH&S Training Libraries (Via Customer's LMS), Online Healthcare Compliance System (CRx),

Online Safety Training (Customer's LMS), Specialized Online Safety Training (OSHA 10/30, NFPA 70E), Online SDS Management System, Online Occupational Health Evaluations (Audio, Pulmonary, Respiratory).

EH&S Training - Instructor-LED/LIVE or Virtual

- Medical Gas Maintenance Personnel Certification Training (ASSE 6040)
- More than 30 Critical Topics: Electrical, BBP, Confined Space, Fire, Falls, HAZCOM, HAZMAT, LOTO and more
- RCRA Training Solid and hazardous waste disposal
- Toolbox Talk Resources on Multiple Safety/EHS Critical Topics

PROGRAM & PROCEDURE DEVELOPMENT

Effective programs and procedures help ensure compliance

and create a safe workplace for your employees. These programs are developed so that your business operations can be conducted safely, and are provided through online templates or custom on-site development

- Arc Flash/Electrical Safety
- Confined Space
- Emergency Action Plans
- Environmental Safety
- Hazards
- Food Safely
- Inspection and Asset Management
- Footwear/Benefit Management
- Lockout/Tagout
- Machine Guarding
- Medical FirstAid
- Online Safety Manager
- SOS Management

Some services require qualifying purchase. Additionally, due to various statutory and regulatory requirements, authorization to sell this service to some Government customers requires Grainger legal and compliance review.

Please see attachment detailing Grainger's Value Add and Fee-Based Services in Additional Documents Zip.

Sourcing

Grainger's Sourcing Team procures Facility MRO, Industrial, and Building-Related Supplies and Equipment and services not found in the Grainger General Catalog. The Team leverages Grainger's buying power to provides customers with a total cost solution for infrequently ordered items via quick access to over 6,500 suppliers.

Sourced products for Facility MRO include:

CUSTOM KITTING CAPABILITIES

Through a combination of supplier partners and Sourcing capabilities, Grainger North America provides agencies and departments with customized supply kits to assist with critical or essential departmental needs, mass casualty or disaster responses. Examples include shelter kits to prepare for disasters and deployment kits for first responders in preparation for an event. Grainger can also provide kitting for non-disaster circumstances.

Grainger Kit Deployment Value

County (NY) Road Maintenance Department - Spring 2019: To mitigate injuries and lost time, Grainger worked with the Sourcewell Member to assemble over 300 personal PPE kits for its crew members. Grainger identified and secured product samples with varying features and price points for the County's evaluation and selection. The Grainger Branch assembled the necessary boots, helmets and other items, inventoried the products, created individual kits inside a clear bag, labeled the bags with crew member names, and delivered to each of four garages.

US Pandemic Assistance- 2020: Grainger and a supplier partner sourced product globally, air freighted in components, assembled and fulfilled requests for pandemic kits to each of the lower 48 states. The 50 million kits were distributed to States, Counties and local governments.

Vaccination Support -2021: Working with a supplier partner, Grainger deployed drivethrough testing and vaccination stations for multiple states and counties throughout the pandemic. The structures included a 2-lane inflatable drive through, ante room, and a 22x22 connected structure to house support staff and vaccine freezers. The units were packaged in trailers and pallet boxes based on customer preference.

Afghanistan Refugee Support – 2021: To help support Afghan refugee relief efforts, Grainger and supplier partners quickly secured and assembled a hygiene kit with products including blankets, towels and washcloths. At its peak, 30,000 hygiene kits were provided to customers.

Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

The following is a summary of current major subcategories in Grainger North America's Facility MRO, Industrial, and Building-Related Supplies and Equipment portfolio. In pursuing innovative and cost-effective products, Grainger frequently restructures product categories for clarity and product alignment.

Grainger North America MRO Subcategories include:

- Safety & Security: Arc Flash Protection, Asbestos Abatement, Confined Space Equipment, Emergency Eye Wash and Shower Equipment, Emergency Preparedness, Ergonomics, Eye Protection, Face Protection, Fall Protection, Firefighting Clothing and Accessories, Fire Protection, First Aid & Wound Care, Floor Mats, Footwear & Footwear Accessories, Gas Detection, Hand & Arm Protection, Head Protection, Hearing Protection, Lockout Tagout, Medical Supplies & Equipment, Noise Control, Portable Coolers and Beverages, Protective Clothing, Respiratory Protection, Safety Alarms and Warnings, Safety Storage, Signs & Facility Identification Products, Sorbents, Spill Control, and Spill Containment, Traffic Safety, Training, Water Safety, Workwear, Access Barriers and Crowd Control, Detectors, Scanners & Accessories, Door and Door Frames, Key Control & Identification, Locks, Mailboxes, Police & EMT Uniforms, Safes, Security Alarms and Warnings, Security Equipment Replacement Parts, Security Management and Law Enforcement, Security Seals, Self Defense, Two Way Radios and Police Scanners.
- Lighting & Electrical: Ballasts & Drivers, Emergency & Exit Lighting, Flashlights, Hand & Portable Lamps, Job Site Lighting, Lamp & Light Bulb Disposal & Recycling, Light Bulbs & Lamps, Lighting Controls, Lighting Fixtures & Retrofit Kits, Lighting Replacement Parts, Outdoor Lighting, Task Lights, Conduit, Fittings & Strut Channel Framing, Electrical Boxes & Enclosures, Electrical Supplies, Extension Cords, Power Strips, & Cord Reels, Fuses, Circuit Breakers, & Safety Switches, Grounding Rods, Braids, and Connectors, Industrial Controls, Automation and Machine Safety, Motor Controls, Solar and Temporary Power, Transformers, UPS, & Power Supplies, Voice and Data, Wire and Cable Management, Wire, Cable & Cordsets.
- Electronics, Appliances & Batteries: Appliances, Batteries & Battery Chargers, Communications, Electronic Equipment & Appliance Replacement Parts, Electronics, Intercoms & Speakers
- Tools & Test Instruments: Hand Tools, Measuring & Layout Tools, Power Tools, Sockets & Bits, Tool Balancers, Retractors, and Accessories, Tool Storage, Tool Tethering & Dropped-Object Safety, Air Movement, Asphalt Testing, Automotive Testing, Combustion Testing, Concrete Testing, Data Recording, Electrical Power Testing, Electronic/Bench Testing, Indoor Air Quality, Nonelectrical Properties Testing, Pavement Quality, Pressure & Vacuum Measurement, Process Monitoring, Replacement Parts for Construction and Pavement Testing, Temperature and Environmental Measurement.
- Cleaning & Janitorial: Cleaning & Janitorial Equipment & Replacement Parts, Cleaning Chemicals, Cleaning Supplies, Floor Cleaning Machines, Footwear Scrubbers and Sanitizers, Hand and Personal Care, Odor Control Chemicals & Supplies, Paper Product & Dispensers, Waste, Recycling, & Trash Supplies.
- HVAC & Refrigeration: A/C Refrigeration & Supplies, Air Conditioners & Accessories, Air Filters, Air Treatment, Central Equipment, Cooling Fans, Fan Blades & Propellers, HVAC & Refrigeration Replacement Parts, HVAC Controls & Thermostats, HVAC Test Instruments, Heaters, Refrigeration Test Equipment, Ventilation Equipment.
- Metalworking & Fabrication (Machining, Abrasives, & Welding): Clamping, Workholding & Positioning, Cutting Fluids & Coolant Systems, Drilling & Holemaking, Indexable Cutting Tools, Machine & Tool Maintenance, Machinery, Milling, Precision Measuring, Threading, Tool Blanks, Toolholding & Tooling, Turning, Boring, & Grooving, Abrasive Blasting, Abrasive Brushes and Wheel Kits, Abrasive Dressing Products, Abrasive Equipment Replacement Parts, Abrasive Rolls & Kits, Abrasive Sharpening Stones, Cut-Off and Grinding Wheels, Deburring, Flap Wheels, Mounted Points & Kits, Polishing, Sanding Belts & Kits, Sanding Discs and Kits, Sanding Hand Pads and Sponges, Sandpaper & Kits, Specialty Abrasives & Kits, Surface Conditioning Wheels, Tumblers & Media, Air Carbon Arc Cutting & Gouging, Arc Welding, Filler Metals, Fume Extractors & Accessories, Gas Equipment, Plasma Cutting, Plastic Welding, Soldering, Spot Welding, Stud Welding, Weld Cleaning, Welding Cable Grounds, and Accessories, Welding Chemicals, Welding Tables & Accessories
- Motors & Power Transmission: AC Motors, DC Motors, Motor Capacitors, Motor Drives & Speed Controls, Motor Maintenance & Accessories, Motor Mounting & Accessories, Motor Mounting Accessories, Motor Replacement Parts, Bearings, Belt & Chain Guides, Tensioners, & Tighteners, Belts & Pulleys, Brakes & Clutches, Bushings, Gearing, Gearmotors, Linear Motion, Power Transmission Equipment Replacement Parts, Roller Chains & Sprockets, Shaft Couplings, Collars and Universal Joints, Speed Reducers, Vibrators.

- Pneumatics & Hydraulics: Hydraulic Accumulators, Hydraulic Cylinders & Seals, Hydraulic Equipment Replacement Parts, Hydraulic Filtration, Hydraulic Fittings, Hydraulic Hose Sleeves, Hydraulic Motors, Hydraulic Oil Coolers, Hydraulic Power Tools, Hydraulic Power Units, Hydraulic Pumps, Hydraulic Rams & Tools, Hydraulic Tanks, Hydraulic Valves, Air Compressors, Vacuum Pumps, & Blowers, Cable Reels, Compressed Air Treatment, Pneumatic Equipment Replacement Parts, Pneumatic Motors, Pneumatic System Components, Pneumatic Tools, Pneumatic Tube Fittings, Pneumatic Valves, Vacuum System Components.
- Material Handling: Access Ladders, Platforms, & Scaffolding, Dock Equipment, Lifting, Pulling & Positioning, Load Securing, Material Handling Replacement Parts, Scales and Scale Accessories, Storage & Workspace, Structural Framing Systems, Transporting.
- Packaging & Shipping: Bags, Equipment, and Accessories, Carton Staples & Staplers, Edge & Corner Packaging Protection, Moving Blankets & Covers, Package Labels & Shipping Equipment, Packaging Tables & Accessories, Packaging Tapes, Dispensers & Machines, Pallets & Accessories, Protective Packaging, Shipping & Mailroom Scales, Shipping Boxes, Pads, and Tubes, Shipping Mailers & Envelopes, Shrink Wrap Films, & Equipment, Strapping, Stretch Wrap.
- Tapes, Adhesives & Lubricants: Adhesive & Sealant Dispensing Equipment, Adhesive & Sealant Surface Preparation, Adhesives & Glues, Caulks, Sealants, & Fillers, Concrete and Asphalt, Potting Compounds & Protective Coatings, Putties, Tape, Threadlockers and Gasket Sealants, Anti-Seize Compounds, Fittings and Hose Systems, Grease Feeders and Precision Metering Pumps, Grease Guns, Greases, Lubricant Pumps, Lubricants & Penetrating Lubricants, Lubrication Equipment Replacement Parts, Lubricator Accessories, Mold Release Agents, Oilers Reservoirs, and Sprayers, Oils, Storage & Dispensing Systems.
- Fleet & Vehicle Maintenance: Auto Body Repair, Brakes Tires, & Wheels Maintenance, Fleet & Vehicle Maintenance Replacement Parts, Storage, Lifting, Moving, and Protection, Towing & Trailer Equipment, Vehicle Accessories, Vehicle Cleaning Supplies, Vehicle Diagnostics & Inspection, Vehicle Electrical & Battery Power Maintenance, Vehicle Engine, Radiator, & Exhaust Maintenance, Vehicle Heating & Cooling, Vehicle Lighting, Vehicle Lubricants, Vehicle Specialty Tools, Vehicle Steering & Suspension, Vehicle Windshield Maintenance.
- Lab, Office, & Hospitality Supplies: Flooring, Food Service and Food Processing, Furniture, Furniture, Hospitality & Food Service Equipment Replacement Parts, Hospitality, Sports & Recreational Equipment, Audio Visual Equipment, Binders & Clipboards, Boards & Easels, Business Cases, Calendars & Planners, Clips, Push Pins, and Rubber Bands, Clock and Time Clock Systems, Computer Supplies & Media, Document Covers, Displays, and Frames, File Folders and Boxes, Flags, Flag Poles, and Accessories, Ink Stamps & Ink Pads, Ink and Toner Cartridges, Laminating and Binding Equipment, Office Cleaners, Office Equipment Replacement Parts, Office Machines & Equipment, Office Organizers, Office Paper & Notebooks, Paper Shredders, Paper Cutters, and Paper Folding Machines, Retail Supplies, Staplers, Tape Dispensers, and Hole Punches, Transparent Office Tape, Writing & Correction, Books & Books Supplies, Classroom Supplies, Decoration, Incentive, Toys, Agricultural Testing, Chromatography, Lab Chemicals, Lab Consumables, Lab Diagnostics, Lab Education & Training, Lab Equipment, Lab Filtration, Lab Fume Hoods and Accessories, Lab Furniture, Lab Instruments, Lab Ovens, Heating and Refrigeration, Lab Storage and Transport, Lab Supply Equipment Replacement Parts, Lab Utensils, Labware, Material Testing Equipment, Microbiology and Molecular Biology Supplies, Particle Sizing, Physical Test Equipment and Accessories, Soil Testing, Water Quality and Purification, Water Testing Equipment and Meters.
- Pipes, Hose, Tube, & Fittings: Hose Products, Pipe Products, Tube Products.
- Plumbing & Pumps: Bathroom Hardware, Bathtubs, Showers, & Repair Parts, Ceiling Tiles & Accessories, Drains & Drainage, Drinking Fountains, Bottle Fillers, & Water Dispensers, Faucets, Fixtures, Garbage Disposals and Accessories, Gas and Water Line Connectors, Gaskets, Insulation, Liquid Level Gauges and Sight Indicators, Pipe, Tubing and Fittings, Plumbing Hoses, Plumbing Replacement Parts, Plumbing Valves, Sinks, Wash Fountains, & Repair Parts, Toilets, Urinals, and Repair Parts, Water Filtration & Purification Systems, Water Heaters, Water Softeners & Softening Salt, Aeration, Centrifugal Pumps, Chemical Pumps, Circulating Pumps, Flanges, Unions, & Controls, Condensate Pumps & Pan Switches, Condensate Return & Boiler Feed Systems, Coolant Pumps, Diaphragm Pumps, Drum Pumps, Electronics Cooling, Filtration, Flexible Impeller Pumps, Fuel and Oil Transfer Pumps, Machine Tool and Parts Washer Pumps, Marine Pumps, Plunger, Progressive Cavity & Roller Spray Pumps, Pool and Spa Pumps, Pump Accessories, Pump Controls, Pump Replacement Parts, Rotary Pumps, Sump,

Sewage, & Utility Pumps, Test Pumps, Well Pumps & Systems.

- Fasteners, Hardware, & Raw Materials: Anchors, Bolts, Fastener Assortments, Hardware, Hooks, Key Stock, Lanyards, Manuals, Measuring Equipment, Nails, Nuts, Pins, Retaining Rings, Rivets, Safety Lockwire, Screws, Shim and Shim Stock, Socket Screws and Set Screws, Spacers and Standoffs, Staples, Thread Insert, Threaded Rods & Studs, Washers, Braces and Brackets, Door Hardware, Door Hardware Replacement Parts, Drawer and Cabinet Hardware, Garage Door Openers, Hardware Supplies, Hook and Loop Fasteners, Hooks, Magnets and Magnetic Strips, Mounts and Vibration Control, O-Rings & O-Ring Kits, Rubber Edge Trim Seals, Rubber Edging, Springs, Tarps & Tarp Accessories, Wall and Hand Rail Hardware, Window Hardware, Alloy Steel, Aluminum, Assortments, Brass, Bronze, Carbon Steel, Cast Iron, Ceramic, Copper, Cork, Fabrics, Felt, Fiberglass, Foam, Graphite, Plastics, Rubber, Stainless Steel, Tin, Titanium, Tool Steel, Wire Cloth.
- Building & Ground Maintenance: Camping Equipment, Concrete Mixing & Preparation, Crop, Nursery, and Landscaping, Cutting & Pruning Tools, Electrical Generators, Engines, Fencing and Fencing Hardware, Forestry, Hoses and Sprinkler Systems, Insect and Pest Control, Lawn Mower Attachments, Lawn Mowers & Equipment, Outdoor Equipment Replacement Parts, Power Brushes, Yard Vacuums and Leaf Blowers, Pressure Washers and Steam Cleaners, Rakes and Cultivating Tools, Shovels, Tampers and Digging Tools, Snow and Ice Removal, Soil Treatment and Weed Control, Sprayers and Spreaders, Temporary Outdoor Structures, and Accessories, Water Diversion & Erosion Control, Wheelbarrows and Wheelbarrow Accessories, Automotive Paints and Coatings, Exterior Paints & Stains, Floor & Multi Surface Coatings, Interior Paints & Stains, Paint & Coating Applicators, Paint Booths & Accessories, Paint Mixers, Shakers, and Accessories, Paint Sprayers & Accessories, Paint Thinners, Removers, and Cleaners, Paint Trays & Buckets, Paint and Wallpaper Tools, Painting Equipment Replacement Parts, Rook & Leak Coatings, Specialized Paints & Coatings, Spray Paints & Primers, Striping & Marking Paints & Chalks, Surface Protection & Dust Barriers.

Table 148: Depth and 8readth 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.

Line Item	Category or Type	Offered *	Comments	
71	Facility MRO	YesNo	North America Grainger provides a comprehensive product and service offering addressing this category.	
72	Industrial supplies or building materials	North America Grainger provides a comprehensive product and service offering addressing this category.		
73	Electric, mechanical, fluid, or pneumatic power transmission	YesNo	North America Grainger provides a comprehensive product and service offering addressing this category.	
74	Electrical service or lighting	YesNo	North America Grainger provides a comprehensive product and service offering addressing this category.	
75	Plumbing or waterworks	 Yes No		
76	Services related to the offering of the solutions in Lines 71-75 above	© Yes	North America Grainger provides a comprehensive service offering addressing categories referenced in Lines 71-75.	

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.

Bid Number: RFP 091422 Vendor Name: W.W. Grainger

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Documents

Ensure your 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-091422.zip Tuesday September 13, 2022 10:49:00
 - Financial Strength and Stability Financial Strength.zip Tuesday September 13, 2022 09:02:00
 - Marketing Plan/Samples Marketing Plan.zip Tuesday September 13, 2022 09:02:38
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information Table 9_Q46 Sourcewell Grainger Warranty .pdf Tuesday September 13, 2022 09:02:51
 - Standard Transaction Document Samples Standard Transaction Documents.zip Tuesday September 13, 2022 09:03:01
 - Upload Additional Document Additional Documents.zip Tuesday September 13, 2022 09:03:12

Bid Number: RFP 091422 Vendor Name: W.W. Grainger

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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

Bid Number: RFP 091422 Vendor Name: W.W. Grainger

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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. - Allison Darling, Senior National Government Sales Manager, W.W. Grainger, 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.

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

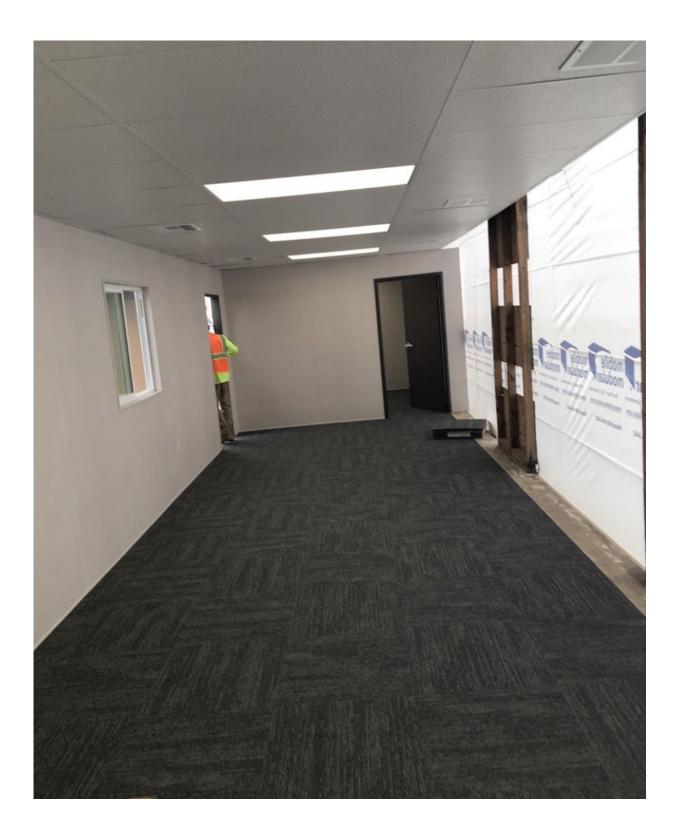
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Facility_MRO_Supplies_RFP_091422 Wed August 24 2022 02:50 PM	M	1
Addendum_4_Facility_MRO_Supplies_RFP_091422 Wed August 17 2022 02:11 PM	M	2
Addendum_3_Facility_MRO_Supplies_RFP_091422 Mon August 1 2022 09:35 AM	M	1
Addendum_2_Facility_MRO_Supplies_RFP_091422 Fri July 29 2022 03:22 PM	M	2
Addendum_1_Facility_MRO_Supplies_RFP_091422 Thu July 28 2022 04:35 PM	M	1

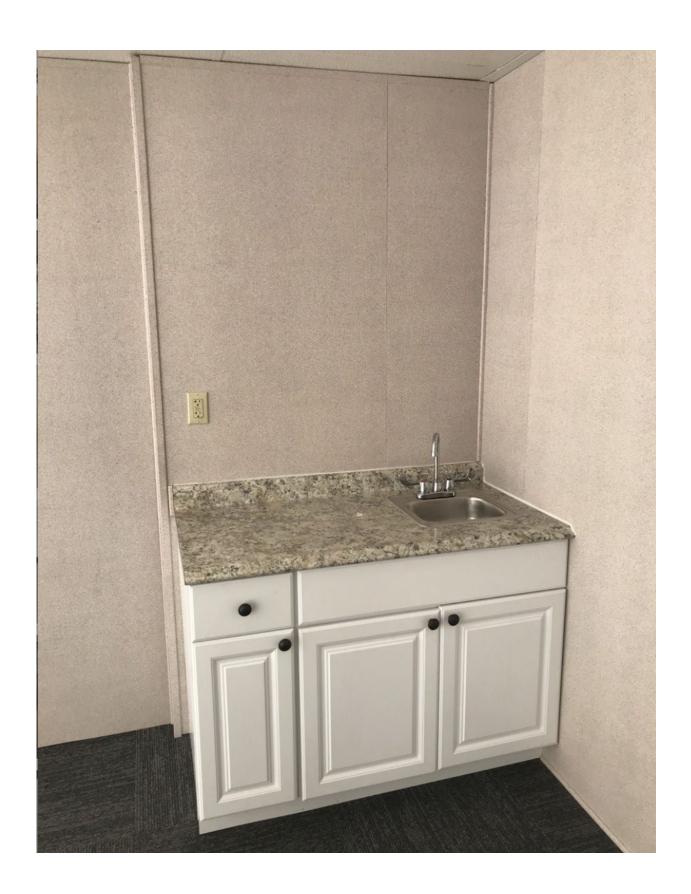
Bid Number: RFP 091422 Vendor Name: W.W. Grainger

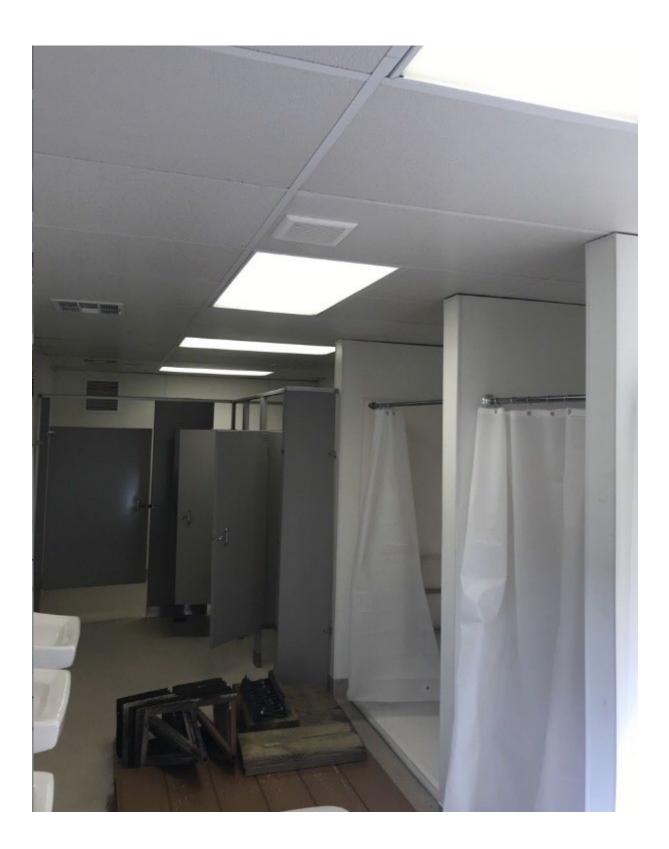
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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Kenneth Jones, Management Analyst

Date: June 20, 2023

Subject: Consideration to Adopt a Resolution Accepting Senate Bill 1: The Road Repair and

Accountability Act of 2017 Funds and Approving the Project List for Fiscal Year

2023-2024

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept \$584,584 in Senate Bill 1: The Road Repair and Accountability Act of 2017 (SB 1) Funds and approve the proposed project list to be funded by the SB 1 Local Streets and Roads Program (Attachment "A");
- b. Adopt Resolution No. 8241 (Attachment "B") approving the list of projects for Fiscal Year (FY) 2023-2024 funded by SB 1; and
- c. Authorize staff to submit all required documents to the California Transportation Commission.

BACKGROUND:

- 1. In April 2017, the State Legislature passed Senate Bill 1: The Road Repair and Accountability Act of 2017 (SB 1), which was subsequently signed into law by Governor Brown.
- 2. The purpose of SB 1 is to provide additional funding to State and local agencies to help address deferred road maintenance. SB 1 raises revenue through increases in fuel taxes, vehicle registration fees, and fees on zero emission vehicles, as follows:
 - a. A \$0.12 per gallon increase to the gasoline excise tax that went into effect November 1, 2017.
 - b. A \$0.20 per gallon increase to the diesel fuel excise tax that went into effect November 1, 2017.

PUBLIC WORKS DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director

☐ Deputy City Manager

□ City Manager

Consideration to Adopt a Resolution Accepting Senate Bill 1: The Road Repair and Accountability Act of 2017 Funds and Approving the Project List for Fiscal Year 2023-2024
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- c. A vehicle registration tax, called the "transportation improvement fee," that went into effect January 1, 2018, and is based on the market value of the vehicle.
- d. A new \$100 vehicle registration tax on zero emission vehicles model year 2020 and later, effective July 1, 2020.
- e. Annual rate increases beginning July 1, 2020, and every July 1st thereafter, for the change in the California Consumer Price Index.
- 3. Pursuant to Streets and Highways Code Section 2030, Road Maintenance and Rehabilitation Account funds (RMRA), local streets and roads allocations must be used for projects that include, but are not limited to, the following:
 - a. Road maintenance and rehabilitation;
 - b. Safety projects;
 - c. Railroad grade separations;
 - d. Traffic control devices;
 - e. Complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project; and
 - f. Matching funds to obtain state or federal funds for eligible projects.
- 4. SB 1 also contains a local agency maintenance of effort (MOE) requirement that applies to fund allocations through RMRA to ensure that the new roads funds do not supplant existing levels of city and county general revenue spending on streets and roads. A city or county must maintain general fund spending for street, road, and highway purposes at no less than the average of Fiscal Years FY 2009-2010, 2010-2011, and 2011-2012. If a city or county fails to comply in a particular year, they may make it up with additional spending in the following year. The MOE is significant because it ensures that municipalities remain focused on pursuing street related projects using general funds.

ANALYSIS:

SB 1 was a critical piece of legislation that provides significant funding for the repair and maintenance of local streets that the City has appropriated toward the Annual Street Resurfacing project. As part of that legislation, the State developed a number of accountability and

Consideration to Adopt a Resolution Accepting Senate Bill 1: The Road Repair and Accountability Act of 2017 Funds and Approving the Project List for Fiscal Year 2023-2024
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transparency provisions for the purpose of keeping local residents aware and updated on projects being proposed for funding by SB 1 in their area. Public agencies are required to comply with the following the provisions in order to be eligible to receive funding through the program:

- 1. Each year, cities and counties must adopt, via resolution, a list of projects to be funded using SB 1 funds. Adopting a project list through the budget process is not sufficient to meet this requirement.
- 2. Cities and counties must transmit the adopted resolution and project list to the California Transportation Commission via the online SB 1 Programs Project Intake Tool, known as the CalSMART System. Along with adopted project list, specific information such as project description, location, proposed schedule for completion, and estimated useful life for each project must be uploaded to the database. Uploading required documents and project information must be completed in a timely manner in order to be eligible for RMRA funding.

The deadline to submit FY 2023-2024 project list and required information is July 1, 2023.

Recommended FY 2023-2024 Project.

Staff recommends using funds towards the FY 2023-2024 Annual Street Resurfacing project (Attachment "C"). Allocating the City's SB 1 funds toward the Annual Street Resurfacing project will allow the City to continue the significant street maintenance effort that began in FY 2022-2023 by applying slurry seal to 30 miles of streets.

The goal of the FY 2023-2024 project is to apply the more robust Two-Step and Three-Step Slurry Seal treatment to approximately three miles of streets that are in very poor condition. The Two-Step slurry seal treatment involves chip seal and slurry seal; Three-Step process involves micro surfacing, followed by chip seal and slurry seal.

In addition to SB 1 funding, the FY 2023-2024 Annual Street Resurfacing project includes Measure R, Measure M, Proposition C, State Gas Tax, Parking and Maintenance, Water and Sewer funds. A list of these streets are found in Attachment "A".

This project is expected to begin in September 2023 and completed by December 2023.

BUDGET IMPACT:

Estimated SB 1 revenues and expenditures of \$584,584 are included in the FY 2023-2024 Capital Improvement Budget (Fund 025: Road Repair and Maintenance Fund). The recommended streets are part of the City's annual Capital Improvement Plan (CIP) to address deferred maintenance using the Pavement Master Plan as the roadmap.

Consideration to Adopt a Resolution Accepting Senate Bill 1: The Road Repair and Accountability Act of 2017 Funds and Approving the Project List for Fiscal Year 2023-2024
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CONCLUSION:

Staff recommends that the City Council accept the estimated \$584,584 in Senate Bill 1 (SB 1) funds, and adopt the proposed Resolution approving the list of projects for FY 2023-2024 funded by SB 1, The Road Repair and Accountability Act of 2017.

ATTACHMENTS:

- A. Senate Bill 1 Funded Project List
- B. Resolution No. 8241
- C. Capital Improvement Program Residential Street Slurry

SENATE BILL 1 FUNDED PROJECT LIST

FISCAL YEAR 2023-2024

Name	From	То
ALLEY EO MACLAY	S/S EIGHTH ST	N/S SEVENTH ST
CHATSWORTH DRIVE	S/S HOLLISTER ST	CITY LIMITS SOUTH
CHATSWORTH DRIVE	S/S SAN FERNANDO RD	N/S CELIS ST
CHATSWORTH DRIVE	N/S CELIS ST	S/S HOLLISTER ST
FIRST STREET	W/S HARDING AVE	E/S HUNTINGTON ST
FIRST STREET	W/S MACLAY AVE	W/S HARDING AVE
FIRST STREET	E/S HUNTINGTON ST	E/S HUBBARD AVE
FOURTH STREET	W/S WORKMAN ST	E/S HUBBARD ST
FOURTH STREET	W/S BRAND BL	E/S MACLAY AVE
KALISHER STREET	CITY LIMITS SOUTH	N/S O'MELVENY ST
KALISHER STREET	N/S O'MELVENY ST	N/S GRIFFITH ST
KALISHER STREET	S/S PICO ST	S/S SAN FERNANDO RD
KALISHER STREET	S/S HEWITT ST	S/S PICO ST
MACNEIL STREET	N/S FOURTH ST	S/S LIBRARY ST
MACNEIL STREET	N/S THIRD ST	S/S FOURTH ST
SAN FERNANDO ROAD	E/S BRAND BL	W/S KITTRIDGE ST
SECOND STREET	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST
SECOND STREET	E/S HUBBARD AVE	W/S ORANGE GROVE AVE

RESOLUTION NO. 8241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive and estimated \$584,584 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure the public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately three (3) miles of streets throughout the City this year and hundreds of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The following list of proposed projects will be funded in part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

Name	From	То
ALLEY EO MACLAY	S/S EIGHTH ST	N/S SEVENTH ST
CHATSWORTH DRIVE	S/S HOLLISTER ST	CITY LIMITS SOUTH
CHATSWORTH DRIVE	S/S SAN FERNANDO RD	N/S CELIS ST
CHATSWORTH DRIVE	N/S CELIS ST	S/S HOLLISTER ST
FIRST STREET	W/S HARDING AVE	E/S HUNTINGTON ST
FIRST STREET	W/S MACLAY AVE	W/S HARDING AVE
FIRST STREET	E/S HUNTINGTON ST	E/S HUBBARD AVE
FOURTH STREET	W/S WORKMAN ST	E/S HUBBARD ST
FOURTH STREET	W/S BRAND BL	E/S MACLAY AVE
KALISHER STREET	CITY LIMITS SOUTH	N/S O'MELVENY ST
KALISHER STREET	N/S O'MELVENY ST	N/S GRIFFITH ST
KALISHER STREET	S/S PICO ST	S.S SAN FERNANDO RD
KALISHER STREET	S/S HEWITT ST	S/S PICO ST
MACNEIL STREET	N/S FOURTH ST	S/S LIBRARY ST
MACNEIL STREET	N/S THIRD ST	S/S FOURTH ST
SAN FERNANDO ROAD	E/S BRAND BL	W/S KITTRIDGE ST
SECOND STREET	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST
SECOND STREET	E/S HUBBARD AVE	W/S ORANGE GROVE AVE

These three (3) miles of streets make up a portion of the City's Annual Street Resurfacing Project. The project consists of repairs to: sidewalks, curb and gutter, driveway approaches, plus upgrades to ADA access ramps and street resurfacing.

The anticipated year for construction is 2024 and the estimated useful life is seven (7) years.

SECTION 3. 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 20th day of June 2023.

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

CERTIFICATION

true, and o	correct copy of San Fernando, California, do nereby certify that the foregoing is a full, correct copy of Resolution No. 8241 which was regularly introduced and adopted by ouncil of the City of San Fernando, California, at a regular meeting thereof held on the f June 2023, by the following vote of the City Council:
AY	'ES:
NA	AYS:
AB	SENT:
AB	STAINED:
	WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the n Fernando, California, this day of June 2023.
	Julia Fritz, City Clerk

ATTACHMENT "C" CAPITAL IMPROVEMENT PROGRAM

Title: Annual Street Resurfacing Project (Slurry Seal)

Program Years: FY 2023-24

Strategic Goals: VI.2.a – Street Resurfacing

Project: 0560

SOURCES			
Fund	Account Number	Allocation	
		FY 2023-24	FY2024-25 (estimated)
SB1	025-3623-0560	\$584,584	\$600,000
Parking Meter Revenue- Streets	029-3850-0560	\$100,000	TBD
Water- Capital Projects	070-3810-4600	\$17,971	TBD
Sewer- Capital Projects	072-3745-0560	\$212,840	TBD
Measure R	012-3210-0560	\$145,000	\$250,000
Measure M	024-3210-0560	\$345,000	\$450,000
Prop C	008-3210-0000	\$400,000	\$350,000
State Gas Tax	029-3850-0560	\$25,000	\$25,000
Subtotals from previous and new Fiscal Years:		\$1,830,395	\$1,675,000
Total Sources (FY 2023-24):		\$1,83	0,395

USES			
Activity	Account Number	Cost	
Pavement Design/Construction	025-311-0560-4600	\$	200,000
Management			
Street Construction	025/029-311-0560-4600	\$	1,630,395
Total Uses		\$	1,830,395

Project Description:

The project will consist of: 2-Step and 3-Step Slurry Seal treatment of 18 City streets; approximately 3 miles of streets.

Schedule: Project design phase will begin in July 2023 and construction commencing September 2023.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Kenneth Jones, Management Analyst

Date: June 20, 2023

Subject: Consideration to Approve a Second 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 Second Amendment to the Professional Services Agreement with MLA Green, Inc. dba Studio-MLA (SMLA) (Attachment "A" Contract No. 2124(b)) increasing the not-to-exceed budget amount from \$89,335 to \$122,480 (increase of \$33,145) for construction engineering support services related to the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project;
- b. Authorize the City Manager to approve up to an additional \$25,000 to address unforeseen construction engineering and design services necessary to avoid construction delays for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project; and
- c. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

- On September 19, 2022, the City awarded a construction contract (Contract No. 2110) to Toro Enterprises Inc. (Toro) for the construction of the San Fernando Pacoima Bikeway and Pedestrian Path Project.
- 2. On November 2, 2022, the City awarded Short-Form Professional Services Contract No. 2124 (Attachment "B") to SMLA for construction support (during both bidding process and construction phase), as well as reviewing submittals, shop drawings, Requests for Information (RFIs), and structural observations for both the bridge and retaining walls when requested by the City an amount not-to-exceed \$24,999.

PUBLIC WORKS DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director

☐ Deputy City Manager

□ City Manager

Consideration to Approve a Second 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 April 3, 2023, the City Council approved a First Amendment to the Professional Services Agreement SMLA increasing the not-to-exceed total compensation amount to \$89,335 (Attachment "C" – Contract No. 2124(a)) for unforeseen design revisions.

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.

SMLA was the engineering design firm of record that produced the project design for the project; Mountains Recreation and Conservation Authority (MRCA) managed design phase of project. Following engineering best management practices, public works staff awarded SMLA a contract for engineering consulting services during the construction phase of the project. Engineering best management practices utilize the same engineering firm that completed the design to review and make changes during the construction phase of a project.

SMLA has been providing the following construction engineering support services during the construction phase of the project. To date, SMLA's effort has focused on:

- Revising original design;
- 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 SMLA for a not-to-exceed amount of \$24,999. As project construction broke ground and moved forward, SMLA's contract was amended to increase the not-to-exceed amount to \$89,335 to cover the full cost of construction engineering support services as shown above.

Since the contract was first amended in April, there have been additional engineering submittals and field reviews that require engineering design revisions, including, but not limited to, revisions to the, relocations and elevations of the fence, bikeway, storm drain inlets, retaining walls, and bioswales. In order to keep construction of the project moving forward and avoid additional

Consideration to Approve a Second 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

construction delays and cost overruns, a second amendment to SMLA's contract is proposed to increase funding to cover the current required design revisions.

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 management and inspection services (provided by Willdan Engineering), and additional funds remaining for design and construction for second phase of the San Fernando Pacoima Wash Natural Park Project. 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' office.

Per Contract No. 2124(a), SMLA's total contract is \$89,335, which is comprised of Measure R funds. The additional \$33,145 is needed to update the bike path alignments and swale layouts currently shown on the design so to accurately reflect the results of the topographic survey conducted by the construction contractor, Toro. The additional design costs will be covered by available Measure R funds.

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

PROJECT FUNDING		
Fund	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
Total Sources		\$11,892,491
Construction (Including 10% contingency)		-\$5,318,812

Consideration to Approve a Second 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

PROJECT FUNDING			
Fund	Account	Allocation	
Construction Management & Inspection		-\$589,094	
Construction Support (Including second amendment)		-\$122,480	
Total Project Funds Remaining for Future Phase at Pacoima Wash Natural Park		\$5,862,105	

CONCLUSION:

It is recommended that the City Council approve the Second Amendment to SMLA's Contract No. 2124(b) for construction engineering support services related to the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project and execute the Amendment.

ATTACHMENTS:

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

SECOND 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 SECOND AMENDMENT ("Second 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 20th day of June, 2023 ("Effective Date"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

<u>RECITALS</u>

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;

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

WHEREAS, execution of this Second Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of June 20, 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 4 of the Master Agreement is hereby amended to mean and refer to the sum of One Hundred Twenty Two Thousand Four Hundred Eighty Dollars (\$122,480.00).
- SECTION 2. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Second 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 Second Amendment and the provisions of the Master Agreement, the provisions of this Second 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 Second Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Second Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Second Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY OF SAN FERNANDO:	MLA GREEN, INC. DBA STUDIO-MLA:
By: Nick Kimball, City Manager	Ву:
Mick Killiball, City Mallagel	Name:
Date:	
	Title:
	Date:
APPROVED AS TO FORM:	
Ву:	
Richard Padilla, 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. <u>CONSULTANT</u>. 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. <u>EXHIBITS</u>. 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. <u>TERMS.</u> 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. <u>COMPENSATION</u>. 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.
- 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: If to CONSULTANT:

Matthew Baumgardner Jan Dyer

City of San Fernando MLA Green, Inc., dba Studio-MLA

117 N. Macneil Street 251 South Mission Road

San Fernando, CA 91340 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:		
By: Mck kimball	By:		
Name: Nick Kimball	Name: Jan Dyer		
Title: City Manager	Title: Principal		
Date: 11/02/2022 5:30 PM PDT	Date: 10/26/2022		

Exhibit "A"

CONTRACT NO. 2124

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

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi 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 🗸

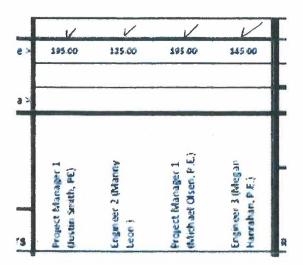
Associate:

\$145/hour /

Project Designer:

\$110/hour 🗸

Tetratech's rates are as follows:



Let us know if you have any questions.

Thank you,

CONTRACT NO. 2124

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 <<u>matt@studio-mla.com</u>> Sent: Monday, September 26, 2022 9:51 AM

To: Patsy Orozco < POrozco2@sfcity.org; Sofia Aleman < Sofia Aleman@mrca.ca.gov

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

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 OF SAN FERNANDO:	MLA GREEN, INC. DBA STUDIO-MLA:
By: Nuk kimball 1041FC9C27C7499	By Jan Dyer ADFA829A2AA94ED
	Name: Jan Dyer
Title: City Manager	Title: Principal
Date: 04/06/2023 9:53 AM PDT	Date: 04/06/2023 8:19 AM PDT

APPROVED AS TO FORM:

By: Rich	eusigned by: Ard Padilla 1768364A9F4FC
Name:	Richard Padilla

Title: Assistant City Attorney

Date: 04/06/2023 | 9:46 AM PDT

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Kanika Kith, Deputy City Manager/Economic Development

Date: June 20, 2023

Subject: Consideration to Approve Co-Sponsorship of the Valley Economic Alliance Events

and Use of the City Seal

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Co-Sponsorship of Valley Economic Alliance (VEA) events that would benefit and support the community;
- b. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904 (Attachment "A");
- c. Authorize the participation in, and use of the City seal for future VEA events, with City Manager approval.

BACKGROUND:

- 1. The Valley Economic Alliance (VEA) is a nonprofit economic development organization, established in 1994, and dedicated to promoting economic vitality, job creation, and community improvement in the region.
- The VEA consists of five member cities: San Fernando, Burbank, Calabasas, Glendale, and Los Angeles. The VEA works closely with local businesses, government agencies, educational institutions, and community organizations to foster economic growth and create a job opportunities.
- 3. The VEA hosts a diverse range of events throughout the year. These events serve as valuable platforms for networking, knowledge sharing, and promoting business growth in the San Fernando Valley.

ADMINISTRATION DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1202 WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director □ Deputy City Manager

Consideration to Approve Co-Sponsorship of the Valley Economic Alliance Events and Use of the City Seal

Page 2 of 3

ANALYSIS:

The VEA's mission is to attract, retain, and grow businesses while supporting workforce development and community improvement. It focuses on activities like business attraction, supporting entrepreneurs and small businesses, workforce development, advocating for favorable economic policies, and promoting the Valley as an attractive destination. Overall, the VEA acts as a catalyst for economic development in the region.

One of the key strategies engaged by the VEA is hosting a diverse range of events throughout the year. These events serve as valuable platforms for networking, knowledge sharing, and promoting business growth in the San Fernando Valley. By bringing together industry leaders, entrepreneurs, experts, and community members, these events facilitate collaboration, idea exchange, and the exploration of emerging trends and opportunities.

As a member city, the City of San Fernando has a vested interest in co-sponsoring VEA events for several reasons:

- Economic Development: Co-sponsoring VEA events aligns with the City's objective of promoting economic development. It attracts businesses, creates jobs, and enhances the economic vitality of the San Fernando Valley.
- Networking and Collaboration: VEA events provide a platform for networking and collaboration among local stakeholders. Co-sponsoring allows the City to strengthen partnerships, share resources, and drive economic growth.
- Community Engagement: VEA events promote community involvement and empowerment. Co-sponsoring enables the City to engage residents, address concerns, and enhance quality of life.
- Visibility and Reputation: Co-sponsoring VEA events raises the City's visibility and reputation. It showcases commitment to development, well-being, and collaboration, attracting investors and businesses to the area.

Overall, co-sponsoring VEA events provides the City with an opportunity to actively contribute to economic growth, foster collaboration, engage with the community, and enhance its reputation as a progressive and business-friendly city within the San Fernando Valley.

The co-sponsorship is for the City co-branding with the VEA on events benefiting and supporting the community, which includes use of the City logo on marketing material prepared by the VEA, use of the City's website and social media outlets to promote the events.

Consideration to Approve Co-Sponsorship of the Valley Economic Alliance Events and Use of the City Seal

Page 3 of 3

BUDGET IMPACT:

There is no budget impact associated with co-sponsoring the VEA events. The City's sponsorship will be limited to in-kind use of social media outlets for marketing purposes and posting the event on the City website.

CONCLUSION:

Staff recommends the City Council support the VEA by co-sponsoring events, allowing use of the City seal, and authorizing staff to market the events through the City website and social media outlets.

ATTACHMENT:

A. Resolution No. 6904

RESOLUTION NO. 6904

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

- The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
- The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
- The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
- 4. The City seal may not be used for political or commercial purposes.
- In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

720626-1

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. 9sd Beutel Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES:

Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES:

None

ABSENT:

None

Clina H Unavez Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Kanika Kith, Deputy City Manager/Economic Development

Kenya Marquez, Housing Coordinator

Date: June 20, 2023

Subject: Consideration to Designate 2006 Chrysler 300 City-Owned Vehicle as Surplus

Property and Authorize Donation of the Vehicle to North Valley Caring Services in

Support of the City's Street Outreach for Homelessness

RECOMMENDATION:

It is recommended that the City Council:

- a. Declare a City-owned vehicle, 2006 Chrysler 300 Touring Sedan 4 Door (VIN: 2C3KA53G36H342191), as surplus property;
- b. Authorize donation of the vehicle to North Valley Caring Services (Attachment "A"); and
- c. Authorize the City Manager to dispose of the 2006 Chrysler 300 as surplus City-owned vehicle in accordance with Chapter 2, Article VI, Division 7, Section 2-868 and 869 of the San Fernando Municipal Code.

BACKGROUND:

- 1. On October 19, 2015, the City accepted the donation of a 2006 Chrysler 300 from the City of Vernon to be used by the Police Department.
- 2. On April 17, 2023, the City Council approved Professional Services Agreement (Contract No. 2148) with North Valley Caring Services (NVCS), in an amount not-to-exceed \$175,000, to provide street outreach for individuals experiencing homelessness for a term of one year, with an optional one-year extension. The Agreement requires the City to provide a vehicle to NVCS to be used by the outreach team.

ANALYSIS:

Since the City Council approved the Homeless Outreach Services Agreement in April 2023, staff has been working with NVCS to prepare to launch the Outreach Services Team. The Agreement

COMMUNITY DEVELOPMENT DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1227

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Consideration to Designate 2006 Chrysler 300 City-Owned Vehicle as Surplus for Donation to North Valley Caring Services in Support of the City's Street Outreach for Homelessness
Page 2 of 3

with NVCS requires the City to provide a vehicle for NVCS to use to deploy the Outreach Services Team. Due to the liability associated with having NVCS staff drive a City-owned vehicle, staff is proposing donating a surplus City vehicle to NVCS that will be dedicated to the Outreach Services Team servicing San Fernando.

The City owns a 2006 Chrysler 300 vehicle, which was donated by the City of Vernon in October 2015. The vehicle currently has 177,000 miles and is not being regularly used as it is driven less than five days per month for about 200 miles per year, which equates to approximately 15 miles per month. An inactive vehicle can result in significant maintenance and operating costs as mechanical parts tend to deteriorate when not regularly used. Additionally, the vehicle is occupying a parking space at the Civic Center Parking Lot that could otherwise be available to the public.

Designating this City vehicle as surplus property and donating it to NVCS provides a unique opportunity to support the City's homeless outreach efforts while disposing of an underutilized vehicle. Providing NVCS with a reliable vehicle will significantly increase the Outreach Service Team's mobility and allow them to reach a larger number of individuals experiencing homelessness, assess their needs, and provide vital services and resources. This contribution aligns with the City's commitment to improve the lives of its most vulnerable residents, address homelessness, and improve the overall well-being of the San Fernando Community.

Chapter 2, Article VI, Division 7 of the San Fernando Municipal Code (SFMC) requires the City Manager to inform the City Council of the condition of the item(s) proposed for disposition and obtain the determination of the City Council that such item(s) is obsolete or surplus before proceeding with disposition. As previously noted, the proposed vehicle has approximately 170,000 miles on it and is rarely used by City staff (approximately 15 miles per month).

If approved, the City Attorney will prepare "release of liability" forms, and City staff will process all related smog certification, transfer of ownership, and other documentation required to complete the transfer. The vehicle will be donated in "as is" condition and the City shall provide no warranty and assume no liability for the condition or use of vehicle.

BUDGET IMPACT:

The current Kelly Blue Book value of the vehicle is approximately \$3,700.¹ The City will not assume any financial burden related to the donated vehicle. North Valley Caring Services will be assuming all fees associated with vehicle registration, transfer of ownership, smog certification, and any other required documentation.

¹ Per Kelly Blue Book online, average private party value for a 2006 Chrysler 300 Touring Sedan 4D with 170,000 miles in good condition in zip code 91340, <u>www.kbb.com</u> visited on 6/13/2023

Consideration to Designate 2006 Chrysler 300 City-Owned Vehicle as Surplus for Donation to North Valley Caring Services in Support of the City's Street Outreach for Homelessness Page 3 of 3

CONCLUSION:

Staff recommends that the City Council declare one 2006 Chrysler 300 City-Owned vehicle as surplus property and donated to North Valley Caring Services, and authorize the City Manager to dispose of said vehicle in accordance with the San Fernando Municipal Code.

ATTACHMENT:

A. Surplus Vehicle List



MEMORANDUM

To: Carlos Hernandez, Assistant to the City Manager/Public Works Liaison

From: Kanika Kith, Deputy City Manager/Economic Development

Date: June 20, 2023

Subject: Surplus Vehicle

The City currently has one (1) piece of rolling inventory ready for surplus and donation.

I am requesting approval to have the vehicle available for donation as per **Division 7. Surplus City-Owned Personal Property, Sec. 2-869, Bids; Sales; Exchanges.** The vehicle will be donated to non-profit organization, North Valley Caring Services off to the public. The Public Works Department will prepare the "release of liability" forms and will handle all necessary transfer of ownership. Vehicles and equipment will be donated "as-is" and all necessary registration and smog will be the new owner's responsibility.

CITY VEHICLE NO. / VEHICLE ID. NO	YEAR	MAKE / MODEL	MILEAGE	ASSET NO.	REASON FOR SURPLUS	РНОТО
PD2191 / 2C3KA53G36H342191	2006	Chrysler 300	177,000	N/A	Donation	

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Kanika Kith, Deputy City Manager/Economic Development

Date: June 20, 2023

Subject: Consideration to Adopt a Resolution Approving the City of San Fernando

> Continued Participation in the Los Angeles Urban County Community Development Block Grant Program and a Cooperation Agreement with the Los

Angeles County Development Authority

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8237 (Attachment "A") approving the City of San Fernando continue participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program and a Cooperation Agreement (Exhibit "A" of Attachment "A" – Contract No. 2167) with the Los Angeles County Development Authority; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

- 1. In 1974, the Community Development Block Grant (CDBG) Program was enacted through the Housing and Community Development Act of 1974. The CDBG program is administered by the United States Department of Housing and Urban Development (HUD).
- 2. The City receives an annual allocation of CDBG funding from HUD through its participation in the Los Angeles Urban County CDBG Program administered by the Los Angeles County Development Authority (LACDA).
- 3. LACDA was formerly known as the Community Development Commission/Housing Authority of the County of Los Angeles (CDC/HACoLA). The rebranding of CDC/HACoLA as LACDA was done to streamline operations and combine the two separate legal entities into one agency.

COMMUNITY DEVELOPMENT DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340

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Consideration to Adopt a Resolution Approving Continued Participation in the Los Angeles Urban County Community Development Block Grant Program and a Cooperation Agreement with Los Angeles County Development Authority

Page 2 of 3

4. The City's existing Cooperation Agreement with LACDA to participate in the Los Angeles Urban County CDBG Program expires on June 30, 2024 (Contract No. 1952 - Attachment "B").

ANALYSIS:

CDBG is a federal grant program to provide funding to states, cities, and counties to help improve the economic and physical development of their communities. CDBG funds are allocated to address a range of issues, such as affordable housing, public infrastructure, and job creation in low- to moderate-income areas.

With a population less than 50,000, the City participates in the Urban County CDBG Program through the LACDA. As the administrator of the Urban County CDBG Program, the LACDA is awarded and accepts funds directly from HUD on behalf of participating cities in Los Angeles County. LACDA also assumes responsibility for all obligations of an applicant under federal statues, including, but not limited to, performing the analysis of needs, setting objectives, development of community development and housing assistance plans, development of the consolidated plan, and the assurances of certificates.

Every three (3) years, the County of Los Angeles must re-qualify with HUD for entitlement status as an Urban County in order to participate in the CDBG program. The County is currently preparing to submit documentation for the next qualification period, which will begin on July 1, 2024 and end on June 30, 2027.

Under the City's existing Agreement, which expires on June 30, 2024, the term automatically renews annually during the three year cycle unless the City provides written notice at least 60-days prior to the end of the cycle. To participate in the new cycle, which will begin on July 1, 2024 to June 30, 2027, the City Council must approve a resolution (Attachment "A") electing to participate in the new qualification period and approve a Cooperation Agreement (Exhibit "A" of Attachment "A") with LACDA.

The City's ongoing participation in the CDBG Program will allow the City to continue to receive annual allocation of CDBG Program funds. Additionally, through participation in the Urban County program, the City automatically participates in the County HOME Investment Partnerships Program and the Assisted Housing Programs. Neither of these two programs requires City staff support nor funding; the City simply provides information to interested residents regarding these County programs.

The remaining terms of the Agreement remain substantially unchanged from the prior agreement.

Consideration to Adopt a Resolution Approving Continued Participation in the Los Angeles Urban County Community Development Block Grant Program and a Cooperation Agreement with Los Angeles County Development Authority

Page 3 of 3

BUDGET IMPACT:

The City anticipates receiving an allocation of approximately \$176,000 per year in the new 3-year cycle (July 1, 2024 to June 30, 2027) of CDBG funds through the Urban County program administered by LACDA. Approval of the proposed Resolution and accompanying Cooperation Agreement will allow the City to continue to participate and receive future funding allocations from LACDA as part of the ongoing CDBG Program.

CONCLUSION:

Staff recommends that the City Council adopt a resolution approving the City's ongoing participation in the CDBG Program and authorizes the City Manager to sign the Cooperation Agreement with LACDA.

ATTACHMENTS:

A. Resolution No. 8237, including: Exhibit A: Contract No. 2167

B. Contract No. 1952 (Expiring)

RESOLUTION NO. 8237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND APPROVING A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

WHEREAS, the City of San Fernando desires to continue its participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the qualification period beginning July 1, 2024 to and ending on June 30, 2027; and

WHEREAS, the City of San Fernando City Council authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds.

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

SECTION 1: The City Council approves the City of San Fernando continued participation in the Los Angeles Urban County CDBG program and the Cooperation Agreement between the City of San Fernando and the County of Los Angeles (City Contract No. 2167), attached hereto as Exhibit "A", for the time period of July 1, 2024 through June 30, 2027 and self-renewing annually during the three-year period.

SECTION 2: The City Council authorizes the City Manager or his designee to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City of San Fernando.

PASSED, APPROVED, AND ADOPTED this 20th day of June, 2023.

ATTEST:	Celeste T. Rodriguez, Mayor City of San Fernando, California
Julia Fritz, City Clerk	

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is full, true, and correct copy of Resolution No. 8237 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 20 th of June, 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 June, 2023.
India Frita Cit Chad
Julia Fritz, City Clerk

COUNTY OF LOS ANGELES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM HOME INVESTMENT PARTNERSHIPS PROGRAM EMERGENCY SOLUTIONS GRANT PROGRAM

PARTICIPATING CITY COOPERATION AGREEMENT

This **COOPERATION AGREEMENT** ("Agreement") is being entered into on this **"Day"** day of **"MONTH_YEAR"**, to be effective on the 1st day of July 2024, by and between the **CITY OF "PARTICIPATING_CITY"**, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as "County," and shall remain in effect for the County's Consolidated Plan for Fiscal Years 2024-2026. The County and the City are collectively referred to as the "Parties" or individually "Party."

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act";

WHEREAS, the Parties desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act ("NAHA"), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant ("CDBG") Program, the HOME Investment Partnerships ("HOME") Program, and the Emergency Solutions Grant ("ESG") Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", that the County be designated as an urban county, hereinafter referred as to the "Los Angeles Urban County";

WHEREAS, the City has participated with the County in the Los Angeles Urban County Program and desires to renew its participation with the County in said Los Angeles Urban County Program for the County's Consolidated Plan for Fiscal Years 2024-2026;

WHEREAS, as the Los Angeles Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the preparation of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under state and local law, and this Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the Parties hereby give notice of the intention to participate in the Los Angeles Urban County Program.

NOW, THEREFORE, the Parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities. Specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act for the City in the County's Consolidated Plan for Fiscal Years 2024-2026, which will be funded from the CDBG Program, and, where applicable HOME and ESG Programs, from federal annual appropriations and from any program income generated from the expenditure of such funds.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then-current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

- 2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Program, the HOME Program, and the ESG Program.
- 3. In executing this Agreement, the City understands the following:
 - a. The County has the final responsibility for selecting CDBG, and, where applicable, HOME and ESG, activities and submitting the Consolidated Plan to HUD.
 - b. The City is not eligible to apply for grants under the State CDBG ("Small Cities CDBG") Program for appropriations for the County's Consolidated Plan for Fiscal Years 2024-2026.
 - c. The City may participate in the HOME Program only through the Los Angeles Urban County Program. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
 - d. The City may participate in the ESG Program only through the Los Angeles

Urban County Program.

4. The term of this Agreement shall be for the County's Consolidated Plan for Fiscal Years 2024-2026 and commence on **July 1, 2024** through **June 30, 2027** ("Urban County Term"). The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect. The City provides written notice at least 60 days prior to June 30 2026 that it elects not to participate in the next urban county qualification period. Towards the end of the second year of the Urban County Term, the County will notify the City in writing of its right not to participate in the County's successive Consolidated Plan for the next three-year period.

The Parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in HUD's *Urban County Qualification for Participation Notice*, prior to the subsequent three-year extension of the term.

- 5. This Agreement shall be effective for the Urban County Term and for such period of time for the expenditure of all CDBG funds, or where applicable, HOME and ESG funds, allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect.
- 6. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Los Angeles Urban County Program's certification under Section 104(b) of Title I of the Act, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964; and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications.

Furthermore, the Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with Section 109 of Title I of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing

regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations.

The Parties agree that CDBG and, where applicable, HOME and ESG funding is prohibited for any activities in, or in support of, any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification. The City acknowledges and agrees to HUD's 424-B Form, *Assurances and Certifications*.

- 7. Pursuant to 24 CFR § 570.501(b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR § 570.503.
- 8. The City shall report to the County of any income generated by the use of CDBG and, where applicable, HOME and ESG funds received by the City. Any such program income, if applicable, must be remitted to the County within 30 days of receipt. Such program income may be used for eligible activities in accordance with all CDBG and, where applicable, HOME and ESG, requirements as may then apply.
- 9. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
- 10. The City may not sell, trade or otherwise transfer all or any portion of CDBG, and, where applicable, HOME and ESG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG, and, where applicable, HOME and ESG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.
- 11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout or termination of this Agreement.
- 12. All program income generated from the disposition or transfer of real property acquired or improved by the City using CDBG and, where applicable, HOME and ESG, funds or program income, during the Urban County Term, shall be subject to all the terms and conditions of this Agreement.
- 13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME and ESG funds or program income in excess of \$25,000, shall be subject to the following standards:

- a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
- b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME and ESG regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
- 14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years thereafter, all of its books and records relating to CDBG and, where applicable, HOME and ESG, program activities and income.
- 15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if the City elects to leave the Los Angeles Urban County Program and is not eligible to become an entitlement city, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
- 16. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 17. The City shall provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;

- ii. The City's policy of maintaining a drug-free workplace;
- iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 17.
- d. Notifying the employee in the statement required by paragraph "a" of this Section 17 that, as a condition of employment funded by the CDBG, and where applicable, HOME and ESG grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the City in writing of his or her conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG, HOME, or ESG grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

May 2023 6

18. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.



May 2023 7

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the LACDA, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By:	
Principal Deputy County Counsel	Date
COUNTY OF LOS ANGELES	CITY OF «PARTICIPATING_CITY»
By:	By:
EMILIO SALAS, Executive Director	MAYOR OR DESIGNEE
Los Angeles County Development Authority	
ATTEST:	
City Clerk	
By:	
APPROVED AS TO FORM:	APPROVED AS TO FORM:
DAWYN R. HARRISON	
County Counsel	
By:	By:
BEHNAZ TASHAKORIAN	CITY ATTORNEY
Principal Deputy County Counsel	

COUNTY OF LOS ANGELES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM HOME INVESTMENT PARTNERSHIPS PROGRAMS

PARTICIPATING CITY COOPERATION AGREEMENT

This Agreement is being entered into on this 18th day of June 2020, to be effective on the 1st day of July 2021, by and between the City of San Fernando, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30th day of June 2024. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County, or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statues, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Los Angeles County Development Authority, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

- 2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program, the HOME Program and the ESG Program.
- 3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cites or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
- 4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
- 5. The term of this Agreement shall commence on July 1, 2021, the beginning date of the first year of the new Urban County Qualification Period, which will end on June 30, 2024. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Towards the end of the three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to

HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Urban County's certification under Section 104 (b) of Title I of the Act, as amended, regarding Title VI of the Civil Rights Act of 1964; the Fair Housing Act and affirmatively furthering fair housing as cited in 24 CFR 91.225(a); Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, and all other applicable laws and regulations.

Urban County funding is prohibited for activities in, or in support of, any City that does not affirmatively further fair housing within its local jurisdiction or that impedes the County's action to comply with the Fair Housing Certification.

- 7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.
- 8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
- 9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.
- 10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
- 11. The City may not sell, trade or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in

exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under title I of the Housing and Community Act of 1974.

- 12. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.
- 13. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.
- 14. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of \$25,000, shall be subject to the following standards:
 - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
- 15. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
- 16. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
- 17. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

such non-violent civil rights demonstrations within its jurisdiction.

- 18. The City shall provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i The dangers of drug abuse in the workplace;
 - ii The City's policy of maintaining a drug-free workplace;
 - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 18.
 - d. Notifying the employee in the statement required by paragraph "a" of this Section 18 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
 - i Abide by the terms of the statement; and
 - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 18 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
 - f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 18, with respect to any employee who is so convicted:
 - i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the

- Rehabilitation Act of 1973, as amended; or
- ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 18.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: <u>Behnaz Tashakorian</u> Deputy County Counsel	June 15, 2020 Date
By EMILIO SALAS Acting Executive Director Los Angeles County Development Authority	CITY OF SAN FERNANDO Docusigned by: Jol Fajardo 34DA18699003842F MAYOR OR DESIGNEE
ATTEST: City Clerk By Qulia Drits	
By Julia Fritz APPROVED AS TO FORM:	APPROVED AS TO FORM:
MARY C. WICKHAM County Counsel	Cocusioned by: Richard Padilla — 9E6788364A9F4FC
By <u>Behnaz Tashakorian</u> Deput	ByCity Attorney

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Kanika Kith, Deputy City Manager/Economic Development

Date: June 20, 2023

Subject: Consideration to Approve a First Amendment to the Professional Services

Agreement with Interwest, a SAFEbuilt Company, for On-call Building and Code

Enforcement Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company ("Interwest") (Attachment "A" Contract No. 2165(a)), for on-call Building Inspection Services to increase the not-to-exceed amount to \$100,000 and to expand the scope of work to include all necessary services for Building and Safety operation and Code Enforcement Services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

- In November 2020, the City's Building Supervisor retired through the City's Retirement Incentive Program. In order to maintain level of service in the Building Division, the City contracted with Transtech through the on-call Engineering services contract to provide Building Inspector service and Scott Fazekas & Associates (SFA) to continue providing plan check service.
- In February 2021, the City contracted with CSG through the on-call Engineering services contract to provide Building Inspector service as Transtech could no longer provide the requested services.
- 3. In March 2021, the City conducted an informal bidding process for Building Plan Check and Building Official services. Through this process, the City selected Scott Fazekas & Associates (SFA) to provide both Building Plan Check and Building Official services.

COMMUNITY DEVELOPMENT DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1227

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director

☐ Deputy City Manager

□ City Manager

Consideration to Approve a First Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company, for On-call Building and Code Enforcement Services

Page 2 of 4

- 4. On April 15, 2021, a one-year professional services agreement with SFA was executed within the City Manager's authority to provide Building Plan Check and Building Official services.
- 5. On October 11, 2021, the City hired CSG's Contract Building Inspector as a full-time Community Preservation Officer/Building Inspector to perform both code enforcement and building inspection duties.
- 6. On March 6, 2023, City Council approved a first amended and restated professional services agreement with SFA to provide building plan check and building official services.
- 7. Starting on April 9, 2023, SFA provided an on-site Contract Deputy Building Official to be at City Hall every Wednesday from 8:00 am to 12:00 pm to oversee building operation and assist the public at the counter with building related questions.
- 8. On May 17, 2023, the City's Community Preservation Officer/Building Inspector submitted a resignation letter, effective June 1, 2023.
- 9. To maintain building inspection services, the City contacted seven (7) companies, Willdan, Interwest, 4Leafs, BPR Consulting, Transtech, CSG, and JAS Pacific to provide building inspection services.
- 10. On June 5, 2023, the City Manager executed Contract No. 2165 (Attachment "B") in the amount not to exceed \$24,950 with Interwest to provide on-call building inspection services. The primary factors used in selection were the availability of building inspector and their related experience.
- 11. On June 8, 2023, another long-time Community Preservation Officer retired.

ANALYSIS:

The California Building Code (CBC) mandates that local jurisdictions have an enforcement agency to administer and enforce building regulations, prioritizing public health, safety, and welfare. Adhering to the CBC provides assurance that building construction meets minimum safety standards, minimizing the risk of harm to occupants. Mandatory inspections during construction serve as a vital complement to the expertise of licensed contractors, creating a system of checks and balances to improve project safety.

Under San Fernando Municipal Code Section 18-2(d), the Building and Safety Division assumes the role of the enforcement agency, with the Building Official serving as its responsible agent. The Building and Safety Division is responsible for enforcing building codes, conducting plan reviews, performing inspections, and delivering excellent customer service. To effectively

Consideration to Approve a First Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company, for On-call Building and Code Enforcement Services

Page 3 of 4

operate, the Building and Safety Division requires four key components: the Building Official, Building Plan Check Reviewer, Building Inspector, and Building Permit Technician.

Before the retirement of the Building Supervisor, the division operated with two staff members, with Building Plan Check services provided through a professional services agreement with SFA. However, following the resignation of the Community Preservation Officer/Building Inspector, external services became necessary. Currently, Interwest has been contracted to provide temporary building inspection services while a long-term solution is sought.

Interwest's existing contract for Building Inspection Services, not to exceed \$24,950, covers a temporary Building Inspector's presence from Monday to Wednesday, 7:30 am to 11:00 am, while staff actively search for a permanent Building Inspector. Interwest has demonstrated flexibility in accommodating the needs of the City, allowing them to provide consistent building inspection services, along with other related tasks and Code Enforcement services as needed. The assigned Building Inspector, Oscar Barraza, brings over 20 years of construction industry experience, including more than 17 years as a Building Inspector and Code Enforcement Officer (resume included as Exhibit "A" of Attachment "A").

Expanding the scope of work with Interwest to encompass all building-related services for the Building and Safety Division is crucial. The proposed amendment will enable the Building Inspector to undertake additional responsibilities, such as assisting the public with building code inquiries, conducting over-the-counter plan reviews and approvals, issuing building permits, and fulfilling other necessary functions related to building division operation. The expanded scope of work also includes code enforcement services to allow flexibility for Oscar to perform code enforcement duties when necessary while keeping building operation services as the primary focus.

By increasing the contract amount from \$24,950 to \$100,000, the City ensures coverage for approximately eight months of services for approximately four (4) hours per day, from Monday to Thursday. This extended timeframe allows time to recruit a full-time Community Preservation Officer/Building Inspector. In the event that recruitment for the full-time Community Preservation Officer/Building Inspector proves unsuccessful within the eight-month period, a formal Request for Proposals will be conducted to secure long-term Building and Safety operation services before the \$100,000 is exhausted.

The proposed amendment with Interwest represents a strategic decision to maintain the continuity of building inspection services, uphold public safety, and provide indispensable support to the Building and Safety Division.

Consideration to Approve a First Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company, for On-call Building and Code Enforcement Services

Page 4 of 4

BUDGET IMPACT:

There is currently \$24,950 encumbered with Interwest under Contract No. 2165. In the Fiscal Year 2023-2024 adopted budget, there is \$75,050 available in the Planning Professional Services account (001-150-0000-4270) to fund the increased amount to \$100,000.

CONCLUSION:

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement for Interwest Contract No. 2165(a) for on-call Building Inspection Services to increase the not-to-exceed amount to \$100,000 and to expand the scope of work to include all necessary services for Building and Safety operation and Code Enforcement Services; and authorize the City Manager, or designee, to execute the Amendment and all related documents.

ATTACHMENTS:

A. Contract No. 2165(a), including:
Exhibit A: Proposal for Building and Code Enforcement Services

B. Contract No. 2165

2023

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (On-Call Building and Code Enforcement Services) (Interwest a SAFEbuilt Company and City of San Fernando)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and INTERWEST CONSULTING GROUP, INC., a California corporation, (hereinafter, "CONSULTANT" is made and entered into this 20th day of June, 2023. 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, on or about June 5, 2023, the Parties entered into that certain agreement entitled "Professional Services Agreement – On-Call Building Inspection Services", Contract No. 2165 (the "Agreement"); and

WHEREAS, the Agreement was approved by the San Fernando City Manager ("City Manager") under the City Manager's expenditure authority set forth in the San Fernando Municipal Code and provides for a maximum compensation of Twenty-Four Thousand Nine Hundred Fifty Dollars (\$24,950) and an expiration date of December 31, 2024; and

WHEREAS, the Parties now wish to modify the Agreement to increase the maximum compensation Consultant may receive for services rendered and to expand the services to be provided by the CONSULTANT, to include services for the operation of a Building and Safety Division and Code Enforcement Services, such as building inspection, building official, over the counter plan review and approval, building permit issuance, and other necessary services.

- **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 Scope of Work of the Agreement as set forth in Section 1.2 is hereby expanded to include additional services for operation of a Building and Safety Division and Code Enforcement Services. Exhibit "A" in the Agreement is hereby replaced in full with the updated Scope of Work and fee schedule attached hereto as Exhibit "A" and incorporated herein.
- **SECTION 2.** CONSULTANT's total compensation for the performance of all Work contemplated under the Agreement is amended as follows: The "Not-To-Exceed Sum" as defined under Section 1.4 of the Agreement shall mean the sum of **One Hundred Thousand Dollars** (\$100,000).

SECTION 3. Except as otherwise set forth in this First Amendment, the Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Agreement and except as otherwise provided under this First Amendment, the Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Agreement and no further.

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

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

CITY OF SAN FERNANDO	INTERWEST CONSULTING GROUP, INC.:
Ву:	By:
Nick Kimball, City Manager	
	Name:
Date:	<u></u>
	Title:
APPROVED AS TO FORM	Date:
Ву:	<u></u>
Richard Padilla, Assistant City Attorne	У
Date:	<u></u>

EXHIBIT "A" CONTRACT NO. 2165(a)

June 13, 2023

Kanika Kith, Director of Community Development City of San Fernando 117 Macneil Street San Fernando, CA 91340



RE: Proposal for Building Department Services

Dear Ms. Kith,

We are pleased to present this proposal for Building Department Services to the City of San Fernando in response to your request from 6/13/23. This will be for the total not-to-exceed amount of \$100,000.

Interwest Consulting Group has extensive experience and a proven track record of seamlessly integrating building inspection, permitting services, and plan review, among other services, on an as-needed basis, in a cost-effective manner. Our staff has held senior and executive management positions within numerous CA cities and public agencies, including the titles of Community Development Director, Building Official, Building Plans Examiner, Building Inspector, and Permit Technician, and other management personnel.

Accurate and timely Building Department Services are critical to helping support your City's development. In order to provide your community with quality services, it is essential to choose a company with demonstrated abilities capable of fully managing the Building Department Services you need and when you need them. With a deep bench of more than 400 professionals dedicated to providing municipal services to our clients, our team of well-qualified staff brings the following advantages to the City:

- Team Capacity and Capabilities: Interwest has the largest building services team in California. Few, if any, of our competitors can match our depth of qualified, available staff. Our Ontario office will serve the City on this contract and provide a longstanding team of experts that has successfully delivered building plan check and plan review services, building inspection, front counter staffing, and building official services.
- Proven Experience: Our long-term experience serving many similar California communities in Los Angeles include, the City of El Monte, Bellflower, and Signal Hill. The work we perform in these communities provides Interwest with a thorough working knowledge of the requirements and expectations of the City. Our previous work highlights our technical expertise to perform these services quickly, well-qualified, and resourcefully. Client satisfaction remains our underlying work performance theme and is the most important part of any statement on past performance. Within this proposal response, we have provided examples of our work, each similar to this contract's size, scope, and complexity.
- Your Local Partner: Interwest is your local partner with the capacity and availability to customize services to meet your needs. We are certain the City will benefit from this partnership through working alongside Certified Building Official, William "Bill" Hayes, CBO, ICC. Bill may be contacted at 909.568.9749. As industry experts and project leaders, Bill has a wealth of experience working with municipalities in communities like San Fernando. Our team commits to delivering the services your community needs in a manner that elected officials, City staff, stakeholders, and citizens desire and deserve.

PROPOSED STAFF

For this project we propose **Oscar Barraza**, **ICC** as the On-Site Deputy Building Official and Building Inspector, and **William Hayes**, **CBO**, **ICC** as the Remote Building Official. Their resumes are attached.

FEE SCHEDULE

Building Safety Services

Certified Building Official	160
Deputy Building Official	
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	
Supervising Structural Engineer	185
Senior Structural Engineer	175
Senior Plans Examiner	140
CASp	125
Inspector III	110
Inspector IIInspector I	100
Inspector I	90
Permit Technician	80
Fire Protection Engineer	155
Senior Fire Plans Examiner	130
Fire Plans Examiner / Fire Inspector	120
ICC Building Plans Examiner	120
Senior Code Enforcement Officer	
Code Enforcement Officer	125
Trainee	75

We appreciate the opportunity to serve the City of San Fernando. Should you have any questions, please do not hesitate to contact me or Elizabeth Alsky at ealsky@interwestgrp.com / 949.731.4000.

Sincerely,

Paul Meschino/President

pmeschino@interwestgrp.com

CONTRACT NO. 2165(a)

Oscar Barraza, ICC ICC BUILDING INSPECTOR

Oscar brings over 20 years of construction industry experience with more than 17 years as a Building Inspector and Code Enforcement Officer. He is highly knowledgeable of Housing and Zoning Ordinances and has worked in both the public and private sectors. Oscar understands the significance of project schedules which has served as an important asset in ensuring the timely delivery of all projects.

PROFESSIONAL HISTORY

Building Inspector / Interwest Consulting Group / 2012 - Present

Oscar performs inspections of commercial and residential construction including building, plumbing, electrical and mechanical.

Building Inspector | Code Enforcement Officer / JAS Pacific / 2010 - 2012

Oscar conducts residential and commercial inspections in Electrical, Plumbing, Mechanical, and Building fields. He investigates building standards and land usage to ensure that municipal and county laws for such works are followed

Building Inspector | Code Enforcement Manager / City of Palmdale, CA / 2003 - 2009

Oscar conducts residential and commercial inspections in Electrical, Plumbing, Mechanical, and Building fields. He is responsible for scheduling and monitoring inspections for single and multi-family residences through the Residential Rental Unit program.

Construction Supervisor / California Restoration Construction / 2002 - 2003

Oscar is responsible for supervision of restoration projects throughout the Los Angeles area. He contracts and supervises all types of trades at the job site.

Construction Supervisor/ Financial Interior Design / 1998 - 2002

Oscar coordinates and scheduled subcontractors and diagnoses problems of any type or trade. He coordinates services of Deputy Inspectors..



A SAFEbuilt COMPANY

Years of Experience: 24 Years w/ Interwest: 10

Education

- Architecture | Drafting, Los Angeles Pierce College
- PC 832 (Arrest) Modules, Modules 1 & 3 (Code Enforcement), Rio Hondo College

Registrations/Certifications

- NPDES Certified Stormwater
 Inspector
- Disaster Safety Assessment CA, NO. SAPC51147
- Emergency Management
 System Institute (FEMA), Incident
 Command System, Incident
 Management System
- International Code Council, 5173156
- ICC Building Inspector
- ICC CA Residential Plumbing Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Electrical Inspector
- ICC CA Residential Building Inspector
- ICC CA Residential Electrical Inspector
- ICC CA Commercial Building Inspector
- ICC Management Module

WILLIAM 'BILL' HAYES, CBO, ICC

STATE OPERATIONS MANAGER, BUILDING DEPARTMENT SERVICES

Bill brings 20+ years of building official, plan review and building inspection experience along with 17 years of municipal experience. His progressive and extensive knowledge of the building industry and municipal organization translates to efficient and effective services for our clients. Bill works with clients, Building Officials and Community Development Directors to assure client needs are met and all services provided on behalf of Interwest are delivered professionally, timely and in a customer service manner. Bill also meets with architects, engineers, designers, and homeowners as necessary to coordinate the successful delivery of plan review and inspection services.

PROFESSIONAL HISTORY

State Operations Manager, Building Department Services / Interwest Consulting Group / 2021 - Present

Bill serves clients in the capacity of State Operations Manager and Building Official, coordinating plan review, inspection and department oversight for multiple jurisdictions throughout Southern California.

West Coast Building and Code Group Leader / HR Green / 2019-2021

Coordinated project scheduling, tasks, and budgets to ensure completion within the appropriate time frame. Prepared the scope of services, detailed project, and contracts. Worked with leaders to determine the composition of the project team and assign any duties, schedules, and budget to members. Assisted and delivered proposals to client and managed contracts to determine if amendments are needed, communicated changes to clients and coordinated timely invoices and fees. Identified project opportunities and make decisions under the Practice Leader supervision. Attended leadership meetings, reported on group performance, strategic planning, and marketing efforts. Provided input into the creation of marketing plans and maintained regular and accurate record of marketing activities with clients. Assisted Human Resources with onboarding new employees, coordinate with IT to ensure office space and equipment are set up properly. Engaged in development-focused discussions with staff to assist in identifying and pursuing activities/projects that aligns with their development objectives.

Building and Operations Manager / City of Industry / 2016-2018

Supervised the daily operations of the Building & Development Services Departments by overseeing the daily operations of the counter customer service, issuing permits, performing plan checks, performing field inspections, gathering data, and executing proposal reports and city projects for the City Manager and City Council. Created training materials and implemented updated procedures for building inspection and counter staff. Evaluated staff responsibilities and productivity to ensure that departments are performing efficiently.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.



YEARS OF EXPERIENCE: 20+

REGISTRATIONS/ CERTIFICATIONS

International Code Council, 8230972

- Certified Building Official
- ICC Residential Plumbing Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC/AACE Property
 Maintenance and Housing
 Inspector
- ICC Building Inspector

William (Bill) Hayes | State Operations Manager, Building Departmnet Services | Page 2

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

JAS Pacific / Contract Building Official-City of Pico Rivera / 2015-2016 & 2018-2019

Supervised the daily operations of the building, code enforcement, and housing departments for the City of Pico Rivera. Tracked customer service, issued permits, performed plan checks and field inspections, gathered data, and fully executed required reports. Created training materials, and trained code enforcement, building inspectors, and counter staffs on updated procedures for building inspections and policies.

Building Official/Acting Public Works Manager / 2013-2015

Established an innovated Rental Housing Program by using a state-of-the-art GIS based inspection technology to efficiently inspect and publicly record blighted and deteriorated properties and was awarded the Helen Putnum Award for Excellence in the Internal Administration category. Created and implemented an Electronic Document Management System (EDMS) internal plan check process of 97% for efficient productivity of staffs and businesses, allowing the city to retain over \$600,000 of funds in a 2-year period. Organized and managed the Industrial Waste program and successfully raised the compliance from 80% to nearly 100% from businesses within the city. Established a strong relationship with all departments in the city, therefore becoming a resource and asset to all.

Building Commissioner / City of Palos Heights, Illinois / 2008-2013

Responsible for the City of Palos Heights building departments overall operation and its annual budget of \$750,000, as well as coordinated all approved outside vendors and services, and streamlined general office management duties to ensure efficiency of the department's day-to-day operation. Provided oversight for all disciplines of residential and commercial plan reviews, zoning, enforcement, property maintenance enforcement, and all construction inspections from footing to certificate of occupancy. Inspected various construction projects, ranging from single family homes, commercial buildings, Public Works projects, and new constructions/remodeling for a private college, as well as an eight story, 500,000 plus square feet hospital surgical wing.

Senior/Lead Building Inspector / City of Countryside, Illinois / 2007-2008 End Year

Supervised all sign and property maintenance inspections, enforcement programs, as well as inspections for buildings, electrical, and mechanical on residential and commercial projects, as well as zooning plan reviews and enforcement. Coordinated as the department liaison for the local adjunction court by advising the Building Commissioner regarding building codes and city ordinance updates to stay in compliance with all Federal, State, and local laws. Lead the project in developing an electronic plan review/permit submittal program and an extensive electronic filing system for all permit and property files.



PROFESSIONAL SERVICES AGREEMENT

(On-Call Building Inspection Services)
(Interwest a SAFEbuilt Company and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 5th day of June 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Interwest Consulting Group, Inc, a California corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional on-call building inspection services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Manager.

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

I. ENGAGEMENT TERMS

1.1 <u>TERM</u>: This Agreement shall have a term commencing from the Effective Date through December 31, 2024 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Interwest Consulting Group – On-Call Building Inspection Services" dated May 31, 2023 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

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1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 <u>COMPENSATION</u>: CONSULTANT shall perform the Work in accordance with the fee schedule included in the Scope of Work (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the budgeted sum of **Twenty Four Thousand Nine Hundred Fifty Dollars (\$24,950)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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- 1.6 <u>ACCOUNTING RECORDS</u>: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 <u>ABANDONMENT BY CONSULTANT</u>: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 <u>CITY'S REPRESENTATIVE</u>: The CITY hereby designates Director of Community Development (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates William Hayes, State Operations Manager, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents,

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acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7)

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calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 <u>ASSIGNMENT</u>: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably denied or delayed. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: William Hayes, State Operations Manager.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing

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the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.8 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 <u>COMPLIANCE WITH LAWS</u>: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 <u>NON-DISCRIMINATION</u>: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
 - A. <u>Commercial General Liability Insurance</u>: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. <u>Automobile Liability Insurance</u>: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. <u>Errors & Omissions Insurance</u>: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard &

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Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

- PRIMACY OF CONSULTANT'S INSURANCE: Other than workers compensation coverage, all policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 <u>FAILURE TO MAINTAIN COVERAGE</u>: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 <u>SPECIAL RISKS OR CIRCUMSTANCES</u>. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all third party loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost to the extent arising out of or related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and 4.2 defend the CITY Indemnitees from and against all third party liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature to the extent arising out of or in connection with CONSULTANT's negligent performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. CONSULTANT shall defend any action for which indemnification is sought under this Section 4. CITY Indemnitees shall promptly report any claim for which indemnification is sought so that defense of the claim is not compromised.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance

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of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all third party claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice and selected from CONSULTANT's insurance carrier's panel counsel.

- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all third party liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the or active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in

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proportion to the established comparative liability.

- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all third party liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.10 As to the duties to indemnify under Section 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.11 As to the duties to indemnify under Section 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.12 As to the duties to indemnify under Section 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all third party claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice and selected from Consultant's insurance carrier's panel counsel.

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- 4.13 As to the duties to indemnify under Section 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.14 As to the duties to indemnify under Sections 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 <u>EVENTS OF DEFAULT; BREACH OF AGREEMENT:</u>

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute

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a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT will cure the Event of Default within the following time periods:
 - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45)

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calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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- CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY hereby grants Consultant a license to use any materials provided by or on behalf of CITY for the limited purpose of providing the services.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or

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received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 <u>FALSE CLAIMS ACT</u>: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 <u>NOTICES</u>: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Interwest Consulting Group, Inc. 1500 S. Haven Ave., Suite 220 Ontario, CA 91761

Attn: William Hayes Phone: (909) 568-9749

CITY:

City of San Fernando 117 Macneil Street San Fernando, CA 91340 Attn: Community Development

Department

Phone: (818) 898-1227

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

- 6.5 <u>COOPERATION; FURTHER ACTS</u>: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 <u>SUBCONTRACTING</u>: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 <u>PROHIBITED INTERESTS</u>: CONSULTANT warrants, represents and maintains that it has not

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employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 <u>CONSTRUCTION OF AGREEMENT</u>: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 <u>SEVERABILITY</u>: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 <u>AMENDMENT; MODIFICATION</u>: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or

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supplements cannot be waived and any attempted waiver will be void and invalid.

- 6.17 <u>CAPTIONS</u>: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 <u>INCONSISTENCIES OR CONFLICTS</u>: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 <u>ENTIRE AGREEMENT</u>: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 <u>COUNTERPARTS</u>: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

SIGNATURES ON NEXT PAGE

PROFESSIONAL SERVICES AGREEMENT

On-Call Building Inspection Services

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

CITY OF SAN FERNANDO:	CONSULTANT:
DocuSigned by:	Interwest Consulting Group, Inc.
By:	By:
Name: Nick Kimball	
	Name: Paul Meschino
Title: City Manager	
<u> </u>	Title: President of Operations
Date: 06/14/2023 9:16 PM EDT	
butc	Date: 6/2/23
APPROVED AS TO FORM:	
By: Pichard Padilla 9E6768364A9F4FC	
Richard Padilla, Assistant City Attorney	

EXHIBIT "A" CONSULTANT PROPOSAL

May 31, 2023

Kanika Kith, Director of Community Development City of San Fernando 117 Macneil Street San Fernando, CA 91340



RE: Proposal for Building Inspection Services

Dear Ms. Kith,

We are pleased to present this letter proposal to the City of San Fernando. We understand that the City is requesting a qualified individual to provide building inspection services for the Community Development Department. This will be in the not-to-exceed amount of \$24,985.

DESCRIPTION OF WORK

- Short Description Inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code and the California Electrical Code. Projects will also be inspected for conformance with the State of California Title 24 Standard and conformance with approved plans and specifications.
- Day Time Work Monday through Wednesday with Work Hours from 7:00 am to 11:00 am
- Number of Hours per Working Day 4 hours
- Tentative Start Date June 5, 2023

PROPOSED STAFF

For this project we propose Oscar Barraza, Inspector III. Oscar brings over 20 years of construction industry experience with more than 17 years as a Building Inspector and Code Enforcement Officer. He is highly knowledgeable of Housing and Zoning Ordinances and understands the significance of project schedules which has served as an important asset in ensuring the timely delivery of all projects.

FEE SCHEDULE

Building Safety Services

Certified Building Official	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	
Supervising Structural Engineer	185
Senior Structural Engineer	
Senior Plans Examiner	
CASp	
Inspector III	
Inspector II	
Inspector I	
Permit Technician	
Fire Protection Engineer	155
Senior Fire Plans Examiner	130
Fire Plans Examiner / Fire Inspector	
ICC Building Plans Examiner	
Senior Code Enforcement Officer	135
Code Enforcement Officer	
Trainee	

EXHIBIT "A" CONSULTANT PROPOSAL

We appreciate the opportunity to serve the City of San Fernando. Should you have any questions, please do not hesitate to contact me or Elizabeth Alsky at ealsky@interwestgrp.com / 949.731.4000.

Sincerely,

Paul Meschino/President

pmeschino@interwestgrp.com

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Kenneth Jones, Management Analyst

Date: June 20, 2023

Subject: Consideration to Approve Memorandum of Agreement Between the City of San

Fernando, the San Gabriel Valley Council of Governments, and 18 Government Agencies Regarding the Coordinated Integrated Monitoring Program and Watershed Management Plan for the Upper Los Angeles River Watershed

Management Area

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Memorandum of Agreement (Attachment "A" Contract No. 2168) between the City of San Fernando, the San Gabriel Valley Council of Governments, and 18 Government Agencies Regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Plan (WMP) for the Upper Los Angeles River Watershed Management Area (ULAR WMA); and
- b. Authorize the City Manager to execute the Agreement and all related documents.

BACKGROUND:

- 1. On November 8, 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted Order R4-2012-0175, the Municipal National Pollutant Discharge Elimination Systems Permit (MS4 Permit), which became effective on December 28, 2012 and requires the City to maintain compliance with requirements within the permit.
- 2. On December 2, 2013, the San Fernando City Council approved participation in the Upper Los Angeles River Enhanced Watershed Management Plan (EWMP) Group (ULAR Group) and authorized the City's participation in the development of a EWMP and the associated CIMP.
- 3. On August 5, 2015, the Regional Board approved the ULAR CIMP, which includes the City of San Fernando.

PUBLIC WORKS DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

WWW.SFCITY.ORG

REVIEW:

☐ Deputy City Manager

□ City Manager

Consideration to Approve a Memorandum of Agreement Between the City of San Fernando, the San Gabriel Valley Council of Governments, and 18 Agencies Regarding the Coordinated Integrated Monitoring Program and Watershed Management Plan for the Upper Los Angeles River Watershed Management Area

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- 4. On April 20, 2016, the Regional Board approved the ULAR EWMP, which includes the City of San Fernando.
- 5. On May 4, 2016, the City of San Fernando, and 18 other government agencies entered into an agreement with the City of Los Angeles for the administration and cost sharing for the implementation of the CIMP for the ULAR Group. This agreement expired on June 30, 2018.
- 6. On June 18, 2018, the City of San Fernando, and 18 other government agencies entered into a new MOA with the City of Los Angeles (Attachment "B" Contract No. 1889) for the administration and cost sharing for the implementation of the CIMP for the ULAR Group.
- 7. On September 11, 2021, the 2021 MS4 Permit became effective superseding the 2012 MS4 Permit.
- 8. On June 28, 2021, per the requirements within the 2021 MS4 Permit, a revised WMP, which incorporated recent monitoring data that calibrated the model used to determine pollutant loading generated the by the ULAR Group, and therefore the City of San Fernando, was submitted to the Regional Board and it received conditional approval on May 1, 2023.
- 9. On March 13, 2023, per the requirements within the 2021 MS4 Permit, a revised CIMP was submitted to the Regional Board and it is pending approval.

ANALYSIS:

The Los Angeles River receives drainage from an 834-square mile area of central and eastern Los Angeles County and extends 55 miles across urbanized areas of the San Fernando and west San Gabriel Valleys. The River flows through residential, commercial, and industrial areas before becoming the Los Angeles River estuary, which empties into San Pedro Bay.

The purpose of a Coordinated Integrated Monitoring Program (CIMP) is to outline the process for collecting data to meet the goals and requirements of the monitoring and reporting program, and provide data to guide water quality program management decisions. The Watershed Management Plan (WMP) is a document that will provide a road map for the City of San Fernando to simultaneously comply with federal water quality mandates, improve the quality of our rivers, creeks and beaches, and address current and future regional water supply challenges. The City's Regional Park Infiltration Project was created through this planning effort.

The City of Los Angeles contracted with the San Gabriel Valley Council of Governments (SGVCOG) for consulting services and financial management of the current Memorandum of Agreement

Consideration to Approve a Memorandum of Agreement Between the City of San Fernando, the San Gabriel Valley Council of Governments, and 18 Agencies Regarding the Coordinated Integrated Monitoring Program and Watershed Management Plan for the Upper Los Angeles River Watershed Management Area

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(MOA). The City has been a member of the ULAR Group, and has been a party to these agreements, since 2013. The proposed MOA will retain the services of SGVCOG and maintain the same financial and administrative structure as the expiring MOA. The SGVCOG charges an annual fee for their services, which is included in the cost sharing of the MOA. The 19 government agencies (including the City of San Fernando) that are a part of the MOA will continue to share the cost for services provided by SGVCOG based on the land area percentage of each agency in the ULAR WMA; the City of San Fernando's land area percentage is 0.49%.

The City of Los Angeles has performed monitoring and WMP activities within the ULAR WMA over the last four years and proposes to continue to perform the monitoring and WMP services for the three (3) three-year term of the new MOA, which is through the Fiscal Year (FY) 2025-2026.

Coordinated Integrated Monitoring Program (CIMP) Related Costs.

The proposed MOA covers a wide range of monitoring events such as water monitoring, stormwater outfall monitoring, non-stormwater outfall monitoring, data management, maintenance activities (including equipment maintenance and replacement), development of monitoring sections of the Annual Report, and any additional activities, revisions, and/or requirements related to the CIMP. The CLA will be responsible for completing the monitoring services and costs of the monitoring events are divided among the 19 agencies according to applicability.

Watershed Management Plan (WMP) Related Costs.

The MOA covers a wide range of WMP related services which must be divided among the 19 government agencies joining in this agreement. Services that are being funded through this portion of the MOA are:

- 1. The cost of preparing the ULAR Group annual and semi-annual reports, which are required by the Regional Board;
- 2. The Report of Waste Discharge (ROWD), due to the Regional Board 180 days prior before the Permit expiration date;
- 3. The Adaptive Management review of the WMP that is required to be submitted with the ROWD;
- 4. Funding is included for any rewrites that the Regional Board may require once they review the Report of Waste Discharge that was submitted in June 2017;

Consideration to Approve a Memorandum of Agreement Between the City of San Fernando, the San Gabriel Valley Council of Governments, and 18 Agencies Regarding the Coordinated Integrated Monitoring Program and Watershed Management Plan for the Upper Los Angeles River Watershed Management Area

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- 5. Effort associated with the Trash Monitoring and Reporting Plan for the Los Angeles River Trash Total Maximum Daily Load (TMDL);
- 6. Any necessary revisions to the WMP following Regional Board response to the 2021 WMP Update submittal; and
- 7. Website management (lastormh20.org), and (8) the ULAR Group's California Stormwater Quality Association (CASQA) Annual Membership.

BUDGET IMPACT:

The City's total CIMP and WMP related share cost over the three (3) year contract term is \$24,534. The cost per fiscal year (FY) is as follows: FY 2023-2024 \$7,854, FY 2024-2025 \$7,604, FY 2025-2026 \$9,706. The annual cost for services is included in the Public Works Department, Engineering Division budget.

CONCLUSION:

Staff recommends that the City Council approve the Memorandum of Agreement between the City of San Fernando and San Gabriel Valley Council of Governments and authorize the City Manager to execute the Agreement and all related documents.

ATTACHMENTS:

- A. Contract No. 2168
- B. Contract No. 1889

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND
WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE UPPER LOS
ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1st, 2023 by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System

(MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System MS4 Permit No. R4-2012-0175 on November 8, 2012, which was readopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that the LACFCD, the COUNTY, and 84 of the 88 cities within the County comply with its prescribed elements; and

WHEREAS the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires the COUNTY, LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County to comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City and LACFCD and the COUNTY formed the Upper Los Angeles River Watershed Management Group (ULAR WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the ULAR WMG Lead Agency; and

WHEREAS, the PARTIES desired to collaborate on the development of a WMP and a CIMP in accordance with the MS4 Permit for a portion of the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the first WMP was submitted to the Regional Board by the PARTIES on June 25, 2015 and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 28, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 30, 2015 and was approved by the Regional Board on August 5, 2015; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 13, 2023 and is pending approval; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. <u>Recitals</u>. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. <u>Purpose.</u> The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. <u>Cooperation.</u> The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. <u>Voluntary.</u> The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS, and to authorize the SGVCOG to administer the cost-sharing.

Section 5. <u>Term.</u> This MOA shall become effective on July 1, 2023 and shall remain in effect for three (3) years up to and including June 30, 2026. The MOA may be extended, through mutual agreement of the PARTIES.

Section 6. <u>Commitment.</u> Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The Parties agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2C(i) of Exhibit B and WMP-

RELATED TASKS in accordance with Table 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2023, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. <u>WMP-Related tasks.</u> The CITY and the SGVCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. <u>Reporting.</u> Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.
- d. <u>Contract Administration</u>. The SGVCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. <u>Communication</u>. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SGVCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the ULAR WMG lead agency. Written notice will be provided to the PARTIES should contact information from the SGVCOG and/or the ULAR WMG lead agency change.
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a party to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a party to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTIES' proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment.

- a. Invoicing. The SGVCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SGVCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SGVCOG's Contact Management Fee, for the fiscal year, as shown in Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY will invoice the SGVCOG for tasks performed, deducting the CITY's cost portion for such tasks and the CITY's cost portion for the SGVCOG's program management fee. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES, and any WMP-RELATED TASKS completed during each annual payment term consistent with the format as shown in Exhibit E.
- b. <u>Annual Payment.</u> Each PARTY, excluding the CITY, shall pay the SGVCOG for their invoice within sixty (60) days of receipt of the invoice from the SGVCOG.
- c. <u>Late Payment Penalty</u>. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. <u>Delinquent Payments</u>. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SGVCOG shall result in the SGVCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. <u>Contingency</u>. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Exhibit B. Contingency funds will be held by SGVCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be

obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.

- i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SGVCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SGVCOG before shifting these funds.

- g. <u>Contract Management Fee</u>. The SGVCOG will receive a Contract Management Fee of \$100,000 per year for administration of this MOA by the SGVCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
- h. Reconciliation of this MOA. At the end of the MOA, the SGVCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days. Any unexpended funds held by SGVCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the SGVCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. <u>Documentation</u>. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.
- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. <u>Consensus</u>. The PARTIES agree that consensus in the ULAR WMG will be determined by a two-thirds supermajority (66.66%) voting of the ULAR WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of ULAR WMG members. Any PARTY that does not respond to a vote within five business days, shall be considered to support the majority consensus.

- d. <u>Participation</u>. Each PARTY shall designate an individual to provide representation at the ULAR WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the ULAR WMG meetings and, if necessary, responds to email communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The ULAR WMG, led by the ULAR WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The ULAR WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SGVCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. <u>Indemnification.</u> Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination

a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SGVCOG and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

- b. <u>Default</u>. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default
- c. Equipment Ownership. Devices such as automatic sampling stations inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. <u>Administration.</u> For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. <u>Relationship of the Parties.</u> The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

- d. <u>Amendment.</u> The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. <u>Law to Govern.</u> This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
- g. <u>Severability</u>. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. <u>Entire Agreement.</u> This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. <u>Waiver</u>. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. <u>Counterparts</u>. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

Ву	
Mark Pestrella, Director of Public Works	Dated
APPROVED AS TO FORM:	
Dawyn R. Harrison County Counsel	
Ву	
Deputy	Dated

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Ву	
Mark Pestrella, Chief Engineer	Dated
APPROVED AS TO FORM:	
Dawyn R. Harrison County Counsel	
Ву	
Deputy	Dated

CITY OF ALHAMBRA

Ву	
Adele Andrade-Stadler, Mayor	Dated
ATTEST:	
By Lauren Myles City Clerk	
APPROVED AS TO FORM:	
By Joseph M. Montes, Esq. City Attorney	

CITY OF LOS ANGELES

Dated:	By:
	Aura Garcia, President Board of Public Works
ATTEST:	
Holly Wolcott Interim City Clerk	
APPROVED AS TO FORM:	
Hydee Feldstein Soto City Attorney	
By: Adena M. Hopenstand Deputy City Attorney	_

CITY OF BURBANK

Dated:	
	Ву
	Konstantine Anthony, Mayor
ATTEST:	
Justin Hess, City Manager	
APPROVED AS TO FORM:	
Joseph H. McDougall, City Attorney	

CITY OF CALABASAS

Dated:	
	Ву
	David J. Shapiro, Mayor
ATTEST:	
ATTEOT.	
Maricela Hernandez, City Clerk	
APPROVED AS TO FORM:	
Matthew T. Summers, City Attorney	

THE CITY OF GLENDALE

Dated:	
	Ву
	Ardy Kassakhian, Mayor
ATTEST:	
Roubik Golanian, P.E., City Manager	
APPROVED AS TO FORM:	
Michael Garcia, City Attorney	

CITY OF HIDDEN HILLS

Dated:	
	Ву
	Steve Freedland, Mayor
ATTEST:	
Deana L. Gonzalez, CMC, City Clerk	
APPROVED AS TO FORM:	
Roxanne M. Diaz, City Attorney	

CITY OF LA CANADA FLINTRIDGE

Dated:		
	Ву	 -
ATTEST:		
APPROVED AS TO FORM:		
Adrian R. Guerra, City Attorney		

CITY OF MONTEBELLO

Dated:		
	By David Torres, Mayor	
ATTEST:		
Christopher Jimenez, City Clerk		
APPROVED AS TO FORM:		
Arnold Alvarez-Glasman, City Attorney		

CITY OF MONTEREY PARK

Ron Bow, City Manager

CITY OF PASADENA

Dated:	
	Ву
	Miguel Márquez, City Manager
ATTEST:	
Mark Jomsky, City Clerk	
APPROVED AS TO FORM:	
Debra Wordham, Assistant City Attorney	

CITY OF ROSEMEAD

Dated:	-
	By
	Ben Kim, City Manager
ATTEST:	
Gloria Molleda, City Clerk	
APPROVED AS TO FORM:	
Rachel H. Richman, City Attorney	

CITY OF SAN FERNANDO

Dated:	-
	By Nick Kimball, City Manager
ATTEST:	
Julia Fritz, City Clerk	
APPROVED AS TO FORM:	
Richard Padilla City Attorney	

CITY OF SAN GABRIEL

Dated:	
	Ву
	Mark Lazzaretto, City Manager
ATTEST:	
Charas Clark City Clark	
Sharon Clark, City Clerk	
APPROVED AS TO FORM:	
Keith Lemieux, City Attorney	

CITY OF SAN MARINO

Dated:			
	Ву_		
		Steve Talt, Mayor	
ATTEST:			
Mario Rueda, Acting City Manager			
APPROVED AS TO FORM:			
Joseph Montes, City Attorney			

CITY OF SOUTH EL MONTE

Dated:	
	By Rene Salas, City Manager
ATTEST:	
Donna G. Shwartz, City Clerk	
APPROVED AS TO FORM:	
Anthony R. Taylor, City Attorney	

CITY OF SOUTH PASADENA

Dated:	-
	By Arminé Chaparyan, City Manager
ATTEST:	
Mark Perez, Deputy City Clerk	
APPROVED AS TO FORM:	
Andrew L. Jared, City Attorney	

CITY OF THE TEMPLE CITY

Dated:	
	By Cynthia Sternquist, Mayor
ATTEST:	
Peggy Kuo, City Clerk	_
APPROVED AS TO FORM:	
Greg Murphy, City Attorney	_

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Dated:	By:	
	·	Marisa Creter, Executive Director
ATTEST:		
Ву:		
APPROVED AS TO FORM:		
ALL TROVED AGE TO LOTHIN.		
By:		
David DeBerry		
Counsel for the SGVCOG		

EXHIBIT A MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the ULAR WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

MONITORING SERVICES

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the ULAR CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g. trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA.
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements for the Regional Board.

The City is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the cities' efforts in complying with the MS4 Permit. The ULAR WMG is required to complete the following activities as part of the ULAR Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Report of Waste Discharge (ROWD)
- Adaptive Management
- Trash Monitoring and Reporting Plan (TMRP)
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the SGVCOG utilizing a consultant(s) selected in coordination with the ULAR WMG, unless otherwise determined by the ULAR WMG. The lead agency of the ULAR WMG will provide subject-matter expertise and project management support to the SGVCOG and its consultants for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the ULAR WMG.
- Manage procurements, contracting, and contract administration for consultants and contractors, with the lead agency of the ULAR WMG providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES.
- Pay invoices from the City, upon receipt of invoice, as established in Section 8(a) of the MOA.
- Manage the MOA budget in coordination with the lead agency of the ULAR WMG.
- Facilitate the preparation of ULAR WMG administrative procedures by ULAR WMG and ensure compliance with these procedures.
- Annual Reconciliation of WMP-RELATED TASKS under the MOA.

The CONTRACT ADMINISTRATION tasks will be completed by the SGVCOG.

Additional tasks may be identified in the process of complying with the Permit, at which point the ULAR WMG would determine the optimal approach to ensuring that the ULAR WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

EXHIBIT B

MOA Cost Estimates

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Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA/SGVCOG fee)

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 83,732	\$ 79,353	\$ 95,016	\$ 258,101
City of Los Angeles	\$ 943,982	\$ 908,306	\$ 1,084,118	\$ 2,936,406
County of Los Angeles	\$ 232,381	\$ 217,554	\$ 257,621	\$ 707,556
City of Alhambra	\$ 25,278	\$ 24,472	\$ 29,209	\$ 78,958
City of Burbank	\$ 57,421	\$ 55,590	\$ 66,350	\$ 179,361
City of Calabasas	\$ 20,731	\$ 20,070	\$ 23,954	\$ 64,755
City of Glendale	\$ 101,385	\$ 98,139	\$ 117,135	\$ 316,659
City of Hidden Hills	\$ 4,974	\$ 4,815	\$ 5,747	\$ 15,536
City of La Canada Flintridge	\$ 34,193	\$ 27,729	\$ 33,097	\$ 95,018
City of Montebello	\$ 27,721	\$ 26,837	\$ 32,032	\$ 86,590
City of Monterey Park	\$ 25,626	\$ 24,809	\$ 29,610	\$ 80,045
City of Pasadena	\$ 81,872	\$ 74,179	\$ 88,537	\$ 244,588
City of Rosemead	\$ 17,135	\$ 16,588	\$ 19,799	\$ 53,522
City of San Fernando	\$ 7,854	\$ 7,604	\$ 9,076	\$ 24,534
City of San Gabriel	\$ 13,688	\$ 13,252	\$ 15,817	\$ 42,756
City of San Marino	\$ 12,471	\$ 12,073	\$ 14,410	\$ 38,953
City of South El Monte	\$ 21,094	\$ 17,250	\$ 18,998	\$ 57,341
City of South Pasadena	\$ 12,064	\$ 10,954	\$ 13,074	\$ 36,091
City of Temple City	\$ 13,334	\$ 12,909	\$ 15,408	\$ 41,651
Total	\$ 1,736,933	\$ 1,652,482	\$ 1,969,007	\$ 5,358,422

Table 2. Distribution of Cost for Implementing Total ULAR CIMP Monitoring Services

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 66,082	\$ 61,483	\$ 62,518	\$ 190,083
City of Los Angeles	\$ 711,254	\$ 671,309	\$ 682,542	\$ 2,065,105
County of Los Angeles	\$ 179,686	\$ 163,892	\$ 166,695	\$ 510,272
City of Alhambra	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	\$ 76,240	\$ 72,532	\$ 73,746	\$ 222,518
City of Hidden Hills	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	\$ 27,088	\$ 20,494	\$ 20,837	\$ 68,419
City of Montebello	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	\$ 62,866	\$ 54,824	\$ 55,741	\$ 173,431
City of Rosemead	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	\$ 19,047	\$ 15,166	\$ 15,466	\$ 49,679
City of South Pasadena	\$ 9,258	\$ 8,095	\$ 8,231	\$ 25,584
City of Temple City	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total Estimated Cost of CIMP	\$ 1,321,633	\$ 1,229,667	\$ 1,250,357	\$ 3,801,657

^{1.} Total Monitoring Services cost = General CIMP + NSWO + Legg Lake

Table 2A. Costs for General CIMP Monitoring Services

ULAR CIMP General Monitoring Component	Fiscal Year 23- 24	Fiscal Year 24-25	Fiscal Year 25- 26
Labor (Receiving Water and Storm Water Outfall)	\$ 253,000	\$ 230,000	\$ 230,000
Laboratory Analysis (Receiving Water and Storm			
Water Outfall)	\$ 263,051	\$ 237,879	\$ 240,157
Laboratory Data Handling Fee (15%)	\$ 39,458	\$ 35,682	\$ 36,024
Laboratory Analysis (TIE)	\$ 40,000	\$ 40,000	\$ 40,000
Contract Services	\$ 319,000	\$ 305,000	\$ 305,000
Equipment	\$ 136,325	\$ 130,081	\$ 122,601
Administrative Fee (5%)	\$ 52,542	\$ 48,932	\$ 48,689
Sub-Total	\$ 1,103,375	\$ 1,027,574	\$ 1,022,471
Contingency (15%)	\$ 165,506	\$ 154,136	\$ 153,371
Annual Escalation (2.5%)	\$ -	\$ 25,689	\$ 51,763
Total	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604

Table 2A(i). Distribution of Costs for General CIMP Monitoring Services

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)			\$ 63,444	\$ 60,370	\$ 61,380	\$ 185,194
City of Los Angeles	181,288.00	58.53%	\$ 705,492	\$ 671,309	\$ 682,542	\$ 2,059,343
County of Los Angeles	41,048.07	13.25%	\$ 159,741	\$ 152,001	\$ 154,544	\$ 466,286
City of Alhambra	4,884.31	1.58%	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	11,095.20	3.58%	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	4,005.68	1.29%	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	19,587.50	6.32%	\$ 76,226	\$ 72,532	\$ 73,746	\$ 222,504
City of Hidden Hills	961.03	0.31%	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	5,534.46	1.79%	\$ 21,538	\$ 20,494	\$ 20,837	\$ 62,869
City of Montebello	5,356.38	1.73%	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	4,951.51	1.60%	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	14,805.30	4.78%	\$ 57,616	\$ 54,824	\$ 55,741	\$ 168,181
City of Rosemead	3,310.87	1.07%	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	1,517.64	0.49%	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	2,644.87	0.85%	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	2,409.64	0.78%	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	1,594.16	0.51%	\$ 6,204	\$ 5,903	\$ 6,002	\$ 18,109
City of South Pasadena	2,186.20	0.71%	\$ 8,508	\$ 8,095	\$ 8,231	\$ 24,834

City of Temple City Total	2,576.50		\$ 10,027	. ,	. ,	. ,
Total	309,757.32	100.00%	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604	\$ 3,703,886

Table 2B. Costs for Arroyo Seco NSWO Monitoring

·	Fiscal Year	Fiscal Year	Fiscal Year
CIMP Component	23-24	24-25	25-26
Non-Stormwater Outfall Monitoring			
Arroyo Seco (3 Screening Events)	\$ 16,470		
Laboratory Data Handling Fee (15%)			
Flat Rate: 15% of Total Monitoring costs	\$ 2,470		
Administrative Fee (5%)			
Flat Rate: 5% of Total NSWO Monitoring			
Cost	\$ 947		
Monitoring Cost Sub-Total	\$ 19,887		
Additional Costs			
Contingency (15%)	\$ 1,989		
Annual Escalation (2.5%)	\$ -		
Arroyo Seco (Total)	\$ 21,876		

Table 2B(i). Distribution of Costs for Arroyo Seco NSWO Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)			\$ 1,094	\$ -	\$ -	\$ 1,094
City of Los Angeles	3936.66	27.73%	\$ 5,762	\$ -	\$ -	\$ 5,762
County of Los Angeles	2361.13	16.63%	\$ 3,456	\$ -	\$ -	\$ 3,456
City of Glendale	9.39	0.07%	\$ 14	\$ -	\$ -	\$ 14
City of La Canada Flintridge	3791.77	26.71%	\$ 5,550	\$ -	\$ -	\$ 5,550
City of Pasadena	3586.72	25.26%	\$ 5,250	\$ -	\$ -	\$ 5,250
City of South Pasadena	512.25	3.61%	\$ 750	\$ -	\$ -	\$ 750
Arroyo Seco (Total)	14,197.93	100.00%	\$ 21,876			\$ 21,876

^{1.} LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

 $^{1.\} LACFCD$ is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 2C. Costs for Legg Lake Monitoring

	Fiscal Year	Fiscal Year	Fiscal Year
CIMP Component	23-24	24-25	25-26
Legg lake	\$ 22,235	\$ 15,694	\$ 15,694
Laboratory Data Handling Fee (15%)	\$ 3,335	\$ 2,354	\$ 2,354
Administrative Fee (5%)	\$ 1,279	\$ 902	\$ 902
Monitoring Cost Sub-Total	\$ 26,849	\$ 18,950	\$ 18,950
Additional Costs			
Contingency (15%)	\$ 4,027	\$ 2,843	\$ 2,843
Annual Escalation (2.5%)	\$ -	\$ 474	\$ 959
Legg Lake (Total)	\$ 30,876	\$ 22,267	\$ 22,752

Table 2C(i). Distribution of Costs for Legg Lake Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23- 24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)		-	\$ 1,544	\$ 1,113	\$ 1,138	\$ 3,795
County of Los Angeles	2,044.68	56.21%	\$ 16,489	\$ 11,891	\$ 12,150	\$ 40,530
South El Monte	1,592.68	43.79%	\$ 12,844	\$ 9,262	\$ 9,464	\$ 31,570
Legg Lake (Total)	3,637.35	100.00%	\$ 30,876	\$ 22,267	\$ 22,752	\$ 75,895

Table 3. Distribution of Costs for Implementing WMP-Related Tasks (including CASQA fees)

ULAR WMP Cost Distribution + CASQA									
	Fiscal Year Fiscal Year Fiscal Year								
Agency	23-24	24-25	25-26	years)					
LACFCD	\$ 12,650	\$ 12,870	\$ 27,498	\$ 53,018					
City of Los Angeles	\$ 177,128	\$ 181,398	\$ 345,977	\$ 704,503					
County of Los Angeles	\$ 40,106	\$ 41,073	\$ 78,338	\$ 159,517					
City of Alhambra	\$ 4,772	\$ 4,887	\$ 9,321	\$ 18,981					
City of Burbank	\$ 10,841	\$ 11,102	\$ 21,174	\$ 43,117					
City of Calabasas	\$ 3,914	\$ 4,008	\$ 7,645	\$ 15,566					
City of Glendale	\$ 19,138	\$ 19,599	\$ 37,382	\$ 76,119					
City of Hidden Hills	\$ 939	\$ 962	\$ 1,834	\$ 3,735					
City of La Canada Flintridge	\$ 5,407	\$ 5,538	\$ 10,562	\$ 21,507					
City of Montebello	\$ 5,233	\$ 5,360	\$ 10,222	\$ 20,815					
City of Monterey Park	\$ 4,838	\$ 4,955	\$ 9,450	\$ 19,242					

^{1.} Legg Lake now has a fish tissue monitoring requirement at a frequency of once every three years.

^{2.} LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

City of Pasadena	\$ 14,466	\$ 14,814	\$ 28,255	\$ 57,535
City of Rosemead	\$ 3,235	\$ 3,313	\$ 6,319	\$ 12,866
City of San Fernando	\$ 1,483	\$ 1,519	\$ 2,896	\$ 5,898
City of San Gabriel	\$ 2,584	\$ 2,646	\$ 5,048	\$ 10,278
City of San Marino	\$ 2,354	\$ 2,411	\$ 4,599	\$ 9,364
City of South El Monte	\$ 1,558	\$ 1,595	\$ 3,042	\$ 6,195
City of South Pasadena	\$ 2,136	\$ 2,188	\$ 4,172	\$ 8,496
City of Temple City	\$ 2,517	\$ 2,578	\$ 4,917	\$ 10,013
Total Estimated Cost of WMP	\$ 315,300	\$ 322,815	\$ 618,651	\$ 1,256,766

Table 3A. Costs for Implementing General WMP-Related Tasks

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
Semi-Annual Progress Report (June)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Annual Reporting Package				
(December)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
WMP Revisions/RAA/Adaptive				
Management	\$ -	\$ -	\$ 200,000	\$ 200,000
Report of Waste Discharge (ROWD)	\$ -	\$ -	\$ 20,000	\$ 20,000
Trash Monitoring and Reporting Plan				
(TMRP)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Program Management (10%)	\$ 20,000	\$ 20,000	\$ 42,000	\$ 82,000
Sub-Total	\$ 220,000	\$ 220,000	\$ 462,000	\$ 902,000
Contingency (15%)	\$ 33,000	\$ 33,000	\$ 69,300	\$ 135,300
Annual Escalation (2% per year)	\$ -	\$ 4,400.00	\$ 18,664.80	\$ 23,065
WMP Program Management Cost (Total)	\$ 253,000	\$ 257,400	\$ 549,965	\$ 1,060,365

^{1.} Total cost = General WMP + CASQA Fees.

^{1.} Annual Report package includes semiannual progress report.

Table 3B. Distribution of Costs for CASQA Membership Fees

	Land Area	% of	Fiscal	Fiscal	Fiscal	
Agency	(acres)	Area	Year	Year	Year	Total (3
	(acres)	Alea	23-24	24-25	25-26	years)
City of Los Angeles	181,288.00	58.53%	\$ 36,462	\$ 38,285	\$ 40,199	\$ 114,945
County of Los Angeles	41,048.07	13.25%	\$ 8,256	\$ 8,669	\$ 9,102	\$ 26,026
City of Alhambra	4,884.31	1.58%	\$ 982	\$ 1,031	\$ 1,083	\$ 3,097
City of Burbank	11,095.20	3.58%	\$ 2,232	\$ 2,343	\$ 2,460	\$ 7,035
City of Calabasas	4,005.68	1.29%	\$ 806	\$ 846	\$ 888	\$ 2,540
City of Glendale	19,587.50	6.32%	\$ 3,940	\$ 4,137	\$ 4,343	\$ 12,419
City of Hidden Hills	961.03	0.31%	\$ 193	\$ 203	\$ 213	\$ 609
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,113	\$ 1,169	\$ 1,227	\$ 3,509
City of Montebello	5,356.38	1.73%	\$ 1,077	\$ 1,131	\$ 1,188	\$ 3,396
City of Monterey Park	4,951.51	1.60%	\$ 996	\$ 1,046	\$ 1,098	\$ 3,139
City of Pasadena	14,805.30	4.78%	\$ 2,978	\$ 3,127	\$ 3,283	\$ 9,387
City of Rosemead	3,310.87	1.07%	\$ 666	\$ 699	\$ 734	\$ 2,099
City of San Fernando	1,517.64	0.49%	\$ 305	\$ 320	\$ 337	\$ 962
City of San Gabriel	2,644.87	0.85%	\$ 532	\$ 559	\$ 586	\$ 1,677
City of San Marino	2,409.64	0.78%	\$ 485	\$ 509	\$ 534	\$ 1,528
City of South El Monte	1,594.16	0.51%	\$ 321	\$ 337	\$ 353	\$ 1,011
City of South Pasadena	2,186.20	0.71%	\$ 440	\$ 462	\$ 485	\$ 1,386
City of Temple City	2,576.50	0.83%	\$ 518	\$ 544	\$ 571	\$ 1,634
Total	309,757.32	100.00%	\$ 62,300	\$ 65,415	\$ 68,686	\$ 196,401

Table 4. SGVCOG Annual Contract Management Fees

	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)			\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
City of Los Angeles	181,288.00	58.53%	\$ 55,600	\$ 55,600	\$ 55,600	\$ 166,799
County of Los Angeles	41,048.07	13.25%	\$ 12,589	\$ 12,589	\$ 12,589	\$ 37,767
City of Alhambra	4,884.31	1.58%	\$ 1,498	\$ 1,498	\$ 1,498	\$ 4,494
City of Burbank	11,095.20	3.58%	\$ 3,403	\$ 3,403	\$ 3,403	\$ 10,208
City of Calabasas	4,005.68	1.29%	\$ 1,229	\$ 1,229	\$ 1,229	\$ 3,686
City of Glendale	19,587.50	6.32%	\$ 6,007	\$ 6,007	\$ 6,007	\$ 18,022
City of Hidden Hills	961.03	0.31%	\$ 295	\$ 295	\$ 295	\$ 884
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,697	\$ 1,697	\$ 1,697	\$ 5,092

^{1.} LACFCD will retain its own CASQA membership.

^{2.} Assumes 5% escalation per year for CASQA fees.

City of Montebello	5,356.38	1.73%	\$ 1,643	\$ 1,643	\$ 1,643	\$ 4,928
City of Monterey Park	4,951.51	1.60%	\$ 1,519	\$ 1,519	\$ 1,519	\$ 4,556
City of Pasadena	14,805.30	4.78%	\$ 4,541	\$ 4,541	\$ 4,541	\$ 13,622
City of Rosemead	3,310.87	1.07%	\$ 1,015	\$ 1,015	\$ 1,015	\$ 3,046
City of San Fernando	1,517.64	0.49%	\$ 465	\$ 465	\$ 465	\$ 1,396
City of San Gabriel	2,644.87	0.85%	\$ 811	\$ 811	\$ 811	\$ 2,433
City of San Marino	2,409.64	0.78%	\$ 739	\$ 739	\$ 739	\$ 2,217
City of South El Monte	1,594.16	0.51%	\$ 489	\$ 489	\$ 489	\$ 1,467
City of South Pasadena	2,186.20	0.71%	\$ 670	\$ 670	\$ 670	\$ 2,011
City of Temple City	2,576.50	0.83%	\$ 790	\$ 790	\$ 790	\$ 2,371
Total	309,757.32	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000

^{1.} SGVCOG fee is \$100,000 per year and covers both Monitoring Services and WMP-related tasks.

^{2.} LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

EXHIBIT C

Upper Los Angeles River Watershed Management Area CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: alfredo.magallanes@lacity.org Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Mark Lombos E-mail: mlombos@dpw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Jalaine Verdiner E-mail: jquintr@dpw.lacounty.gov Phone: (626) 300-4666
City of Alhambra	David Dolphin
111 South First Street	E-mail: DDOLPHIN@cityofalhambra.org
Alhambra, CA 91801-3796	Phone: (626) 300-1571
City of Burbank	Stephen Walker
P.O. Box 6459	E-mail: SWalker@burbankca.gov
Burbank, CA 91510	Phone: (818) 238-3804
City of Calabasas	Tatiana Holden
100 Civic Center Way	E-mail: tholden@cityofcalabasas.com
Calabasas, CA 91302-3172	Phone: (818) 224-1600
City of Glendale	Maurice Oillataguerre
Engineering Section, 633 East Broadway, Room 209	E-mail: moillataguerre@glendaleca.gov
Glendale, CA 91206-4308	Phone: (818) 550-4511
City of Hidden Hills	Joe Bellomo
6165 Spring Valley Road	E-mail: jbellomo@willdan.com
Hidden Hills, CA 91302	Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Patrick DeChellis E-mail: pdechellisi@lcf.ca.gov Phone: (818) 790-8882

EXHIBIT C

Upper Los Angeles River Watershed Management Group Responsible Agencies Representatives

City of Montebello	James A. Enriquez
1600 W Beverly Blvd	E-mail: jenriquez@cityofmontebello.com
Montebello, CA 90640	Phone: 323-887-1200
Workebello, OA 90040	1 Hone. 323-007-1200
	Rita Montalvo
	E-mail: rmontalvo@cityofmontebello.com
	Phone: 323-887-1200 Ext 469
	Xochitl Tipan
320 West Newmark Avenue	E-mail: xtipan@montereypark.ca.gov
Monterey Park, CA 91754-2896	Phone: (626) 307-1383
	Thoma: (020) 001 1000
City of Pasadena	Dawn Petschauer
100 N Garfield Ave	E-mail: dpetschauer@cityofpasadena.net
3rd Floor, N306	Phone: (626) 744-3929
Pasadena, CA 91101-1726	(020) 0020
r adadena, ort or to i-1720	
Oit of December 1	Michael Oborn
	Michael Chung
8838 East Valley Blvd.	E-mail: mchung@cityofrosemead.org
Rosemead, CA 91770-1787	Phone: (626) 569-2158
	Eddie Chan
	244.5 4.14.1
	E-mail: echan@cityofrosemead.org
	Phone: (626) 569-2154
City of San Fernando	Kenneth Jones
117 Macneil Street	Email: kjones@sfcity.org
San Fernando, CA 91340	Phone: (818) 898-1240
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City of San Gabriel	Greg De Vinck
425 South Mission Avenue	E-mail: gdevinck@sgch.org
San Gabriel, CA 91775	Phone: (626) 308 - 2825
	One control Hamman day
	Capucine Hernandez
	E-mail: chernandez@sgch.org
	Phone: (626) 308-2825
	Amber Shah
2200 Huntington Drive	E-mail: ashah@cityofsanmarino.org
San Marino, CA 91108-2691	Phone: (626) 300 - 0787
City of South El Monte	Rene Salas
1415 Santa Anita Ave.	E-mail: rsalas@soelmonte.org
South El Monte, CA 91733	Phone: (626) 579-6540
, 22	Fax: (626) 579-2409
City of South Pasadona	Ted Gerber
City of South Pasadena 1414 Mission Street	
	E-mail: tgerber@southpasadenaca.gov Phone: (626) 403-7240
	PHONE (DZD) 4U.5-7.74U
South Pasadena, CA 91020-3298	1 Helie. (626) 166 72 16

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1333 Mayflower Avenue, Suite 360 Monrovia, CA 91016	Marisa Creter Email: mcreter@sgvcog.org Phone: (626) 457-1800

EXHIBIT D
Upper Los Angeles River Watershed

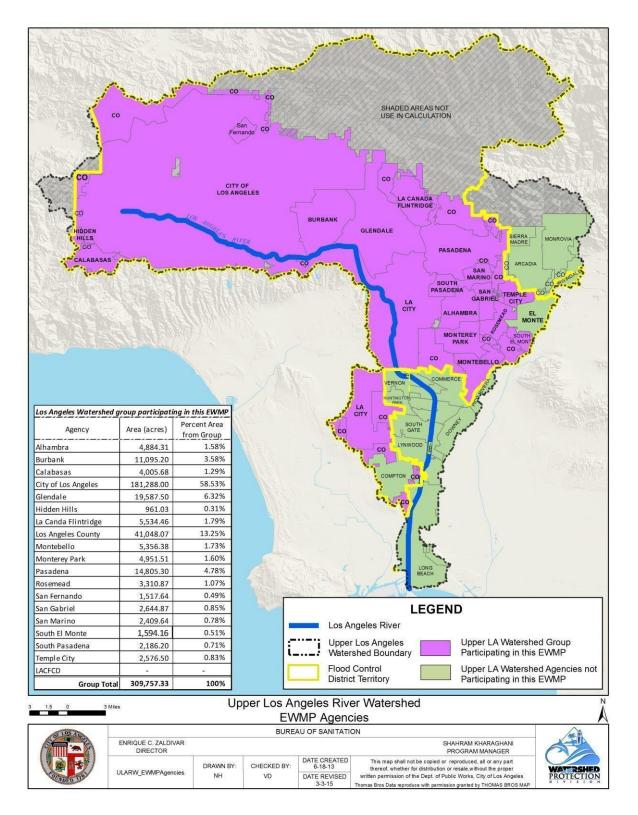


EXHIBIT E

Reconciliation Template

[the line items shown in this Exhibit are placeholders and are subject to change]

CIMP COMPONENT RECONCILIATION

CIMP Component - General Monitoring						
General Monitoring	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

CIMP Component - Non-Stormwater Monitoring						
Non-Stormwater Monitoring	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

CIMP Component - Total	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

WMP COMPONENT RECONCILATION

WMP MOA Table Item	Budget (MOA)	Actual (To Date)	Anticipated (To End of MOA)	Balance
Annual Report	\$			
Adaptive Management	\$			
Los Angeles Report of Waste Discharge	\$			
ULAR LRS Funds	\$			
ULAR Trash Monitoring & Reporting Plan	\$			
Special Studies	\$			
ULAR 2017 Report of Waste Discharge (ROWD)	\$			
Total	\$			

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND ENHANCED WATERSHED MANAGEMENT PLAN (EWMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, for the purpose of this MOA, the term PARTIES shall mean the Cities of Los Angeles, Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, Temple City, Los Angeles

County Flood Control Districts (LACFCD), and the County of Los Angeles (COUNTY); and the term CITY shall mean only the City of Los Angeles; and the term SGVCOG shall mean the San Gabriel Valley Council of Government; and

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board has adopted National Pollutant Discharge Elimination System MS4 Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles Watershed Management Area as identified in Exhibit E of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Upper Los Angeles Watershed Management Area as identified in Exhibit E of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the EWMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was approved by the Regional Board on November 18, 2015; and

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES of the CIMP and the EWMP-RELATED TASKS on the PARTIES' behalf, and the PARTIES have agreed to pay the CITY for their services as indicated in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B, respectively, of this MOA; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES and EWMP-RELATED TASKS, at a cost not to exceed those shown in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and EWMP-RELATED TASKS and pay the CITY; (b) administer this MOA; and (c) negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for cost-sharing of MONITORING SERVICES; and (d) negotiate, enter into agreements with consultant(s) to execute services to uphold the SERVICES and TASKS of this MOA; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed \$6,758,892 as shown in Table 1 of Exhibit C; and.

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and EWMP based on the Distributed Cost contained in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B, respectively, of this MOA; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA; and

WHEREAS, individual NPDES permit holders that are not PARTIES may wish to participate in the MONITORING SERVICES for individual permit compliance; and

WHEREAS, the PARTIES contemplate allowing such individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES; and

WHEREAS, the SGVCOG agrees to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOA) for MONITORING SERVICES cost-sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the PARTIES contemplate that the invoicing table in Exhibit C will be modified as appropriate and each PARTY's proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

- NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES, and SGVCOG agree as follows:
- Section 1. <u>Recitals.</u> The recitals set forth above are true and correct and fully incorporated into this MOA.
- Section 2. <u>Purpose.</u> The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and TASKS of the Upper Los Angeles River Watershed Management Area Group CIMP and EWMP and to authorize the SGVCOG to administer the cost sharing.
- Section 3. <u>Cooperation.</u> The PARTIES and the SGVCOG shall fully cooperate with one another to attain the purposes of this MOA.
- Section 4. <u>Voluntary.</u> The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and EWMP-RELATED TASKS and authorize the SGVCOG to administer the cost-sharing.
- Section 5. <u>Term.</u> This MOA shall become effective on the date the last PARTY executes this MOA and shall remain in effect for five (5) years from the effective date or until June 30th, 2023, or whichever is later. The MOA may be extended, through an executed amendment, for an additional three (3) years.
- Section 6. <u>Commitment.</u> Once effective, all cooperating PARTIES and the SGVCOG agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AND SGVCOG AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES' submittal of the MS4 Permit Annual Report. The CITY reserves the right to modify this MOA, through a written amendment to be approved by all PARTIES, when conditions, such as, but not limited to, expansion of CIMP requirements, additional EWMP-RELATED TASKS impact annual costs.
- b. <u>Reporting.</u> The PARTIES authorize the CITY to prepare and submit semi-annual and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) businesses days prior to submittal to the Regional Board. The PARTIES may

- review the monitoring report and submit comments to the CITY prior to its submittal to the Regional Board.
- c. <u>Invoicing.</u> The SGVCOG will invoice all PARTIES, except the CITY, in annual amounts not exceeding the invoice amounts shown in Table 1 of Exhibit C. SGVCOG will pay the CITY, the difference between the funds collected and the sum of administrative costs, the CITY's portion of shared costs for MONITORING SERVICES and EWMP-RELATED TASKS. The annual invoices will be issued in May of each calendar year in anticipation of the expected monitoring cost for the next fiscal year. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES and EWMP-RELATED TASKS completed during each annual payment term by October 31st of the following year. Contingency and other funds shall be retained by SGVCOG to be used at the discretion of the PARTIES. The PARTIES will form a Technical Advisory Committee (TAC) subcommittee to verify the accounting, monitoring and other work completed and the amount of the invoices before the SGVCOG remits payment back to the CITY.
- d. Additional Studies. The PARTIES agree that preparing grant applications, and/or conducting watershed-wide special studies, monitoring with other watershed groups, conducting other collaborative activities for the purpose of complying with the MS4 Permit may be funded by the Parties subject to the terms of this MOA, provided that there are available excess contract funds or contingency funds available to fund these activities. Prior to the performance of any such activities, all PARTIES must provide written approval of the activities and revise Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B showing which PARTIES will be funding the activities and in what amounts.
- a. <u>Contracting.</u> The PARTIES contemplate allowing other individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES. In the event that another NPDES permit holder wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permit holder (which shall not become a party to this MOA) for MONITORING SERVICES cost sharing purposes. If other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the invoicing tables in Exhibit C shall be modified as appropriate and each PARTIES' proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

Section 8. Payment.

a. <u>Annual Payment.</u> Each PARTY shall pay the SGVCOG for its proportional share of the estimated cost for MONITORING SERVICES and EWMP-RELATED

TASKS including SGVCOG's fees as shown in Table 4 of Exhibit A and Table 3 of Exhibit B, within sixty (60) days of receipt of the invoice from the SGVCOG. The SGVCOG will remit payment to the CITY within sixty (60) days of receipt of payments from the other PARTIES, noting any delinquent payments that remain due after deducting the SGVCOG's administrative fixed fee as set forth in Table 4 of Exhibit A and Table 3 of Exhibit B and twelve hundred and thirty dollars (\$1,230) per individual permittee agreement. The invoicing amounts presented in Exhibit C have been agreed upon by the PARTIES and are subject to change, through a written amendment, to address unforeseen challenges.

- b. <u>Program Management Fee.</u> The costs of MONITORING SERVICES in Exhibit A and EWMP-RELATED TASKS in Exhibit B include a Program Management Fee for facilitation of this MOA by the SGVCOG in the combined amount of \$100,000 per year as shown in Table 4 of Exhibit A and Table 3 of Exhibit B.
- c. Contingency. The CITY and the SGVCOG will notify the PARTIES if actual expenditures for MONITORING SERVICES and/or EWMP-RELATED TASKS are anticipated to exceed the cost estimates contained in Exhibit A and B. Inasmuch, the MONITORING SERVICES may be adaptable to sampling events during an event that may preclude the CITY from notifying the PARTIES, and the CITY may incur cost greater than the contract estimates contained in Exhibit A. The PARTIES agree to pay the CITY (through SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed ten percent (10%) of their proportional annual cost as shown in Table 1 of Exhibit C. Any costs which exceed this ten percent (10%) contingency will require an amendment to this MOA. These funds will be held by SGVCOG until such time as they are needed.
- d. <u>Reconciliation of this MOA.</u> Any unexpended funds held by SGVCOG at the termination of this MOA will be refunded or credited to the PARTIES by the SGVCOG, as requested in writing by each PARTY and in accordance with the distributed cost formula set forth in Tables 1 of Exhibit C or PARTIES may elect to roll-over unexpended funds to cover monitoring expenses in the subsequent MOA. At the end of the MOA, the SGVCOG will provide the PARTIES with an accounting of actual expenditures within ninety (90) days.
- e. <u>Late Payment Penalty.</u> Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made within one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made within thirty one (31) to sixty (60) days after the due date. The Prime Rate in

- effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.
- f. <u>Delinquent Payments.</u> A payment is considered to be delinquent one hundred and eighty (180) days after receipt of the invoice from the SGVCOG. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from SGVCOG counsel; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP or EWMP. If the PARTY or PARTIES remain delinquent after the above procedures, then that PARTY's participation in this MOA will be deemed terminated, and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit C.

Section 9. THE PARTIES FURTHER AGREE:

- a. <u>Documentation.</u> The PARTIES agree to provide at no cost to the City all requested information and documentation in their possession that is deemed necessary by the PARTIES to perform the MONITORING SERVICES and EWMP-RELATED TASKS.
- b. Access. Each PARTY shall allow the City or its contractor reasonable access and entry to—on an as- needed basis during the term of this MOA—certain facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary for the CITY or its contractor to perform MONITORING SERVICES and EWMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Each PARTY agrees that due to certain monitoring activities, such as toxicity testing, the total cost of this MOA is not inclusive of those activities that may be required to successfully complete the analyses. Thus, the PARTIES agree to

fund the required additional work when the CITY notifies them that the activity has taken place. The PARTIES agree to pay the CITY (through the SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed their proportional annual cost plus the ten percent (10%) contingency as shown in Exhibit A. No PARTY will be obligated to pay for additional expenditures which exceed this amount absent an amendment to this MOA.

d. Reporting. The CITY shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) business days prior to its intended date of submittal to the Regional Board. The PARTIES may review the reports and submitted comments to the CITY prior to its submittal to the Regional Board. The CITY has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

Section 10. Indemnification

- a. Each PARTY and the SGVCOG shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- b. In light 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 in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

a. Any PARTY including the SGVCOG may withdraw from this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly

responsible for their share of the costs of MONITORING SERVICES and EWMP-RELATED TASKS for the extent of the effective term of this MOA. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or EWMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

- b. The SGVCOG shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate this MOA.
- c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- d. EQUIPMENT Ownership Devices such as, automatic sampling stations inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES and/or SGVCOG at the addresses set forth in Exhibit D attached hereto and incorporated herein by reference. PARTIES and SBCCOG shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit D. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.

- b. <u>Administration</u>. For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit D. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. <u>Relationship of the Parties</u>. The parties to this MOA are, and shall at all times remain as to each other, wholly independent entities. No party to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party.
- d. <u>Binding Effect.</u> This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each party to this MOA; provided, however, no party may assign its respective rights or obligations under this MOA without the prior written consent of the other parties.
- e. <u>Amendment.</u> The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit D or by a responsible individual as determined by each PARTY.
- f. <u>Law to Govern.</u> This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g. <u>No Presumption in Drafting</u>. The parties to this MOA agree that the general rule that an MOA is to be interpreted against the party drafting it, or causing it to be prepared shall not apply.
- h. <u>Severability</u>. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- i. <u>Entire Agreement.</u> This MOA constitutes the entire agreement of the parties to this MOA with respect to the subject matter hereof.

- j. <u>Waiver</u>. Waiver by any party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- k. <u>Counterparts.</u> This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all parties to this MOA.
- I. All parties to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and SGVCOG and shall be rectified by amending this MOA as described in Section 12(e).

IN WITNESS WHEREOF, the PARTIES and SBCCOG hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By angel Herge-Moody	6/21/18
Mark Pest ella, Director of Public Works	Date

APPROVED AS TO FORM:

Mary C. Wickham County Counsel

By Deputy Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By Mark Postrolla Chief Praincer

(e | Z1 | 18 Date

APPROVED AS TO FORM:

Mary C. Wickham County Counsel

Ву

Deputy/

5/8/18 Date

CITY OF ALHAMBRA

Stephen Sham
Mayor

3/24/18 Date

APPROVED AS TO CONTENT:

Ву_

Lauren Myles City Clerk

APPROVED AS TO FORM:

Joseph M. Montes, Esq.

City Attorney

CITY OF LOS ANGELES

Date:

Kevin James, President Board of Public Works

ATTEST:

Holly Wolcott Interim City Clerk

2-13-19

C-132782



APPROVED AS TO FORM:

Michael N. Feuer City Attorney

Adena M. Hopenstand

Deputy City Attorney

THE CITY OF BURBANK

Dated: April 17, 2018

CITY OF BURBANK

Emily Gabel-Luddy, Mayor

ATTEST:

Zizette Mullins, OMC, City Clerk

APPROVED AS TO FORM:

Joseph H. McDougall, Senior Assistant City Attorney

CITY OF CALABASAS

Dated: _______

CITY OF CALABASAS

Ву

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC

City Clerk

APPROVED AS TO FORM:

Scott Howard,

Colantuono, Highsmith & Whatley, PC

City Attorney

CITY OF GLENDALE

Dated: 5/29/18

CITY OF GLENDALE

By

Zareh Sinanyan, Mayor

ATTEST:

Yasmin K. Beers, City Manager

APPROVED AS TO FORM:

Michael Garcia, City Attorney

15/18

68,524 86 476,859.00

V

CITY OF HIDDEN HILLS

Dated:///2-/8/

CITY OF HIDDEN HILLS

By

Steve Freedland, Mayor

ATTEST:

Deana L. Graybill, CMC, City Clerk

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

CITY OF LA CANADA FLINTRIDGE

Dated: 6/5/18

CITY OF LA CANADA FLINTRIDGE

Ву

Terry ₩alker, Mayor

ATTEST:

Mark R. Alexander, City Manager

APPROVED AS TO FORM:

Mark Steres, City Attorney

THE CITY OF MONTEBELLO

Dated: A/12/17

CITY OF MONTEBELLO

Andrew G. Pasmant, Acting City Manager

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEREY PARK

Date:	By: Jan
	Ron Bow, City Manager
ATTEST:	
By: Vincent D. Chang, City Clerk	
Vincent D. Chang, City Clerk	
APPROVED AS TO FORM:	

Karl H. Berger, Assistant City Attorney

CITY OF PASADENA

Dated: 7-13-16

CITY OF PASADENA

Ву

JULIE A.GUTIERREZ
Assistant City Manager

ATTEST:

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

Brad L. Fuller, Assistant City Attorney

CITY OF ROSEMEAD

Dated: May 9,2018

CITY OF ROSEMEAD

Gloria Molleda, City Manager

ATTEST:

Ericka Hernandez, City Clerk

APPROVED AS TO FORM:

Rachel H. Richman, City Attorney Burke, Williams & Sorensen, LLP

CITY OF SAN FERNANDO

Dated:	CITY OF SAN FERNANDO By Alexander P. Meyerhoff, City Manager
ATTEST:	
Yuna y Charles	

Elena G. Chávez, City Clerk

Rick R. Olivarez, City Attorney
Richano Padila, Dsst. City Ptty

CITY OF SAN GABRIEL

Dated: June 19, 2018

CITY OF SAN GABRIEL

Ву_

Mark Lazzaretto, City Manager

ATTEST:

Sharon F. Clark, Chief City Clerk

APPROVED AS TO FORM:

Keith Lemieux, City Attorney ASSY.

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CITY OF SAN MARINO

Dated: 5 19 19

CITY OF SAN MARING

Ву

Steve Talt, Mayo

ATTEST:

Marcella Marlowe, City Manager

APPROVED AS TO FORM:

Steven Flower, City Attorney

CITY OF SOUTH EL MONTE

Dated: Jule Up, 2018

CITY OF SOUTH EL MONTE

Ву

Jennifer Vasquez, Oity Manage

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Quinn Barrow, City Attorney

CITY OF SOUTH PASADENA

Dated: 5 11 8 CITY OF SOUTH PASADENA

Stephanie DeWolfe, City Manager

ATTEST:

Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

CITY OF THE TEMPLE CITY

Date: 1-16-2018

CITY OF TEMPLE CITY

Cynthia Sternquist, Mayor

ATTEST:

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Date:	By: Quel Strates Eventure Bloods
	Marisa Creter, Executive Director

APPROVED AS TO FORM:

Bv:

Kimberly Hall Barlow
Counsel for the SGVCOG

EXHIBIT A

Upper Los Angeles River Enhanced Watershed Management Area CIMP Implementation Costs

Table 1. Exhibit A Distribution of Total Estimated Cost for Implementing the ULAR CIMP.

Agency	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD	\$41,269	\$57,360	\$34,536	\$34,556	\$51,127	\$218,848
City of Los Angeles	\$448,136	\$637,212	\$373,145	\$373,145	\$580,367	\$2,412,005
County of Los Angeles	\$110,198	\$132,588	\$94,952	\$95,161	\$116,540	\$549,439
City of Alhambra	\$11,184	\$10,053	\$10,053	\$10,053	\$10,053	\$51,398
City of Burbank	\$25,406	\$42,837	\$22,837	\$22,837	\$54,168	\$168,086
City of Calabasas	\$23,640	\$70,648	\$8,245	\$8,245	\$8,245	\$119,023
City of Glendale	\$44,852	\$71,702	\$40,317	\$40,317	\$88,532	\$285,720
City of Hidden Hills	\$5,496	\$15,915	\$1,978	\$1,978	\$1,978	\$27,345
City of La Canada Flintridge	\$12,673	\$14,057	\$11,392	\$11,392	\$15,314	\$64,827
City of Montebello	\$12,265	\$11,025	\$11,025	\$11,025	\$11,025	\$56,365
City of Monterey Park	\$11,338	\$10,192	\$10,192	\$10,192	\$10,192	\$52,105
City of Pasadena	\$33,902	\$30,693	\$30,474	\$30,474	\$30,857	\$156,399
City of Rosemead	\$7,581	\$6,815	\$6,815	\$6,815	\$6,815	\$34,840
City of San Fernando	\$3,475	\$4,623	\$3,124	\$3,124	\$5,359	\$19,705
City of San Gabriel	\$6,056	\$5,444	\$5,444	\$5,444	\$5,444	\$27,832
City of San Marino	\$5,518	\$4,960	\$4,960	\$4,960	\$4,960	\$25,357
City of South El Monte	\$11,484	\$11,271	\$11,431	\$11,594	\$11,760	\$57,541
City of South Pasadena	\$5,006	\$4,500	\$4,500	\$4,500	\$4,500	\$23,005
City of Temple City	\$5,900	\$5,303	\$5,303	\$5,303	\$5,303	\$27,113

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Total Estimated Cost of CIMP \$825,379 \$1,1	,147,199 \$69	590,722 \$	691,114	\$1,022,538	\$4,376,952
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Table 2. Exhibit A Distribution of General Monitoring Costs.

CIMP Component	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	\$273,744	\$273,744	\$273,744	\$273,744	\$273,744	\$1,368,720
Stormwater Outfall Monitoring	\$80,009	\$80,009	\$80,009	\$80,009	\$80,009	\$400,044
Non-Stormwater Outfall Monitoring		(NSWO cos	sts are distributed a	ccording to sub-w	atershed)	
Data Management (15%)	\$53,063	\$53,063	\$53,063	\$53,063	\$53,063	\$265,315
Capital Expenses	\$96,906	\$21,000	\$21,000	\$21,000	\$21,000	\$180,906
Operation & Maintenance Expenses	\$9,414	\$9,414	\$9,414	\$9,414	\$9,414	\$47,072
Contracted Services: Annual Report, Data Tools, On-call support	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Program Management (5%)	\$30,157	\$26,362	\$26,362	\$26,362	\$26,362	\$135,603
General Monitoring Costs (Sub-Total)	\$633,293	\$553,592	\$553,592	\$553,592	\$553,592	\$2,847,659
Contingency (10%)	\$63,329	\$55,359	\$55,359	\$55,359	\$55,359	\$284,766
Annual Escalation (0%, 2%, 2%, 2%, 2%)	\$0	\$12,179	\$12,179	\$12,179	\$12,179	\$48,716
General Monitoring Costs (Total)	\$696,622	\$621,130	\$621,130	\$621,130	\$621,130	\$3,181,141

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)		(400)	\$34,831	\$31,056	\$31,056	\$31,056	\$31,056	\$159,057
City of Los Angeles	181,288.00	58.53%	\$387,319	\$345,345	\$345,345	\$345,345	\$345,345	\$1,768,699
County of Los Angeles	41,048.07	13.25%	\$87,698	\$78,195	\$78,195	\$78,195	\$78,195	\$400,477
City of Alhambra	4,884.31	1.58%	\$10,435	\$9,304	\$9,304	\$9,304	\$9,304	\$47,653
City of Burbank	11,095.20	3.58%	\$23,705	\$21,136	\$21,136	\$21,136	\$21,136	\$108,248
City of Calabasas	4,005.68	1.29%	\$8,558	\$7,631	\$7,631	\$7,631	\$7,631	\$39,081
City of Glendale	19,587.50	6.32%	\$41,848	\$37,313	\$37,313	\$37,313	\$37,313	\$191,101
City of Hidden Hills	961.03	0.31%	\$2,053	\$1,831	\$1,831	\$1,831	\$1,831	\$9,376
City of La Canada Flintridge	5,534.46	1.79%	\$11,824	\$10,543	\$10,543	\$10,543	\$10,543	\$53,996

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^{1.} The Total Estimated Cost for each agency is the sum of General Monitoring Costs (refer to Table 2, Exhibit A) plus the costs for Non-Stormwater Outfall Monitoring (refer to Table 3a-j, Exhibit A), Legg Lake Receiving Water Monitoring, and SGVCOG annual fee.

Total	309,757.32	100%	\$696,622	\$621,130	\$621,130	\$621,130	\$621,130	\$3,181,141
City of Temple City	2,576.50	0.83%	\$5,505	\$4,908	\$4,908	\$4,908	\$4,908	\$25,137
City of South Pasadena	2,186.20	0.71%	\$4,671	\$4,165	\$4,165	\$4,165	\$4,165	\$21,329
City of South El Monte	1,594.16	0.51%	\$3,406	\$3,037	\$3,037	\$3,037	\$3,037	\$15,553
City of San Marino	2,409.64	0.78%	\$5,148	\$4,590	\$4,590	\$4,590	\$4,590	\$23,509
City of San Gabriel	2,644.87	0.85%	\$5,651	\$5,038	\$5,038	\$5,038	\$5,038	\$25,804
City of San Fernando	1,517.64	0.49%	\$3,242	\$2,891	\$2,891	\$2,891	\$2,891	\$14,807
City of Rosemead	3,310.87	1.07%	\$7,074	\$6,307	\$6,307	\$6,307	\$6,307	\$32,302
City of Pasadena	14,805.30	4.78%	\$31,631	\$28,203	\$28,203	\$28,203	\$28,203	\$144,445
City of Monterey Park	4,951.51	1.60%	\$10,579	\$9,432	\$9,432	\$9,432	\$9,432	\$48,308
City of Montebello	5,356.38	1.73%	\$11,444	\$10,204	\$10,204	\$10,204	\$10,204	\$52,258

Note

- General Monitoring Costs include all required monitoring elements in the CIMP, except for Non-Stormwater Outfall Monitoring and Receiving water monitoring in Echo Park Lake, Lake
 Calabasas, and Legg Lake.
- 2. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Upper Los Angeles River watershed.
- 8. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the General Monitoring Costs, which is subtracted before the costs are distributed among the other Parties.
- 4. Area (acres) determined by GIS analysis as shown in Exhibit C.
- 5. Agency Percent Area = (Agency Area / Total Area) x 100%
- 6. Distributed Cost to each Party = [(Total of General Monitoring Costs LACFD 5%) x Agency Percent Area] / 100%.

Table 3A Exhibit A Distribution of Costs for Non-Stormwater Outfall Monitoring in Aliso Canyon Wash

Non-Stormwater Outfall Monitoring (ACW)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$13,784	\$0	\$0	\$0	\$0	\$13,784
Non-Stormwater Outfall Monitoring	\$0	\$58,132	\$0	\$0	\$0	\$58,132
Data Management (15%)	\$2,068	\$8,720	\$0	\$0	\$0	\$10,788
Program Management (5%)	\$793	\$3,343	\$0	\$0	\$0	\$4,135
Monitoring Cost Sub-Total	\$16,645	\$70,195	\$0	\$0	\$0	\$86,839
Contingency (10%)	\$1,664	\$7,019	\$0	\$0	\$0	\$8,684
Annual Escalation (0%, 2%, 2%)	\$0	\$1,544	\$0	\$0	\$0	\$1,544
Aliso Canyon Wash (Total)	\$18,309	\$78,759	\$0	\$0	\$0	\$97,068

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	1992		\$915	\$3,938	\$0	\$0	\$0	\$4,853
City of Los Angeles	11,604.43	86.31%	\$15,013	\$64,581	\$0	\$0	\$0	\$79,594
County of Los Angeles	1,839.94	13.69%	\$2,380	\$10,240	\$0	\$0	\$0	\$12,620
ACW (Total)	13,444.37	100%	\$18,309	\$78,759	\$0	\$0	\$0	\$97,068

Table 3B Exhibit A (McCoy Canyon)

Non-Stormwater Outfall Monitoring (McCoy Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$8,971	\$0	\$0	\$0	\$0	\$8,971
Non-Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
Data Management (15%)	\$1,346	\$5,691	\$0	\$0	\$0	\$7,036
Program Management (5%)	\$516	\$2,181	\$0	\$0	\$0	\$2,697
Monitoring Cost Sub-Total	\$10,833	\$45,809	\$0	\$0	\$0	\$56,642
Contingency (10%)	\$1,083	\$4,581	\$0	\$0	\$0	\$5,664
Annual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
McCoy Canyon (Total)	\$11,916	\$51,397	\$0			\$63,314

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)		24	\$596	\$2,570	\$0	\$0	\$0	\$3,166
City of Los Angeles	161.26	5.28%	\$597	\$2,576	\$0	\$0	\$0	\$3,174
County of Los Angeles	237.07	7.76%	\$878	\$3,788	\$0	\$0	\$0	\$4,666
City of Calabasas	1,820.64	59.57%	\$6,744	\$29,089	\$0	\$0	\$0	\$35,833
City of Hidden Hills	837.12	27.39%	\$3,101	\$13,375	\$0	\$0	\$0	\$16,476
McCoy Canyon (Total)	3,056.09	100%	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Note:

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Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.

Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

- Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs LACFD 5%) x Agency Percent Area] / 100%

Table 3C Exhibit A (Dry Canyon)

Non-Stormwater Outfall Monitoring (Dry Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$8,971	\$0	\$0	\$0	\$0	\$8,971
Non-Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
Data Management (15%)	\$1,346	\$5,691	\$0	\$0	\$0	\$7,036
Program Management (5%)	\$516	\$2,181	\$0	\$0	\$0	\$2,697
Monitoring Cost Sub-Total	\$10,833	\$45,809	\$0	\$0	\$0	\$56,642
Contingency (10%)	\$1,083	\$4,581	\$0	\$0	\$0	\$5,664
Annual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
Dry Canyon (Total)	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)			\$596	\$2,570	\$0	\$0	\$0	\$3,166
City of Los Angeles	746.31	25.07%	\$2,838	\$12,241	\$0	\$0	\$0	\$15,079
County of Los Angeles	199.50	6.70%	\$759	\$3,272	\$0	\$0	\$0	\$4,031
City of Calabasas	2,031.13	68.23%	\$7,724	\$33,314	\$0	\$0	\$0	\$41,038
Dry Canyon (Total)	2,976.94	100%	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Note:

- Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
 Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs ~ LACFD 5%) x Agency Percent Area] / 100%

Table 3D Exhibit A (Bell Creek)

Non-Stormwater Outfall Monitoring (Bell Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total

Non-Stormwater Outfall Monitoring \$0 \$37,937 \$0 \$0 \$ Data Management (15%) \$2,008 \$5,691 \$0 \$0 \$ Program Management (5%) \$770 \$2,181 \$0 \$0 \$ Monitoring Cost Sub-Total \$16,167 \$45,809 \$0 \$0 \$ Contingency (10%) \$1,617 \$4,581 \$0 \$0 \$	Creek (Total)	\$17,784	\$51,397	\$0	\$0	\$0	\$69,181
Non-Stormwater Outfall Monitoring \$0 \$37,937 \$0 \$0 \$ Data Management (15%) \$2,008 \$5,691 \$0 \$0 \$ Program Management (5%) \$770 \$2,181 \$0 \$0 \$ Monitoring Cost Sub-Total \$16,167 \$45,809 \$0 \$0 \$	nnual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
Non-Stormwater Outfall Monitoring \$0 \$37,937 \$0 \$0 \$ Data Management (15%) \$2,008 \$5,691 \$0 \$0 \$ Program Management (5%) \$770 \$2,181 \$0 \$0 \$	ontingency (10%)	\$1,617	\$4,581	\$0	\$0	\$0	\$6,198
Non-Stormwater Outfall Monitoring \$0 \$37,937 \$0 \$0 \$ Data Management (15%) \$2,008 \$5,691 \$0 \$0 \$	itoring Cost Sub-Total	\$16,167	\$45,809	\$0	\$0	\$0	\$61,976
Non-Stormwater Outfall Monitoring \$0 \$37,937 \$0 \$0 \$	ogram Management (5%)	\$770	\$2,181	\$0	\$0	\$0	\$2,951
	Management (15%)	\$2,008	\$5,691	\$0	\$0	\$0	\$7,699
Inventory and 6 screening Events \$13,389 \$0 \$0 \$0 \$0 \$	Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
440,000	ntory and 6 screening Events	\$13,389	\$0	\$0	\$0	\$0	\$13,389

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	22	= =	\$889	\$2,570	\$0	\$0	\$0	\$3,459
City of Los Angeles	9,281.64	86.24%	\$14,569	\$42,107	\$0	\$0	\$0	\$56,676
County of Los Angeles	1,357.60	12.61%	\$2,131	\$6,159	\$0	\$0	\$0	\$8,290
City of Hidden Hills	123.92	1.15%	\$195	\$562	\$0	\$0	\$0	\$757
Bell Creek (Total)	10,763.16	100%	\$17,784	\$51,397	\$0	\$0	\$0	\$69,181

Table 3E Exhibit A (Segment C)

Non-Stormwater Outfall Monitoring (Segment C)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total		
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360		
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$49,024	\$0		
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$7,354	\$4,254		
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,819	\$1,631		
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$59,197	\$34,244		
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,920	\$3,424		
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,302	\$0		
Segment C (Total)	\$0	\$37,669	\$0	\$0	\$66,419	\$104,087		

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Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	THE RESERVE	75	\$0	\$1,883	\$0	\$0	\$3,321	\$5,204
City of Los Angeles	23,633.48	69.45%	\$0	\$24,853	\$0	\$0	\$43,821	\$68,674
County of Los Angeles	300.53	0.88%	\$0	\$316	\$0	\$0	\$557	\$873
City of Burbank	3,401.83	10.00%	\$0	\$3,577	\$0	\$0	\$6,308	\$9,885
City of Glendale	6,496.20	19.09%	\$0	\$6,831	\$0	\$0	\$12,045	\$18,877
City of Pasadena	197.70	0.58%	\$0	\$208	\$0	\$0	\$367	\$574
Segment C (Total)	34,029.74	100%	\$0	\$37,669	\$0	\$0	\$66,419	\$104,087

Table 3F Exhibit A (Verdugo Wash)

Non-Stormwater Outfall Monitorin	g (Verdugo Was	sh)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events			\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	3		\$0	\$0	\$0	\$0	\$40,916	\$0
Data Management (15%)			\$0	\$4,254	\$0	\$0	\$6,137	\$4,254
Program Management (5%)			\$0	\$1,631	\$0	\$0	\$2,353	\$1,631
Monitoring Cost Sub-Total			\$0	\$34,244	\$0	\$0	\$49,406	\$34,244
Contingency (10%)			\$0	\$3,424	\$0	\$0	\$4,941	\$3,424
Annual Escalation (0%, 2%, 2%)			\$0	\$0	\$0	\$0	\$1,087	\$0
Verdugo Wash(Total)			\$0	\$37,669	\$0	\$0	\$55,434	\$93,102
Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)		(99)	\$0	\$1,883	\$0	\$0	\$2,772	\$4,655
City of Los Angeles	1,276.17	6.68%	\$0	\$2,389	\$0	\$0	\$3,515	\$5,904

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Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
 Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Verdugo Wash (Total)	19,117.77	100%	\$0	\$37,669	\$0	\$0	\$55,434	\$93,102
City of Pasadena	6.08	0.03%	\$0	\$11	\$0	\$0	\$17	\$28
City of Glendale	12,740.31	66.64%	\$0	\$23,848	\$0	\$0	\$35,095	\$58,942
City of La Canada Flintridge	1,424.01	7.45%	\$0	\$2,665	\$0	\$0	\$3,923	\$6,588
County of Los Angeles	3,671.20	19.20%	\$0	\$6,872	\$0	\$0	\$10,113	\$16,985

Table 3G Exhibit A (Burbank Western Channel)

Non-Stormwater Outfall Monitoring (BWC)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$42,363	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$6,355	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,436	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$51,154	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,115	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,125	\$0
Burbank Western Channel (Total)	\$0	\$37,669	\$0	\$0	\$57,395	\$95,063

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)		-	\$0	\$1,883	\$0	\$0	\$2,870	\$4,753
City of Los Angeles	8,749.20	52.19%	\$0	\$18,676	\$0	\$0	\$28,457	\$47,133
City of Burbank	7,693.45	45.89%	\$0	\$16,423	\$0	\$0	\$25,023	\$41,445
City of Glendale	321.42	1.92%	\$0	\$686	\$0	\$0	\$1,045	\$1,732
Burbank Western Channel (Total)	16,764.07	100%	\$0	\$37,669	\$0	\$0	\$57,395	\$95,063

Note:

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Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.

Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs - LACFD 5%) x Agency Percent Area] / 100%

Table 3H Exhibit A (Tujunga Wash)

Non-Stormwater Outfall Monitoring (Tujunga Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$41,435	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$6,215	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,382	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$50,032	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,003	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,101	\$0
Total	\$0	\$37,669	\$0	\$0	\$56,136	\$93,805

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)			\$0	\$1,883	\$0	\$0	\$2,807	\$4,690
City of Los Angeles	32,491.56	89.72%	\$0	\$32,108	\$0	\$0	\$47,849	\$79,957
County of Los Angeles	2,183.42	6.03%	\$0	\$2,158	\$0	\$0	\$3,215	\$5,373
City of Glendale	20.25	0.06%	\$0	\$20	\$0	\$0	\$30	\$50
City of San Fernando	1,517.65	4.19%	\$0	\$1,500	\$0	\$0	\$2,235	\$3,735
Tujunga Wash (Total)	36,212.88	100%	\$0	\$37,669	\$0	\$0	\$56,136	\$93,805

Table 3I Exhibit A (Segment D)

Non-Stormwater Outfall Monitoring (Segment D)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360

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Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.

Distributed Cost to each Party within a given Segment or Tributary = {(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Total	\$0	\$37,669	\$0	\$0	\$44,244	\$81,913
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$868	\$0
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$3,943	\$3,424
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$39,433	\$34,244
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$1,878	\$1,631
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$4,899	\$4,254
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$32,657	\$0

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)			\$0	\$1,883	\$0	\$0	\$2,212	\$4,096
City of Los Angeles	23,079.17	100.00%	\$0	\$35,785	\$0	\$0	\$42,032	\$77,817
Segment D (Total)	23,079.17	100%	\$0	\$37,669	\$0	\$0	\$44,244	\$81,913

Table 3J Exhibit A (Bull Creek)

Non-Stormwater Outfall Monitorin	g (Bull Creek)		Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events			\$0	\$26,778	\$0	\$0	\$0	\$26,778
Non-Stormwater Outfall Monitoring	S		\$0	\$0	\$0	\$0	\$37,937	\$0
Data Management (15%)			\$0	\$4,017	\$0	\$0	\$5,691	\$4,017
Program Management (5%)			\$0	\$1,540	\$0	\$0	\$2,181	\$1,540
Monitoring Cost Sub-Total			\$0	\$32,334	\$0	\$0	\$45,809	\$32,334
Contingency (10%)			\$0	\$3,233	\$0	\$0	\$4,581	\$3,233
Annual Escalation (0%, 2%, 2%)			\$0	\$0	\$0	\$0	\$1,008	\$0
Total			\$0	\$35,568	\$0	\$0	\$51,397	\$86,965
Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total

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Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
 Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Bull Creek (Total)	12,718.58	100%	\$0	\$35,568	\$0	\$0	\$51,397	\$86,965
County of Los Angeles	1,896.24	14.91%	\$0	\$5,038	\$0	\$0	\$7,280	\$12,318
City of Los Angeles	10,822.34	85.09%	\$0	\$28,752	\$0	\$0	\$41,548	\$70,299
LACFCD (5%)	-	-	\$0	\$1,778	\$0	\$0	\$2,570	\$4,348

- 1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
- Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs LACFD 5%) x Agency Percent Area] / 100%

Table 3K Exhibit A (Legg Lake)

Legg Lake Receiving Water M	onitoring		Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring			\$14,178	\$14,178	\$14,178	\$14,178	\$14,178	\$42,533
Data Management (15%)			\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$6,380
Program Management (5%)			\$815	\$815	\$815	\$815	\$815	\$2,446
Monitoring Cost Sub-Total			\$17,120	\$17,120	\$17,120	\$17,120	\$17,120	\$51,359
Contingency (10%)			\$1,712	\$1,712	\$1,712	\$1,712	\$1,712	\$5,136
Annual Escalation (0%, 2%,	2%, 2%, 2%)		\$0	\$377	\$384	\$392	\$400	\$761
Legg Lake (Total)			\$18,831	\$19,208	\$19,592	\$19,984	\$20,384	\$98,000
Agency	Land Area	% of Area	Fiscal Year	Total				

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)		-	\$942	\$960	\$980	\$999	\$1,019	\$2,882
County of Los Angeles	2,044.68	56.21%	\$10,056	\$10,258	\$10,463	\$10,672	\$10,885	\$30,777
South El Monte	1,592.68	43.79%	\$7,833	\$7,990	\$8,150	\$8,313	\$8,479	\$23,973
Legg Lake (Total)	3,637.35	100%	\$18,831	\$19,208	\$19,592	\$19,984	\$20,384	\$98,000
Note:								

Note:

^{1.} Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.

^{2.} Distributed Cost to each Party within Lake = [(Total of Lake Monitoring Costs - LACFD 5%) x Agency Percent Area] / 100%

Table 4. San Gabriel Valley Council of Governments Fee

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	**	5.00%	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$12,500
City of Los Angeles	181,288.00	58.53%	\$27,800	\$27,800	\$27,800	\$27,800	\$27,800	\$138,999
County of Los Angeles	41,048.07	13.25%	\$6,295	\$6,295	\$6,295	\$6,295	\$6,295	\$31,473
City of Alhambra	4,884.31	1.58%	\$749	\$749	\$749	\$749	\$749	\$3,745
City of Burbank	11,095.20	3.58%	\$1,701	\$1,701	\$1,701	\$1,701	\$1,701	\$8,507
City of Calabasas	4,005.68	1.29%	\$614	\$614	\$614	\$614	\$614	\$3,071
City of Glendale	19,587.50	6.32%	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$15,018
City of Hidden Hills	961.03	0.31%	\$147	\$147	\$147	\$147	\$147	\$737
City of La Canada Flintridge	5,534.46	1.79%	\$849	\$849	\$849	\$849	\$849	\$4,243
City of Montebello	5,356.38	1.73%	\$821	\$821	\$821	\$821	\$821	\$4,107
City of Monterey Park	4,951.51	1.60%	\$759	\$759	\$759	\$759	\$759	\$3,796
City of Pasadena	14,805.30	4.78%	\$2,270	\$2,270	\$2,270	\$2,270	\$2,270	\$11,352
City of Rosemead	3,310.87	1.07%	\$508	\$508	\$508	\$508	\$508	\$2,539
City of San Fernando	1,517.64	0.49%	\$233	\$233	\$233	\$233	\$233	\$1,164
City of San Gabriel	2,644.87	0.85%	\$406	\$406	\$406	\$406	\$406	\$2,028
City of San Marino	2,409.64	0.78%	\$370	\$370	\$370	\$370	\$370	\$1,848
City of South El Monte	1,594.16	0.51%	\$244	\$244	\$244	\$244	\$244	\$1,222
City of South Pasadena	2,186.20	0.71%	\$335	\$335	\$335	\$335	\$335	\$1,676
City of Temple City	2,576.50	0.83%	\$395	\$395	\$395	\$395	\$395	\$1,975
Total	309,757.32	1.00	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000

Total cost of SGVCOG Fees is \$50,000 per year.
 Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area EWMP Implementation Costs

Table 1. Distribution of Total Cost for Implementing ULAR EWMP Associated Tasks

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	5YR Total
City of Los Angeles	58.53%	\$219,177	\$166,120	\$312,775	\$416,958	\$221,723	\$1,336,752
Alhambra	1.58%	\$5,916	\$4,484	\$6,735	\$4,867	\$5,985	\$27,987
Burbank	3.58%	\$13,409	\$10,163	\$15,265	\$33,182	\$13,564	\$85,583
Calabasas	1.29%	\$5,254	\$3,662	\$45,435	\$3,975	\$4,887	\$63,213
Glendale	6.32%	\$23,627	\$17,943	\$26,949	\$98,628	\$23,947	\$191,139
Hidden Hills	0.31%	\$4,303	\$882	\$10,237	\$957	\$1,176	\$17,555
La Canada Flintridge	1.79%	\$6,704	\$5,082	\$7,632	\$5,516	\$6,782	\$31,717
Montebello	1.73%	\$6,478	\$4,910	\$7,375	\$5,329	\$6,553	\$30,646
Monterey Park	1.60%	\$5,994	\$4,544	\$6,824	\$4,932	\$6,064	\$28,357
Pasadena	4.78%	\$17,897	\$13,564	\$20,375	\$14,758	\$18,105	\$84,698
Rosemead	1.07%	\$5,034	\$3,034	\$4,559	\$3,294	\$4,051	\$19,971
San Fernando	0.49%	\$4,474	\$1,390	\$2,088	\$5,510	\$1,855	\$15,317
San Gabriel	0.85%	\$4,828	\$2,414	\$3,625	\$3,917	\$3,221	\$18,005
San Marino	0.78%	\$4,753	\$2,212	\$3,324	\$2,401	\$2,953	\$15,642
South El Monte	0.51%	\$1,602	\$3,052	\$2,177	\$1,573	\$1,934	\$10,338
South Pasadena	0.71%	\$4,680	\$2,010	\$3,022	\$2,182	\$2,685	\$14,579
Temple City	0.83%	\$4,804	\$2,354	\$3,537	\$2,555	\$3,143	\$16,393
LACFCD	(42	\$10,250	\$6,500	\$34,050	\$27,300	\$11,500	\$89,600
LA County	13.25%	\$49,616	\$37,605	\$69,313	\$77,719	\$50,192	\$284,445
Total	100.00%	\$398,845	\$290,923	\$585,296	\$715,552	\$390,321	\$2,381,938

Motos.

^{1.} Total Cost = SGVCOG Admin Fee + Annual Report Costs + Adaptive Management Costs + ROWD Costs + LRS Costs + TMRP Costs + Special Studies Costs + 2017 Report of Waste Discharge (ROWD).

Table 2: Upper Los Angeles CIMP Contingency (Deficiency) Funds FY15/16 To FY 17/18

		FY 15-16	FY 16-17	FY 17-18		Contingency	
CITY	% Drainage Area		Contingency		Total collected FY15-18	Used	Leftover
City of Los Angeles	58.53%	\$81,543	\$66,726	\$ 60,867	\$209,136	\$50,699.77	\$158,436.67
Alhambra	1.58%	\$2,201	\$1,801	\$1,643	\$5,646	\$5,258.20	\$387.38
Burbank	3.58%	\$4,988	\$4,081	\$3,723	\$12,792	\$6,858.12	\$5,933.76
Calabasas	1.29%	\$1,797	\$1,471	\$1,342	\$4,609	\$5,031.86	(\$422.50)
Glendale	6.32%	\$8,805	\$7,205	\$6,572	\$22,582	\$9,045.74	\$13,536.56
Hidden Hills	0.31%	\$432	\$353	\$322	\$1,108	\$4,247.56	(\$3,139.88)
La Canada Flintridge	1.79%	\$2,494	\$2,041	\$1,861	\$6,396	\$5,425.68	\$970.26
Montebello	1.73%	\$2,410	\$1,972	\$1,799	\$6,182	\$5,379.80	\$801.75
Monterey Park	1.60%	\$2,229	\$1,824	\$1,664	\$5,717	\$5,275.51	\$441.53
Pasadena	4.78%	\$6,659	\$5,449	\$4,971	\$17,080	\$7,813.84	\$9,265.81
Rosemead	1.07%	\$1,491	\$1,220	\$1,113	\$3,823	\$4,852.88	(\$1,029.61)
San Fernando	0.49%	\$683	\$559	\$510	\$1,751	\$4,390.94	(\$2,640.10)
San Gabriel	0.85%	\$1,184	\$969	\$884	\$3,037	\$4,681.32	(\$1,644.14)
San Marino	0.78%	\$1,087	\$889	\$811	\$2,787	\$4,620.72	(\$1,833.66)
South El Monte	0.51%	\$711	\$581	\$530	\$1,822	\$4,410.66	(\$2,588.35)
South Pasadena	0.71%	\$989	\$809	\$738	\$2,537	\$4,563.16	(\$2,026.22)
Temple City	0.83%	\$1,156	\$946	\$863	\$2,966	\$4,663.71	(\$1,698.00)
LACFCD	- 107 - 4-11	\$7,333	\$6,000	\$5,473	\$18,806	\$ **	\$18,806.05
LA County	13.25%	\$18,460	\$15,106	\$13,779	\$47,344	\$ 14,573.98	\$32,770.25
Total	100.00%	\$146,650	\$120,004	\$109,467	\$376,121	\$151,793.45	\$224,327.55

^{1.} Table represents excess contingency funds from FY 15-16 per Agency. As agreed, costs for the implementation of the TMRP (\$4,000/Agency) was subtracted from each Agency's contingency surplus. Agency's showing Deficiency have remaining implementation costs factored into Year 1 of the TMRP annual costs (refer to Table 8)

Table 3: Upper Los Angeles SGVCOG Management Funds FY18/19 To FY 22/23

CITY	%Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 27,802	\$ 27,802	\$ 27,802	\$ 27,802	\$ 27,802
Alhambra	1.58%	\$ 751	\$ 751	\$ 751	\$ 751	\$ 751
Burbank	3.58%	\$ 1,701	\$ 1,701	\$ 1,701	\$ 1,701	\$ 1,701
Calabasas	1.29%	\$ 613	\$ 613	\$ 613	\$ 613	\$ 613
Glendale	6.32%	\$ 3,002	\$ 3,002	\$ 3,002	\$ 3,002	\$ 3,002
Hidden Hills	0.31%	\$ 147	\$ 147	\$ 147	\$ 147	\$ 147
La Canada Flintridge	1.79%	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
Montebello	1.73%	\$ 822	\$ 822	\$ 822	\$ 822	\$ 822
Monterey Park	1.60%	\$ 760	\$ 760	\$ 760	\$ 760	\$ 760
Pasadena	4.78%	\$ 2,271	\$ 2,271	\$ 2,271	\$ 2,271	\$ 2,271
Rosemead	1.07%	\$ 508	\$ 508	\$ 508	\$ 508	\$ 508
San Fernando	0.49%	\$ 233	\$ 233	\$ 233	\$ 233	\$ 233
San Gabriel	0.85%	\$ 404	\$ 404	\$ 404	\$ 404	\$ 404
San Marino	0.78%	\$ 371	\$ 371	\$ 371	\$ 371	\$ 371
South El Monte	0.51%	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242
South Pasadena	0.71%	\$ 337	\$ 337	\$ 337	\$ 337	\$ 337
Temple City	0.83%	\$ 394	\$ 394	\$ 394	\$ 394	\$ 394
LACFCD	22.0	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
LA County	13.25%	\$ 6,294	\$ 6,294	\$ 6,294	\$ 6,294	\$ 6,294
Total	100.00%	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000

Table 4: Upper Los Angeles Annual Report Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 58,530	\$ 58,530	\$ 58,530	\$ 58,530	\$ 58,530
Alhambra	1.58%	\$ 1,580	\$ 1,580	\$ 1,580	\$ 1,580	\$ 1,580
Burbank	3.58%	\$ 3,580	\$ 3,580	\$ 3,580	\$ 3,580	\$ 3,580
Calabasas	1.29%	\$ 1,290	\$ 1,290	\$ 1,290	\$ 1,290	\$ 1,290
Glendale	6.32%	\$ 6,320	\$ 6,320	\$ 6,320	\$ 6,320	\$ 6,320
Hidden Hills	0.31%	\$ 310	\$ 310	\$ 310	\$ 310	\$ 310
La Canada Flintridge	1.79%	\$ 1,790	\$ 1,790	\$ 1,790	\$ 1,790	\$ 1,790
Montebello	1.73%	\$ 1,730	\$ 1,730	\$ 1,730	\$ 1,730	\$ 1,730
Monterey Park	1.60%	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600
Pasadena	4.78%	\$ 4,780	\$ 4,780	\$ 4,780	\$ 4,780	\$ 4,780
Rosemead	1.07%	\$ 1,070	\$ 1,070	\$ 1,070	\$ 1,070	\$ 1,070
San Fernando	0.49%	\$ 490	\$ 490	\$ 490	\$ 490	\$ 490
San Gabriel	0.85%	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
San Marino	0.78%	\$ 780	\$ 780	\$ 780	\$ 780	\$ 780
South El Monte	0.51%	\$ 510	\$ 510	\$ 510	\$ 510	\$ 510
South Pasadena	0.71%	\$ 710	\$ 710	\$ 710	\$ 710	\$ 710
Temple City	0.83%	\$ 830	\$ 830	\$ 830	\$ 830	\$ 830
LACFCD		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
LA County	13.25%	\$ 13,250	\$ 13,250	\$ 13,250	\$ 13,250	\$ 13,250
Total	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000

^{1.} LACFCD is compiling their own Annual Report and not contributing to the Watershed effort.

Table 5: Upper Los Angeles Adaptive Management Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 41,703	\$ -	\$ 83,405	\$ ==	\$ 55,604
Alhambra	1.58%	\$ 1,126	\$ -	\$ 2,252	\$ =	\$ 1,501
Burbank	3.58%	\$ 2,551	\$ -	\$ 5,102	\$	\$ 3,401
Calabasas	1.29%	\$ 919	\$ -	\$ 1,838	\$	\$ 1,226
Glendale	6.32%	\$ 4,503	\$ -	\$ 9,006	\$ -	\$ 6,004
Hidden Hills	0.31%	\$ 221	\$ -	\$ 442	\$	\$ 295
a Canada Flintridge	1.79%	\$ 1,275	\$ -	\$ 2,551	\$	\$ 1,701
Montebello	1.73%	\$ 1,233	\$ -	\$ 2,465	\$ -	\$ 1,644
Monterey Park	1.60%	\$ 1,140	\$ -	\$ 2,280	\$ -	\$ 1,520
Pasadena	4.78%	\$ 3,406	\$ -	\$ 6,812	\$ -	\$ 4,541
Rosemead	1.07%	\$ 762	\$ -	\$ 1,525	\$	\$ 1,017
San Fernando	0.49%	\$ 349	\$	\$ 698	\$ -	\$ 466
San Gabriel	0.85%	\$ 606	\$	\$ 1,211	\$ -	\$ 808
San Marino	0.78%	\$ 556	\$ -	\$ 1,112	\$	\$ 741
South El Monte	0.51%	\$ 363	\$ -	\$ 727	\$ -	\$ 485
South Pasadena	0.71%	\$ 506	\$ -	\$ 1,012	\$ -	\$ 675
Temple City	0.83%	\$ 591	\$ -	\$ 1,183	\$	\$ 789
LACFCD	**	\$ 3,750	\$ 1-3	\$ 7,500	\$	\$ 5,000
LA County	13.25%	\$ 9,441	\$ -	\$ 18,881	\$ -	\$ 12,588
Total	100.00%	\$ 75,000		\$ 150,000	\$ -	\$ 100,000

^{1.} Year 3 includes costs for a Reasonable Assurance Analysis (RAA)

Table 6: Upper Los Angeles Report Of Waste Discharge (ROWD) FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ -	\$ -	\$ -	\$ 14,194	\$ -
Alhambra	1.58%	\$ -	\$ -	\$	\$ 383	\$ -
Burbank	3.58%	\$	\$	\$ -	\$ 868	\$ -
Calabasas	1.29%	\$ -	\$ -	\$ -	\$ 313	\$ -
Glendale	6.32%	\$ -	\$	\$ -	\$ 1,533	\$ -
Hidden Hills	0.31%	\$ -	\$ -	\$ -	\$ 75	\$ -
La Canada Flintridge	1.79%	\$ -	\$ -	\$ -	\$ 434	\$ -
Montebello	1.73%	\$ -	\$	\$ -	\$ 420	\$ -
Monterey Park	1.60%	\$ -	\$ -	\$ -	\$ 388	\$ -
Pasadena	4.78%	\$ -	\$ -	\$ -	\$ 1,159	\$ -
Rosemead	1.07%	\$ -	\$ -	\$ -	\$ 259	\$
San Fernando	0.49%	\$ -	\$ -	\$ -	\$ 119	\$ -
San Gabriel	0.85%	\$ -	\$ -	\$ -	\$ 206	\$ -
San Marino	0.78%	\$ -	\$ -	\$ -	\$ 189	\$ -
South El Monte	0.51%	\$ -	\$ -	\$ -	\$ 124	\$ -
South Pasadena	0.71%	\$ -	\$	\$:	\$ 172	\$ -
Temple City	0.83%	\$ -	\$ -	\$	\$ 201	\$ -
LACFCD	22	\$	\$ -	\$ -	\$ 750	\$ -
LA County	13.25%	\$ -	\$ -	\$ -	\$ 3,213	\$ -
Total	100.00%	\$ -	\$ -	\$ -	\$ 25,000	\$ -

Table 7: Upper Los Angeles Load Reduction Strategy (LRS)Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18	3-19	FY 19	9-20	F١	20-21	F	1 21-22	FY 22	2-23
City of Los Angeles	58.53%	\$	(4)	\$		\$	63,200	\$	236,644	\$	-
Alhambra	1.58%	\$	427	\$	2	\$	발	\$	-	\$	
Burbank	3.58%	\$	126	\$		\$		\$	22,150	\$	
Calabasas	1.29%	\$	4	\$	2	\$	39,935	\$		\$	
Glendale	6.32%	\$	(2)	\$		\$		\$	79,152	\$	

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Hidden Hills	0.0101	•		_		_	0.010	_		
	0.31%	\$	-	\$	9	\$	8,913	\$	5 + 5	\$ 2
La Canada Flintridge	1.79%	\$	(4)	\$	-	\$	120	\$	2,583	\$ -
Montebello	1.73%	\$	548	\$	2	\$	120	\$	161	\$ 2
Monterey Park	1.60%	\$	65	\$	-	\$	121	\$	12	\$ -
Pasadena	4.78%	\$	/21	\$	40	\$	125	\$	35	\$ ž
Rosemead	1.07%	\$	1,00	\$	4	\$		\$		\$ -
San Fernando	0.49%	\$	4	\$	- 3	\$	18	\$	3,483	\$ 5.
San Gabriel	0.85%	\$	19	\$	*	\$		\$		\$
San Marino	0.78%	\$	-	\$	550	\$	(2)	\$	-	\$
South El Monte	0.51%	\$		\$	1.50	\$		\$		\$
South Pasadena	0.71%	\$		\$	353	\$		\$	*:	\$ *
Temple City	0.83%	\$	- 5	\$	100	\$		\$		\$
LACFCD	225	\$	*	\$	(*)	\$	6,575	\$	20,050	\$
LA County	13.25%	\$	10,0	\$		\$	12,827	\$	36,902	\$
Total	100.00%	\$	-	\$		\$	131,500	\$	50,000	\$ -

Table 8: Upper Los Angeles Trash Monitoring And Reporting Plan (TMRP) Implementation FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	46.7%	\$ 35,305	\$ 35,305	\$ 35,305	\$ 35,305	\$ 35,305
Alhambra	1.26%	\$ 953	\$ 953	\$ 953	\$ 953	\$ 953
Burbank	2.86%	\$ 2,162	\$ 2,162	\$ 2,162	\$ 2,162	\$ 2,162
Calabasas	1.03%	\$ 1,201	\$ 779	\$ 779	\$ 779	\$ 779
Glendale	5.05%	\$ 3,818	\$ 3,818	\$ 3,818	\$ 3,818	\$ 3,818
Hidden Hills	0.25%	\$ 3,329	\$ 189	\$ 189	\$ 189	\$ 189
La Canada Flintridge	1.43%	\$ 1,081	\$ 1,081	\$ 1,081	\$ 1,081	\$ 1,081
Montebello	1.38%	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043

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^{1.} Includes costs to perform non-stormwater investigations (\$10K/Trib or Reach), Facts Sheets for Priority Outfalls (\$3K/ea assumed 4 POs/Trib or Reach), and LRS Reports for Segment E Tributaries (FY 20-21), Segment C and its Tributaries, and Segment D and its Tributaries (FY 21-22)

Total	79.79%	\$ 77,344	\$ 60,321	\$ 60,321	\$ 60,321	\$ 60,321
-A County	10.57%	\$ 7,991	\$ 7,991	\$ 7,991	\$ 7,991	\$ 7,991
ACFCD	22	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
emple City	0.66%	\$ 2,197	\$ 499	\$ 499	\$ 499	\$ 499
South Pasadena	0.56%	\$ 2,450	\$ 423	\$ 423	\$ 423	\$ 423
South El Monte	0.41%	\$ 2,898	\$ 310	\$ 310	\$ 310	\$ 310
San Marino	0.62%	\$ 2,302	\$ 469	\$ 469	\$ 469	\$ 469
San Gabriel	0.68%	\$ 2,158	\$ 514	\$ 514	\$ 514	\$ 514
San Fernando	0.39%	\$ 2,935	\$ 295	\$ 295	\$ 295	\$ 295
Rosemead	0.85%	\$ 1,672	\$ 643	\$ 643	\$ 643	\$ 643
Pasadena	3.81%	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880
Monterey Park	1.28%	\$ 968	\$ 968	\$ 968	\$ 968	\$ 968

- 1. Total Drainage Area (100%) includes the Ballona Creek Participating Agencies (not shown here).
- 2. LACFCD is implementing their own TMRP independently, and is not contributing to this Watershed effort.

Table 9: Upper Los Angeles Special Studies Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 44,483	\$ 44,483	\$ 44,483	\$ 44,483	\$ 44,483
Alhambra	1.58%	\$ 1,201	\$ 1,201	\$ 1,201	\$ 1,201	\$ 1,201
Burbank	3.58%	\$ 2,721	\$ 2,721	\$ 2,721	\$ 2,721	\$ 2,721
Calabasas	1.29%	\$ 980	\$ 980	\$ 980	\$ 980	\$ 980
Glendale	6.32%	\$ 4,803	\$ 4,803	\$ 4,803	\$ 4,803	\$ 4,803
Hidden Hills	0.31%	\$ 236	\$ 236	\$ 236	\$ 236	\$ 236
La Canada Flintridge	1.79%	\$ 1,360	\$ 1,360	\$ 1,360	\$ 1,360	\$ 1,360
Montebello	1.73%	\$ 1,315	\$ 1,315	\$ 1,315	\$ 1,315	\$ 1,315
Monterey Park	1.60%	\$ 1,216	\$ 1,216	\$ 1,216	\$ 1,216	\$ 1,216
Pasadena	4.78%	\$ 3,633	\$ 3,633	\$ 3,633	\$ 3,633	\$ 3,633
Rosemead	1.07%	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813
San Fernando	0.49%	\$ 372	\$ 372	\$ 372	\$ 372	\$ 372
San Gabriel	0.85%	\$ 646	\$ 646	\$ 646	\$ 646	\$ 646

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Total	100.00%	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
LA County	13.25%	\$ 10,070	\$ 10,070	\$ 10,070	\$ 10,070	\$ 10,070
LACFCD	**	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Temple City	0.83%	\$ 631	\$ 631	\$ 631	\$ 631	\$ 631
South Pasadena	0.71%	\$ 540	\$ 540	\$ 540	\$ 540	\$ 540
South El Monte	0.51%	\$ 388	\$ 388	\$ 388	\$ 388	\$ 388
San Marino	0.78%	\$ 593	\$ 593	\$ 593	\$ 593	\$ 593

Table 10: Upper Los Angeles 2017 Report Of Waste Discharge (ROWD) Cost

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 11,355	\$ -	\$ -	\$ -	\$ -
Alhambra	1.58%	\$ 307	\$ -	\$ -	\$	\$ -
Burbank	3.58%	\$ 695	\$	\$ -	\$ -	\$ -
Calabasas	1.29%	\$ 250	\$ -	\$	\$ -	\$ -
Glendale	6.32%	\$ 1,226	\$ -	\$ -	\$ -	\$ -
Hidden Hills	0.31%	\$ 60	\$ -	\$	\$ -	\$ -
La Canada Flintridge	1.79%	\$ 347	\$ -	\$ -	\$ =	\$ -
Montebello	1.73%	\$ 336	\$ -	\$ -	\$ -	\$ -
Monterey Park	1.60%	\$ 310	\$ -	\$	\$	\$ -
Pasadena	4.78%	\$ 927	\$ -	\$ -	\$ -	\$ -
Rosemead	1.07%	\$ 208	\$ -	\$	\$	\$ -
San Fernando	0.49%	\$ 95	\$ -	\$ -	\$::-:	\$ -
San Gabriel	0.85%	\$ 165	\$	\$ -	\$	\$ =
San Marino	0.78%	\$ 151	\$	\$ -	\$ **	\$ -
South El Monte	0.51%	\$ 99	\$ -	\$ -	\$ -	\$ -
South Pasadena	0.71%	\$ 138	\$ -	\$ -	\$ -	\$ -
Temple City	0.83%	\$ 161	\$ -	\$ -	\$ -	\$ -
LACFCD			\$	\$	\$ -	\$ -
LA County	13.25%	\$ 2,571	\$	\$ -	\$ -	\$ -
Total	100.00%	\$ 19,400	\$ -	\$ -	\$ -	\$ -

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^{1.} Special studies at a cost of \$200,000 each spread out over 5 years.

EXHIBIT C

Upper Los Angeles River Enhanced Watershed Management Area CIMP and EWMP Invoicing Schedule

Table 1. CIMP/EWMP Implementation Annual Implementation Costs

CITY	% Drainage Area	July 2018	July 2019	July 2020	July 2021	July 2022
City of Los Angeles	58.53%	\$ 667,313	\$ 803,332	\$ 685,920	\$ 790,103	\$ 802,090
Alhambra	1.58%	\$ 17,100	\$ 14,537	\$ 16,788	\$ 14,920	\$ 16,038
Burbank	3.58%	\$ 38,815	\$ 53,000	\$ 38,102	\$ 56,019	\$ 67,732
Calabasas	1.29%	\$ 28,894	\$ 74,310	\$ 53,680	\$ 12,220	\$ 13,132
Glendale	6.32%	\$ 68,524	\$ 89,645	\$ 67,266	\$ 138,945	\$ 112,479
Hidden Hills	0.31%	\$ 9,799	\$ 16,797	\$ 12,215	\$ 2,935	\$ 3,154
La Canada Flintridge	1.79%	\$ 19,377	\$ 19,139	\$ 19,024	\$ 16,908	\$ 22,096
Montebello	1.73%	\$ 18,743	\$ 15,935	\$ 18,400	\$ 16,345	\$ 17,578
Monterey Park	1.60%	\$ 17,332	\$ 14,736	\$ 17,016	\$ 15,124	\$ 16,256
Pasadena	4.78%	\$ 51,799	\$ 44,257	\$ 50,849	\$ 45,232	\$ 48,962
Rosemead	1.07%	\$ 12,615	\$ 9,849	\$ 11,374	\$ 10,109	\$ 10,866
San Fernando	0.49%	\$ 7,949	\$ 6,013	\$ 5,212	\$ 8,634	\$ 7,214
San Gabriel	0.85%	\$ 10,884	\$ 7,858	\$ 9,069	\$ 9,361	\$ 8,665
San Marino	0.78%	\$ 10,271	\$ 7,172	\$ 8,284	\$ 7,361	\$ 7,913
South El Monte	0.51%	\$ 13,086	\$ 14,323	\$ 13,608	\$ 13,167	\$ 13,694
South Pasadena	0.71%	\$ 9,686	\$ 6,510	\$ 7,522	\$ 6,682	\$ 7,185
Temple City	0.83%	\$ 10,704	\$ 7,657	\$ 8,840	\$ 7,858	\$ 8,446
LACFCD	(21)	\$ 51,519	\$ 63,860	\$ 68,586	\$ 61,856	\$ 62,627
LA County	13.25%	\$ 159,814	\$ 170,193	\$ 164,265	\$ 172,880	\$ 166,732
Total	100.00%	\$ 1,224,224	\$ 1,439,121	\$ 1,276,019	\$ 1,406,667	\$ 1,412,860

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EXHIBIT D

Upper Los Angeles River EWMP/CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Stormwater Quality Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
City of Alhambra 11 South First Street Alhambra, XA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571 Fax:
City of Burbank P.O. Box 6459 Burbank, CA 91510	Alvin Cruz E-mail:ACruz@burbankca.gov Phone: (818) 238-3941 Fax:
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: (818) 224-1600 Fax: (818) 225-7338
City of Glendale Engineering Section, 633 East Broadway, Room 205 Glendale, CA 91206-4308	Chris Chew E-mail: cchew@ glendaleca.gov Phone: (818) 548-3945 Fax:
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Hoon Hahn E-mail: hhahn@lcf.ca.gov Phone: 818-790-8882 Fax:818-70-8897

EXHIBIT D

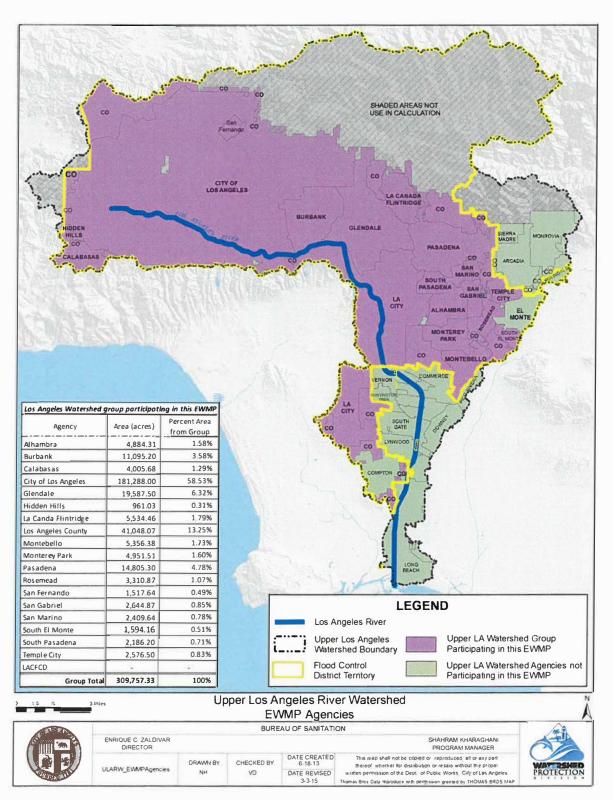
Upper Los Angeles River EWMP/CIMP Responsible Agencies Representatives

City of Montebello	Norma Salinas
1600 W Beverly Blvd	E-mail: Nsalinas@cityofmontebello.com
Montebello, CA 90640	Phone: 323-887-1365
·	Fax: 323- 887-1410
	Eric Woosley
	E-mail: ewoosley@infrastructure-engineers.com
	Phone: 714-940-0100 Ext 5226
City of Monterey Park	Bonnie Tam
320 West Newmark Avenue	E-mail: btam@montereypark.ca.gov
Monterey Park, CA 91754-2896	Phone: (626) 307-1383
City of Pasadena	Sean Singletary
P.O. Box 7115	E-mail: ssingletary@cityofpasadena.net
Pasadena, CA 91109-7215	Phone: (626) 744-4273
	Fax:
City of Rosemead,	Rafael Fajardo
8838 East Valley Blvd.	E-mail: rfajardo@cityofrosemead.org
Rosemead, CA 91770-1787	Phone: (626) 569-2107
	Curtis Cannon
	E-mail: ccannon@cityofrosemead.org
	Phone: (626) 569-2107
City of San Fernando	Joe Bellomo
117 Macneil Street	Email: jbellomo@willdan.com
	Phone: (805) 279-6856
San Fernando, CA 91340	Filotie. (603) 279-6636
City of San Gabriel	Daren Grilley
425 South Mission Avenue	E-mail: dgrilley@sqch.org
San Gabriel, CA 91775	Phone:
,	Fax:
	Patty Pena
	ppena@sgch.org
	Phone: (626) 308-2825
City of San Marino	Kevin Sales
2200 Huntington Drive	E-mail: kjserv@aol.com
San Marino, CA 91108-2691	Phone:
	Fax:
City of South El Monte	Manuel Mancha
1415 Santa Anita Ave.	E-mail: mmancha@soelmonte.org
South El Monte, CA 91733	Phone: (626) 579-6540
	Fax: (626) 579-2409
City of South Pasadena	Rafael O. Casillas
1414 Mission Street	E-mail: rcasillas@southpasadenaca.gov
South Pasadena, CA 91020-3298	Phone: (626) 403-7246

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City of Temple City	Andrew Coyne
9701 Las Tunas Drive	E-mail: acoyne@templecity.us
Temple City, CA 9178	Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments	Marisa Creter
1000 S. Fremont Áve. Unit 42 Bldg A10-N, Suite 10210	E-mail: mcreter@sgvcog.org Phone: (626) 457-1800
Alhambra, CA 9180	Fax: (626) 457-1285

EXHIBIT E
Upper Los Angeles River Enhanced Watershed Management Area



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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services

Juan Salas, Recreation and Community Services Supervisor

Date: June 20, 2023

Subject: Consideration to Authorize a Purchase Order No. 12672 with A & M Catering, Inc.

RECOMMENDATION:

It is recommended that the City Council:

a. Authorize a Purchase Order No. 12672 (Attachment "A") with A & M Catering, Inc. in the amount of \$43,000; and

b. Authorize the City Manager to execute the Change Order to Purchase Order No. 12672.

BACKGROUND:

- 1. On July 7, 2022, Purchase Order No. 12672 (PO) was approved for \$40,000 which included July, November, and December 2022 senior dances as well as the May 2023 dance using Senior Account funds.
- 2. As a result of increased funding for the June 2023 Father's Day Dance catering (\$3,000), the oversight was recognized that the original PO did not comply with City purchasing requirements.
- 3. To correct, Staff is requesting authorization for Purchase Order No. 12672 with A & M Catering, Inc. in the amount of \$43,000 for Fiscal Year (FY) 2022-2023.

ANALYSIS:

The City's Purchasing Ordinance and Policy requires a formal bid process and City Council approval for expenditures in excess of \$25,000. Purchase Order No. 12672 for catering services in the amount of \$40,000 (Attachment "A") was issued in July 2022 to provide food at senior dances in FY 2022-2023.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director □ Deputy City Manager

□ City Manager

Consideration to Authorize Purchase Order No. 12672 with A & M Catering, Inc.

Page 2 of 2

Although a formal competitive bidding process was not conducted, the original PO was issued through an informal competitive bidding process. The Quote Sheet from the original bid process is included as Attachment "B." Staff contacted three caterers, as listed in the Quote Sheet, for an updated cost of the additional Father's Day dance meal. A & M Catering Inc. indicated they would honor the original bid price and remained the best price among the three caterers listed. In accordance with Chapter 2, Article VI., Division 6, Subdivision IV, Section 2-850 of the City of San Fernando Municipal Code, staff is requesting City Council waive formal purchasing requirements to award the PO to A & M Catering as caterer for the Las Palmas Senior Club's special dinner dances through the remainder of the FY 2022-2023.

In an effort to ensure this oversight does not reoccur and to improve the continuity of the Department's support of the Las Palmas Senior Citizens Club, Recreation and Community Services staff has initiated the formal RFP process prior to the start of FY 2023-2024 to ensure the Club's special dinner dances receive professional catering services at an optimal price.

BUDGET IMPACT:

Sufficient funding for PO No. 12672 is available within the Las Palmas Senior Club general account number 004-2380.

CONCLUSION:

Staff recommends that the City Council authorize a Purchase Order No. 12672 with A & M Catering, Inc. for \$43,000; and authorize the City Manager to execute the Change Order.

ATTACHMENTS:

- A. Purchase Order
- B. Quote Sheet

ATTACHMENT "A"

Page 1 / 1





117 Macneil St. San Fernando, California 91340 Telephone: (818) 898-1200

VENDOR: 892552

A & M CATERING, INC. 13158 BRADLEY AVE SYLMAR, CA 91342

FOB Point:

Terms: AP Net 30 days

Req. Del. Date:

Special inst

DATE PO NUMBER 7/7/2022 12672

SHIP TO: RECREATION & COMMUNITY SERVICE CITY OF SAN FERNANDO 208 PARK AVENUE SAN FERNANDO, CA 91340

Req. No.: PK-00238

Dept.: RECREATION & COMMUNITY SERVICE

contact: MORENO, LINDA

Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
		THIS IS A REVISED PURCHASE ORDER		
1.00		FOOD CATERING SERVICE FOR (4) SENIOR	40,000.0000	40,000.00
		CLUB DANCES:		
		JULY, NOV. AND DEC. OF 2022 & MAY OF		
		2023.		
		FOOD CATERING SERVICE FOR FATHERS DAY		3,000.00
		SENIOR CLUB DANCE		
			SUBTOTAL	43,000.00

BILL TO: CITY OF SAN FERNANDO FINANCE DEPARTMENT 117 MACNEIL STREET SAN FERNANDO, CA 91340 TAX 0.00
FREIGHT 0.00
TOTAL 43,000.00

Transportation Charges Must be Prepared on All Purchase Where F.O.B. Point is Other Than San Fernando, CA Unless Specifically Othewise Authorized.

AUTHORIZED SIGNATURE

PURCHASING AGENT (FINANCE)

IMPORTANT: OUR PURCHASE ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufactoring, processing, branding labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constitued State or Federal authority, the buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held by the manufacturer or seller against any penalty incurred and/or cost of defense of any proceeding designed to penalize the buyer therefore.

SAN FERNANDO

QUOTE SHEET - SERV	ICES
QUOTE NO. 1	şī .
VENDOR NAME	DATE
A & M Catering	04/04/22
CONTACT NAME	PHONE NUMBER
Paloma	818-270-3448
SCOPE OF SERVICE	FAX NUMBER
Food for Senior Club Mother's Day Dance for 250 people.	
\$21.50 per plate = \$5,375	PROJECT NUMBER (IF APPLICABLE)
10.25% tax = \$550.93	
total= \$5,925.93	TOTAL COST OF SERVICE
	\$5,925.93
	OTHER
	CONTRACT TERMS
	0.000
QUOTE NO. 2	
VENDOR NAME	DATE
Casa Torres	04/04/22
CONTACT NAME	PHONE NUMBER
Maria	(818) 365-9695
SCOPE OF SERVICE	FAX NUMBER
	PACITOMBEN
Food for Senior Club Mother's Day Dance for 250 people.	OROJECT ANIMADED (JE ADDINGADIE)
\$26 per plate= \$6,500 10.25% tax = \$666.25	PROJECT NUMBER (IF APPLICABLE)
total= \$7,166.25	<u></u>
total = \$7,100.25	TOTAL COST OF SERVICE
	\$7,166.25
	OTHER
	CONTRACT TERMS
QUOTENO 2	
QUOTE NO. 3 VENDOR NAME	DATE
Silver Spoons Catering, Inc	04/04/22
CONTACT NAME	PHONE NUMBER
Scott	(818) 996-2911
SCOPE OF SERVICE	FAX NUMBER
	TAX HUMBER
Food for Senior Club Mother's Day Dance for 250 people. \$29 per plate= \$7,250	DROJECT NUMBER (15 APRILICADUS)
\$29 per plate= \$7,250 10.25% tax = \$743.13	PROJECT NUMBER (IF APPLICABLE)
total= \$7,993.13	TOTAL COST OF SERVICE
total- \$1,000.10	TOTAL COST OF SERVICE
	\$7,993.13
	OTHER
	CONTRACT TERMS

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Fabian Valdez, Police Chief CJ Chiasson, Police Sergeant

Date: June 20, 2023

Subject: Consideration to Approve a Purchase Order with NVIS Communications, LLC for

the Codan Base Station and Transportable Radio Systems for the CalOES High

Frequency Communication Equipment Grant

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a purchase order with NVIS Communications, LLC for the Codan Base Station and Transportable radio systems (Attachment "A"); and
- b. Authorize the City Manager to execute the Purchase Order and all related procurement documents.

BACKGROUND:

- 1. On February 2, 2022, the Police Department submitted an application to the Governor's Officer of Emergency Services for the High Frequency Communications Equipment Program (HF).
- 2. On May 27, 2022, the Police Department received the notice that we were selected for funding in the amount of \$59,968 for high frequency radio equipment (Attachment "B").
- 3. On October 17, 2022, the City Council accepted the grant funds and adopted Resolution No. 8185, amending the Fiscal Year 2022-2023 budget to appropriate the grant funds.

ANALYSIS:

The Police Department's primary objective during emergencies and natural disasters is to protect life and property. During these critical incidents, timely, accurate, and mission-necessary

POLICE DEPARTMENT

910 FIRST STREET, SAN FERNANDO, CA 91340

(818) 898-1250

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director

☐ Deputy City Manager

□ City Manager

Consideration to Approve a Purchase Order with NVIS Communications, LLC for the Codan Base Station and Transportable Radio Systems for the CalOES High Frequency Communication Equipment Grant Page 2 of 3

communications are vital. The purchase of the aforementioned radio equipment would provide the Police Department the capability of communicating with allied partners across the Los Angeles County, State, and Federal governments, even if San Fernando's infrastructure was disabled. This particular system is capable of relaying encrypted digital communications to receivers ensuring confidential, mission-critical transmissions are secure.

The CalOES High Frequency Communications Equipment grant enables the purchase of radio/communication equipment that allows the Police Department, as an arm of local government, to be included in an integrated high frequency radio network service, which utilizes frequencies authorized by the Federal Communication Commission for emergency communications. This equipment provides the Police Department the capacity to communicate with other Local, State, and Federal agencies in the event of an emergency for a more coordinated response. The selected Codan systems meets the requirements of the CalOES HF grant and is currently used by Mutual Aid Area C partners along with other allied first-responding agencies.

The City's Code allows purchases for special equipment under section 2-801(a) Special equipment/supplies: In purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions. In this particular case, this equipment performs complex and unique functions that are required by CalOES and compatible with our Area C Mutual Aid Partners. Additionally, NVIS Communications, LLC is the sole factory authorized Sales and Service partner for Codan Communications in the United States (Attachment "C"). Therefore, staff recommends City Council approval as a special equipment/supply purchase.

BUDGET IMPACT:

The CalOES HF Communications Equipment Grant from the State of California is a reimbursable grant and requires the Police Department to enter into an agreement with CalOES to administer the grant. The grant was awarded for the amount of \$59,968 and the previously adopted Budget Resolution appropriated the full grant amount in Fiscal Year 2022-2023. Therefore, there is no impact to the General Fund.

CONCLUSION:

Staff recommends that the City Council approve a purchase order with NVIS Communications, LLC for Codan Base Station and Transportable Radio Systems for an amount not to exceed \$59,968.

Consideration to Approve a Purchase Order with NVIS Communications, LLC for the Codan Base Station and Transportable Radio Systems for the CalOES High Frequency Communication Equipment Grant Page 3 of 3

ATTACHMENTS:

- A. NVIS Communications, LLC Quote for Radio Equipment, valid until 05/31/23
- B. CalOES Award Letter
- C. Codan US Authorized Distributor Letter

June 20,	, 2023 Regular CC Me	eting
NVIS Con NVIS Communication 28850 Shannon Cour Tehachapi, CA 9356 Telephone: 408-712- ftippetts@nviscom.co	s, LLC t .1 -1591	itions
CONSIGNEE: Sergeant CJ Chiass City of San Fernand 910 First Street San Fernando, CA Phone: 818-898-12 cjchiasson@sfcity.o	91340 254 / 818-282-821 org	
FORWARDING AG Freight Forwarder to	ENT / MERCHAN be advised	IT / CARRIER
Despatch Method Air Freight	Freight Method	
Point of Delivery:	DDP San Ferna (INCOTERI	ndo, CA USA MS 2010 APPLY)

Quote No. NVIS 20044015BF	Quote Date 11/10/2022	Pages 1 of 3
NVIS Representative Feather Tippetts		Telephone: 1-408-712-1591
Customer Order no.		Quotation Valid to: 06/30/23

PURCHASER:

Sergeant CJ Chiasson City of San Fernando 910 First Street

San Fernando, CA 91340

Phone: 818-898-1254 / 818-282-8216

cjchiasson@sfcity.org

QUOTATION

The Company Bank is: J.P. Morgan Chase

270 Park Avenue, New York, NY 10017

| Fernando, CA USA | SWIFT/BIC No: CHASUS33 | USD ACCT 916300882 | Routing No: 322271627

Payment Terms: 30 days from Invoice Date

EFT or Zelle Preferred, Credit Cards Accepted with a 3.5% fee on total.

Line	Part Number	Description		Quantity	Unit Price	Amount
10		City of San Fernando - CALOE	S Grant Pricing			
30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210	HF-PACKAGES 08-07218-002 30-11208-000 15-10469-000 15-10593-000 08-06952-001 15-10597 15-10645 08-07204-001 15-60025 08-07215-001 78-16019 67-90202 15-10561 15-00765 15-10618 15-10622 15-10630 15-04177-EN	Opt GPS, 2210 GPS Rcvr, Envoy/SRx/AR Voic Opt Free Tune TX 2210/2310/2 Opt, XTEND App Enable 2210/ Option, Virtual CP Enable, 2210 Envoy Getting Started Guide	IMUNICATIONS (3G) item 20 ,7mm I(Int fit) to USB A 2m 2210/2110 2110 2110 2110 2110 2110 2110	1 EA	13,542.30	13,542.30
220	06-02809-EN	Quick Reference Card, Envoy		1 EA		
Cust	omer Notes:				Sub total	13,542.30

Customer Notes:
During the Global COVID-19 Pandemic, all freight and insurance quotes are only valid for 30 days from the Quote Date. If the quote is accepted 30 days after the Quote Date but is within Quotation Validity, Codan Limited reserve the right to amend and update all freight and insurance charges.

Total USD

All Prices Quoted in United States Dollars

This Quotation is subject to Codan's Standard Terms and Conditions of Supply and International Product Warranty, copies of which are available at www.codancomms.com/terms. Codan is not required to supply The Purchaser following issuance of this Quotation unless and until The Purchaser formally submits an Order to Codan.By submitting an Order to Codan, The Purchaser warrants and represents to Codan that it has read and understood Codan's Standard Terms and Conditions of Supply and International Product Warranty, and agrees to comply with these in full.



NVIS Communications, LLC 28850 Shannon Court Tehachapi, CA 93561 Telephone: 408-712-1591 ftippetts@nviscom.com

Quote No.	Quote Date	Pages	
NVIS 20044015BF	11/10/2022	2 of 3	
NVIS Representative Feather Tippetts		Telephone: 1-408-712-1591	

QUOTATION

Line	Part Number	Description	Quantity	Unit Price	Amount
230	78-20022	Tcvr Supply, 3020 c/w packaging	1 EA		
240	67-90307	Cable, 3C Blk Mld IEC-US 2m	1 EA		
250	05-06374	Earth Braid	1 EA		
260	15-04178-USB	TPS Software	1 EA		
270	08-07214-001	Cable, USB Programming, 222X / 2230 1,5M	1 EA		
280	67-90406	Adaptor,microUSB Plug 2 USB Socket,153mm	1 EA		
290	15-04168-USB	Key Management Software, USB Package	1 EA		
300	15-04171-USB	Key Fill Software, USB Package	1 EA		
301	15-06002-USB	Virtual Control Point S/w,2210/2310/2410	1 EA		
302	15-04190-USB	Sprint Net Software, USB Package	1 EA		
305	15-00411-003	Ant, Term folded dipole 43m	1 EA		
306	15-60046	Kit, Base Station Grounding UHF	1 EA		
	HF-PACKAGES	FLYK-125-SMART TRANSPORTABLE Sub-items 1010 to 1320 belong to item 1000	1 EA	25,124.40	25,124.40
	08-07520-001	Case, FLYK-125, Black	1 EA		
	08-07218-002	RF Unit, 2210 Envoy X2	1 EA		
	08-07000-001	Handset, 2220	1 EA		
	15-00149	Cradle, 2220	1 EA		
	15-10469-000	Opt F, Fan (Int fit)	1 EA		
	15-04177-EN	Envoy Getting Started Guide	1 EA		
	78-20022	Tcvr Supply, 3020 c/w packaging	1 EA		
	67-90307	Cable, 3C Blk Mld IEC-US 2m	1 EA		
	08-07336-001	Envoy Smartlink, 2240	1 EA		
	08-07205-001	Cable, 2230/2240 to RF-Unit, 1m	1 EA		
	78-01263	Antenna, With Gimble WiFi RP-SMA	1 EA		
	15-04186-EN	Reference Manual, Envoy Smartlink, 2240	1 EA		
	15-10593-000	Opt 3G ALE/DV/2G Data, 2210 (Int fit)	1 EA		
	08-06952-002	Cable, Data, 15way 2210 Tcvr to USB A 6m	1 EA		
	15-10595	Upgrade, AES-256 Encryption, 2210/2110	1 EA		
	15-10597 15-10561	Upgrade, Low Rate DV, 2210/2110	1 EA		
	15-10561	Opt GPS, 2210	1 EA		
	15-10618	GPS Rcvr, Envoy/SRx/AR Voice Opt Free Tune TX 2210/2310/2410	1 EA 1 EA		
	15-10618	Opt, XTEND App Enable 2210/2310/2410	1 EA		
	15-10630	Option, Virtual CP Enable, 2210/2310/2410	1 EA		
	15-10630 15-04178-CD	TPS Software CD Package	1 EA		
	08-07214-001	Cable, USB Programming, 222X / 2230 1,5M	1 EA		
	67-90406	Adaptor,microUSB Plug 2 USB Socket,153mm	1 EA		
	15-04168-USB	Key Management Software, USB Package	1 EA		
	15-04171-USB	Key Fill Software, USB Package	1 EA		
	15-06002-USB	Virtual Control Point S/w,2210/2310/2410	1 EA		
	10 00002 000	VIII. CONTROLL CONTROL C			

Sub total 38,666.70

Total USD

All Prices Quoted in United States Dollars

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NVIS Communications, LLC 28850 Shannon Court Tehachapi, CA 93561 Telephone: 408-712-1591 ftippetts@nviscom.com

Quote No.	Quote Date	Pages
NVIS 20044015BF	11/10/2022	3 of 3
NVIS Representative Feather Tippetts		

QUOTATION

Line	Part Number	Description		Quantity	Unit Price	Amount
1290		Sprint Net Software, USBPackage Mast, Rolatube, 5m Ant, Tactical Broadband (150W) Cable, Coax UHF to N RG58 30ft Factory Configuration Radios are subject to Australian Government Export Controls. A sign Declaration will be required.		1 EA 1 EA 1 EA 1 EA 1 EA		
2000	Services / Training	SERVICES / TRAINING / SUPPO Sub-items 2010 to 2040 belong to		1 EA	13,950.00	13,950.00
2010		Services: Site Survey & Consulting Customized Site Report				
2020		Training: Computer Based Training Basic HF Training via TEA	MS			
2030		Remote Access: Cradlepoint IBR900 (Cellular Services 3 years of NetCloud Mana (No additional cos	ger Service			
2040		Additional Data Capability: Pactor Modem DR7800 Data Terminal Messaging Software for D	ata Terminal			
					Sub total	52 616 70

Sub total 52,616.70
City of San Fernando Sales Tax (10.250%) 5,393.21
Freight 689.43
Insurance 120.12

Total USD

58,819.46

All Prices Quoted in United States Dollars

This Quotation is subject to Codan's Standard Terms and Conditions of Supply and International Product Warranty, copies of which are available at www.codancomms.com/terms. Codan is not required to supply The Purchaser following issuance of this Quotation unless and until The Purchaser formally submits an Order to Codan.By submitting an Order to Codan, The Purchaser warrants and represents to Codan that it has read and understood Codan's Standard Terms and Conditions of Supply and International Product Warranty, and agrees to comply with these in full.

GAVIN NEWSOM GOVERNOR



ATTACHMENT "B" MARK S. GHILARDUCCI DIRECTOR

May 27, 2022

Irwin Rosenberg, Lieutenant San Fernando, City of 910 First Street San Fernando, CA 91340-2992

Notification of Grant Subaward Application Approval Subject:

High Frequency Communications Equipment Program

Grant Subaward #: FH21 01 1410

Dear Lt. Irwin Rosenberg:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$59,968, subject to Budget approval. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those funds owed as a result of a close-out or audit, must be refunded to Cal OES within 30 days upon receipt of an invoice.

Please contact your Program Specialist, Nicolas Martin, at (916) 539-3501 with questions about this notice.

VS Grants Processing Unit

cc: Subrecipient's file Program Specialist Cal OES Hea Only

			(Cai Ora ose C	my	
Cal OES #	037 66140 04	FIPS #	027 66140	VS#	Subaward # FH21 01 1410

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES **GRANT SUBAWARD FACE SHEET**

he California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the followir	he (California Governor's	Office of Emergency	v Services (Cal OES) hereby makes a Gro	ant Subaward of funds	to the following
--	------	-----------------------	---------------------	---------------------	----------------------	-----------------------	------------------

1. Subrecipient: City of	San Fernando		1a. DUNS#: <u>869 1710</u>	JI
2. Implementing Agency:	San Fernando P	olice Department	2a. DUNS#: <u>860 (716</u>))
3. Implementing Agency Ad	dress:	910 First Street (Street)	San Fernando (City)	91340-2992 (Zip+4)
4. Location of Project:	910 First Street	(City)	Los Angeles (County)	91340-2992 (Zip+4)
5. Disaster/Program Title:	FH - High Frequer	cy Communications Equipment Program	6. Performance/ 4/1/2022 Budget Period: (Start Date) NM	10/31/2023 7/1/2023 (End Date)

Federally Approved ICR (if applicable): 7. Indirect Cost Rate:

	Item Number	Grant Year 2021	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
NM	8.	2022	PSC1	\$59,968 \$59,621						\$59,968 \$59,621
	9,	Select	Select							
	10.	Select	Select							
Ì	11.	Select	Select							
	12.	Select	Select							
IM [Total	Project	Cost	\$59,968 \$59,621		\$59,968\$57,621				\$59,968 \$59,621

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

Official Authorized to Sign for Subrecipie	ent:
--	------

Name: Fabian Valdez	Title: Chief of Police	
Payment Mailing Address: 117 Macneil Street	City: <u>San Fernando</u>	Zip Code+4: 91340-2992
Signature:	Date: 2 - 2 6	3.2022
16.Federal Employer ID Number: 956000779	>	

(FOR Cal OES USE ONLY)

Thereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by: 5/23/2022 (Cal Ols Fiscal Officer) B485 (Date)

5/23/2022 Heather Lardson (Date)

RECEIVED By Al Hardoy at 9:07 am, Mar 30, 2022

mail log: 753520

ENY: 2021-22 SL: 01765 Chapter: 21 Item: 0690-001-0001 Pgm: 0395

Fund: General Fund **Program: High Frequency Communications**

Equipment Program Match Req.: None

Project ID: OES21PSC1000000 Amount: \$59,968.00

SC: 2021-01765





Grant Subaward Contact Information

Gro	ant Subaward #: FH21 01 1410
Sub	precipient: City of San Fernando
,	Grant Subaward Director: Name: Irwin Rosenberg Title: Lieutenant Telephone #: 818-898-1255 Email Address: irosenberg@sfcity.org Address/City/ Zip Code (9-digit): 910 First St., San Fernando, CA 91340-2992
	Financial Officer: Name: Sonia Garcia Title: Finance Director Telephone #: 818-898-1215 Email Address: sgarcia@sfcity.org Address/City/ Zip Code (9-digit): 117 Macneil St., San Fernando, CA 91340-2992
	Programmatic Point of Contact: Name: CJ Chiasson Title: Sergeant Telephone #: 818-282-8216 Email Address: cjchiasson@sfcity.org Address/City/ Zip Code (9-digit): 910 First St., San Fernando, CA 91340-2992
	Financial Point of Contact: Name: Sonia Garcia Title: Finance Director Telephone #: 818-898-1215 Email Address: sgarcia@sfcity.org Address/City/ Zip Code (9-digit): 117 Macneil St., San Fernando, CA 91340-2992
	Executive Director of a Non-Governmental Organization or the Chief Executive Officer (i.e., chief of police, superintendent of schools) of the implementing agency: Name: Fabian Valdez Title: Chief of Police Telephone #: 818-898-1250 Email Address: fvaldez@sfcity.org Address/City/ Zip Code (9-digit): 910 First St., San Fernando, CA 91340-2992
	Official Designee, as stated in Section 15 of the Grant Subaward Face Sheet:Name:Fabian ValdezTitle:Chief of PoliceTelephone #:818-898-1250Email Address:fvaldez@sfcity.orgAddress/City/ Zip Code (9-digit):910 First St., San Fernando, CA 91340-2992
	Chair of the Governing Body of the Subrecipient: Name: Nick Kimball Title: City Manager Telephone #: 818-898-1202 Email Address: nkimball@sfcity.org Address/City/ Zip Code (9-digit): 117 Macneil St., San Fernando, CA 91340-2992



Grant Subaward Signature Authorization

Grant Subaward #: FH21 01 1410	
Subrecipient: City of San Fernando	
Implementing Agency: San Fernando Police D	epartment
The Grant Subaward Director and Financia	l Officer are REQUIRED to sign this form.
Grant Subaward Director:	Financial Officer:
Printed Name: Irwin Rosenperg	Printed Name: Sonia Garcia
Signature:	Signature: Zoni Haren
Date:	Signature: Gonn Harri Date: 2/28/22
The following persons are authorized to sign for the Grant Subaward Director :	The following persons are authorized to sign for the Financial Officer :
Signature:	Signature:
Printed Name: CJ Chiasson	Printed Name: Sylvia Ortega
Signature:	Signature:
Printed Name:	Printed Name:
Signature:	Signature:
Printed Name:	Printed Name:
Signature;	Signature:
Printed Name:	Printed Name:
Signature:	Signature:
Printed Name:	Printed Name:

Grant Subaward Signature Authorization – Cal OES 2-103 (Revised 10/2020)



Grant Subaward Certification of Assurance of Compliance

Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that the Subrecipient will comply with the requirements and restrictions outlined in the Subrecipient Handbook, including but not limited to:

- Proof of Authority,
- State and federal civil rights laws,
- Equal Employment Opportunity,
- Drug-Free Workplace,
- California Environmental Quality Act, and
- Lobbying.

The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form. For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name







Grant Subaward Certification of Assurance of Compliance

Subrecipient: City of San Fernando

		Cal OES Program Name	Grant	Grant Subaward
		<u> </u>	Subaward #:	Performance Period
1	NM	High Frequency CommunicationsEquipmen	t Program	04/01/22 - 10/31/23
2			FH21 01 1410	
3				
4				
5				
6				

I. Fabian Valdez

(Official Designee; same person as

Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION						
I, the official named below, am the same individual authorized to sign the Grant						
Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I						
am duly authorized legally to bind the Subrecipient to the above-described						
certification. I am fully aware that this certification, executed on the date, is made						
under penalty of perjury under the laws of the State of California.						
order periony or perjory ender me rame or me ender a second or a s						
Official Designee's Signature:						
Official Designee's Typed Name: Fabian Valdez						
Official Designee's fine.						
Date Exception.						
AUTHORIZED BY:						
I grant authority for the Subrecipient/Official Designee to enter into the specific						
Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant						
Subaward performance period identified above) and applicable Grant Subaward						
Amendments with Cal OES.						
County Financial Officer County Financial Officer						
Governing Board Chair 1 1						
Signature:						
Typed Name: Nick Kimball						
Title: City Manager,						
Date Executed: 2/24/2022						



Grant Subaward Budget Pages

Single Fund Source

Subrecipient: City of San Fernando	Grant Subaward #: FH2	1 01 1410
A. Personnel Costs - Line-item description and ca		Total Amount Allocated
Sergeant Chiasson x 40 hours of training and insta		\$5,000
PERSONNEL COSTS CATEGOTY TOTAL		\$5,000



Grant Subaward Budget Pages

Single Fund Source

Subrecipient: City of San Fernando Grant Subaward #: FH21 01 1410					
B. Operating Costs - Line-item description and calculation	Total Amount	Allocated			
Site Inspection and Training by NVIS Communications, LLC	NM	= \$13,950xt			
Site Inspection and Training by NYIS Gemmunications, LLG Installation costs and modification to the building for new radio system	NM	\$1,700			
OPERATING COSTS CATEGORY TOTAL NM	\$1,700	-\$15,650			



Grant Subaward Budget Pages

Single Fund Source

Subrecipient: City of San Fernando	Grant Subawa	rd #: FH2	1 01 1410
C. Equipment Costs - Line-item description and	calculation		Total Amount Allocated
NASPO 3G Envoy HF Base Station package			\$13,543
NASPO 3G Envoy FLYK-125-SMART Transportable	e package(\$25,125)	NM	\$39,725 \$25,125
Shipping Cost for Equipment (\$650) Training HF Installation Site Visit and Training for Voice/Data and Remote (\$1	3,950)	NM NM	\$650
EQUIPMENT COSTS CATEGORY TOTAL		NM	\$53,268 -\$39,318
Tabel Prairie of Cost (NA) at an otab the Crost Su	agward Egga Sha	20t)	\$59,968
Iotal Project Cost (Must match the Grant Su	Jawaia race site	-0 1)	Ş37,700

VSPS Budget Summary Report

FH21 High Frequency Communications Equipment Program Subaward #: FH21 01 1410 San Fernando, City of Performance Period: 04/01/22 - 10/31/23 High Frequency Communications Equipment Program Latest Request: , Not Final 201 A. Personal Services - Salaries/Employee Benefits F/S/L **Funding Source Budget Amount** Paid/Expended **Balance Pending Pending Balance** S 21PSC1 5,000 0 5,000 0 5,000 Total A. Personal Services - Salaries/Employee Benefits: 5,000 0 5,000 0 5,000 B. Operating Expenses F/S/L **Funding Source Budget Amount** Paid/Expended **Balance Pendina Pending Balance** S 21PSC1 1,700 0 1,700 0 1,700 Total B. Operating Expenses: 1,700 0 1,700 0 1,700 C. Equipment F/S/L **Funding Source Budget Amount** Paid/Expended **Balance Pending Pending Balance** S 21PSC1 53,268 0 53,268 0 53,268 Total C. Equipment: 53,268 0 53,268 0 53,268 **Budget Amount** Paid/Expended **Balance** Pending **Pending Balance Total Local Match:** 0 0 0 0 59,968 **Total Funded:** 0 59,968 0 59,968 **Total Project Cost:** 59.968 0 59.968 0 59,968

ATTACHMENT "C"



Codan US, Inc. 19955 Highland Vista Drive Suite 145 Ashburn VA 20147 USA

March 3, 2023

Sgt CJ Chiasson San Fernando Police Department 910 First Street San Fernando, CA 91340

Subject: NVIS Communications

Dear Sergeant Chiasson:

This letter is to certify that NVIS Communications is the sole factory authorized Sales & Service partner for Codan Communications in the United States.

Please contact the undersigned with any questions you may have.

Respectfully,

Paul Moskowitz

SVP

Paul.Moskowitz@CodanComms.com

(703) 625-1956

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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: June 20, 2023

Subject: A Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year

2023-2024 City Budget

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Review and discuss the Fiscal Year 2023-2024 Proposed Budget; and
- c. Pending public testimony, adopt Resolution No. 8242 (Attachment "A") approving the Fiscal Year (FY) 2023-2024 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

BACKGROUND:

- 1. On February 21, 2023, the City Council received a presentation of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2022, FY 2022-2023 Mid-Year Budget update, and FY 2023-2024 Budget Outlook. This marked the kick-off of the Fiscal Year 2023-2024 Budget season.
- 2. On March 3, 2023, the City Council held a Special Study Session to review the 2022-2026 Strategic Goals and discuss FY 2023-2024 City Council Priorities.
- 3. During April 2023, the City Manager and Director of Finance met with each Department to develop the FY 2023-2024 City Manager's Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.
- 4. On May 1, 2023, the FY 2023-2024 Proposed Budget in Brief was provided to City Council and posted to the City's website.

FINANCE DEPARTMENT 117

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SFCITY.ORG

REVIEW: \boxtimes Finance Director \square De

☐ Deputy City Manager ☐ City Manager

A Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2023-2024 City Budget Page 2 of 5

- 5. On May 5, 2023, the complete FY 2023-2024 Proposed Budget was posted to the City's website and delivered to City Council (<u>SFCITY.ORG/Finance/#Financial-Documents</u>).
- 6. On May 15, 2023, the City Council received the Budget Overview presentation from staff and held discussion.
- 7. On May 22, 2023, the City Council received presentations from the Administration, City Clerk, Police, Finance, and Recreation and Community Services departments and held discussion.
- 8. On May 30, 2023, the City Council completed discussions with the Recreation and Community Services Department and received presentations from the Community Development and Public Works departments, held discussion, and received follow up on prior budget study session information requests.
- 9. On June 5, 2023, the City Council reviewed prior budget study enhancement requests and discussed additional enhancements.

ANALYSIS:

Budget Study Discussions.

Through the Budget Study Sessions, staff has tracked City Council comments and feedback into four categories:

- 1) General Comments (i.e., statement of support or opposition to a work plan or enhancement item);
- 2) Work Plan (i.e., items that impact the Department's work plan but do not require an appropriation);
- 3) Budgetary Items (i.e., items that have a financial impact and require an appropriation); and
- 4) Follow-Up (i.e., items requiring additional information from staff for City Council review).

Budget Study Session feedback has been summarized in Attachment "C".

Budget Overview.

The theme of the FY 2023-2024 City Manager's Proposed Budget is "Let the Dust Settle." Although this theme seems to indicate a pause in activity, that will certainly not be the case. Utilizing the significant additional resources approved by City Council since 2020, each Department's work plan includes efforts to move the Strategic Goals forward.

Due to the economic uncertainty predicted by many economists over the next year, the significant number of service enhancements approved by City Council over the last three budget cycles, and the return to normal operations post-COVID, *Letting the Dust Settle* will allow staff to complete the recruitments for new staff positions approved by City Council, procure the new

A Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2023-2024 City Budget Page 3 of 5

equipment approved by City Council, implement the new programs approved by City Council, and measure the impact of those new positions, equipment, and programs on services. Additionally, since there is widespread economic uncertainty, the proposed budget focuses on one-time enhancements and includes minimal on-going enhancements (i.e., no new staff positions being proposed).

Nearly \$5.0 million in General Fund enhancement requests were submitted by City Departments. After initial review of the proposed budget, the City Manager is recommending \$60,000 in ongoing enhancements and \$319,190 in one-time enhancements in the General Fund. More detailed information on approved enhancements is included in the "Recommended Enhancements" section of proposed budget document.

Overall, the General Fund has a budget surplus (i.e., total revenues exceed total expenditures) of approximately \$266,835. Discussion regarding use of the surplus was captured throughout the Budget Study Sessions, as recapped in Attachment "B".

Measure A and Measure SF.

In June 2013, San Fernando voters approved a 0.50% local transaction use tax (Measure A) for a period of seven years. In November 2018, voters approved to extend the tax indefinitely, which will provide financial stability to the City in the near future. In November 2020, San Fernando voters approved an additional 0.25% local transaction use tax (Measure SF), for a total local transaction use tax of 0.75%. This effort was critical to keep sales tax local and avoid other taxing entities from passing a transaction tax that would otherwise be imposed on San Fernando customers, but spent regionally rather than locally.

The Local Transaction Use Tax is projected to raise approximately \$5.0 million in FY 2023-2024 and will continue to be used to pay off existing debt, strengthen rainy day fund reserves, enhance services to the community and provide the financial resources necessary to implement the City's Strategic Goals 2022-2026. More detail on City's Local Transaction Use Tax expenditures, can be found in the City Manager's Budget Message in the Proposed Budget document.

Capital Improvements.

The FY 2023-2024 Proposed Budget includes funding for a number of critical capital improvements to address the backlog of deferred maintenance, including \$2.0 million for Phase 3 of the Citywide slurry seal project, \$6.3 million for water improvements, \$1.1 million for transportation and traffic safety improvements and \$0.3 million for bus shelters. Funding for these capital improvements is provided primarily through Special Revenue Funds, Capital Grant Funds and Enterprise Funds.

More detailed information regarding the FY 2023-2024 Proposed Capital Improvement Program may be found in Section VI. "Capital Improvement Projects" of proposed budget document.

A Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2023-2024 City Budget Page 4 of 5

Budget Adoption Resolution.

The Budget Resolution (Attachment "A") authorizes staff to execute routine budget-related items without requiring additional City Council action, including the authority to:

- Update the Department work programs based on direction received from City Council at the Budget Study Session.
- Carry over and re-budget unspent Community Investments Funds from prior years.
- Carry over and re-budget encumbered operational accounts and unexpended account balances for Capital Improvement Projects from FY 2022-2023 to FY 2023-2024 with the approval of the City Manager.
- Transfer appropriations within departmental budgets (e.g., from one division to another within the same department) with the approval of the City Manager, provided it does not result in a net increase to the department's total appropriation.
- Increase revenue and expenditure appropriations provided the adjustment to revenues equals or exceeds the adjustment to expenditures. These types of adjustments typically occur during the year for items such as grants, services that are fully reimbursed by applicants, and tax audits that are conducted on a contingency basis.
- Open Blanket Purchase Orders for the purchase of routine goods and services provided the cost does not exceed the budget adopted by City Council.

The Budget Resolution has been amended from prior years, with the exclusion of authority of the City Manager or his/her designee to increase revenues and appropriations for all grant funded programs and projects. In line with current practice and to maintain consistency, all grant funded programs will be presented to City Council for authorization going forward.

BUDGET IMPACT:

The total Proposed Budget for all funds is approximately \$51.4 million. In accordance with the City's Budget Policy, the FY 2023-2024 Proposed General Fund Budget represents a balance budget, with General Fund revenues of \$26,278,215 and expenditures of \$26,011,380 estimating a surplus of \$266,835.

Discussion regarding the appropriation of surplus was continued to the June 20, 2023 regular City Council meeting, at which time City Council may recommend modifications or amendments in its motion to adopt the Resolution approving the FY 2023-2024 Budget.

A Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2023-2024 City Budget Page 5 of 5

CONCLUSION:

It is recommended that the City Council conduct a public hearing, review the FY 2023-2024 Proposed Budget and allocate the resources required to move the 2022-2026 Strategic Goals and Council Priorities forward in the upcoming fiscal year, and pending public testimony, adopt Resolution No. 8242, as amended by the City Council in its motion to approve the resolution, if applicable.

ATTACHMENTS:

- A. Resolution No. 8242, including:
 - Exhibit 1: Adjustments to the Proposed Budget
 - Exhibit 2: Summary of Revenues by Fund
 - Exhibit 3: Summary of Appropriations by Fund By Type
 - Exhibit 4: Summary of General Fund Revenues by Type
 - Exhibit 5: Summary of General Fund Appropriations by Division By Type
 - Exhibit 6: Capital Improvement Program
 - Exhibit 7: Summary of Blanket Purchase Orders
- B. Fiscal Year 2023-2024 Proposed Budget Enhancement Request Summary
- C. May 22, 2023, May 30, 2023 and June 5, 2023 City Council Meeting Recap

RESOLUTION NO. 8242

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2023-2024 AND ESTABLISHING ESTIMATED REVENUES AND APPROPRIATIONS AS DESCRIBED HEREIN

WHEREAS, the City Council has received and considered a proposed budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, the City Council has reviewed and modified the proposed budget and conducted a Public Hearing on the budget on June 20, 2023; and

WHEREAS, the City Council has determined that it is necessary for the efficient management of the City that certain sums raised from revenues, transfers, and reserves of the City be appropriated to the various departments, offices, agencies and activities of the City;

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

SECTION 1: An annual budget for the City of San Fernando for the fiscal year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk's Office (the "Annual Budget"), is hereby adopted; that Annual Budget being the proposed budget, as amended, modified and corrected in open study sessions before the City Council.

SECTION 2: The sums of money set forth in the Annual Budget are hereby appropriated from the revenues and the reserves of the City of San Fernando to the respective funds and accounts therein set forth for expenditure during Fiscal Year 2023-2024 for each of the several objects of Salaries and Wages, Operations and Maintenance, Capital Outlay and Public Improvements.

SECTION 3: The sums of money set forth in Exhibits "1", "2", "3", "4", "5", "6" and "7" are hereby appropriated to the following named departments, offices, agencies and activities of the City for expenditures during Fiscal Year 2023-2024 as shown in Exhibits "1", "2", "3", "4", "5", "6" and "7".

SECTION 4: Work programs in the published adopted budget shall be revised to reflect necessary updates and direction from the City Council on May 22, 2023, May 30, 2023 and June 5, 2023.

SECTION 5: Account balances that are encumbered as of June 30, 2023 may be carried over and re-budgeted in the fiscal year 2023-2024 budget with the approval of the City Manager or his/her designee.

- **SECTION 6:** The unexpended account balances, as of June 30, 2023, for Capital expenditures, capital grants, and Capital Improvement Projects may be carried over and re-budgeted in the fiscal year 2023-2024 budget with the approval of the City Manager or his/her designee, provided it does not exceed the prior year adjusted budget.
- **SECTION 7:** Appropriation transfers may be made within departmental budgets from one functional category to another or from one division or section to another with the approval of the City Manager or his/her designee, provided there is no net increase in the department's total appropriation.
- **SECTION 8:** Appropriation transfers to cover retirement/termination related leave payoffs may be made from the non-departmental contingency account to accounts within the budget categories of the various departments, divisions and offices with the approval of the City Manager or his/her designee.
- **SECTION 9:** The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs incurred in connection with tax audits that are incurred on a contingency fee basis, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.
- **SECTION 10:** The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs such as reimbursable planning services, recreation enrichment classes, youth sports programs or other services that will be reimbursed by an applicant, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.
- **SECTION 11:** The Purchasing Officer is authorized hereunder to proceed with purchases of goods and services under Blanket Purchase Orders for vendors identified in Exhibit "7" provided the total cost for goods and services does not exceed the "not-to-exceed" amount for each vendor. The Purchasing Officer is authorized to increase each Blanket Purchase Order identified in Exhibit "7" in an amount not-to-exceed the Purchasing Officer's purchasing authority of \$25,000 per Blanket Purchase Order.
- **SECTION 12:** No such carry overs or transfers authorized pursuant to the foregoing paragraphs shall be construed as establishing additional regular positions without prior approval of the City Council.
- **SECTION 13:** The City Manager or his/her designee is authorized to carry over any unspent funds from the Community Investment funds from all prior fiscal years.

PASSED, APPROVED, AND ADOPTED this 20th day of June, 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. 8242 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 20 th day of June, 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 June, 2023.
Julia Fritz, City Clerk

001 - GENERAL FUND										
Beginning Fund Balance			7,132,761							
Proposed Revenue Total			26,278,215							
Proposed Revenue Total	Proposed	Revised	20,276,213							
Account - Description	Estimate	Estimate	Change							
N/A	-	-	-							
Total Revenue Adjustments	-	-	-							
Revised Revenue Total			26,278,215							
Proposed Expenditure Total			26,011,380							
	Proposed	Revised	,,,							
Account - Description	Appropriation	Appropriation	Difference							
N/A		-	-	<u>-</u>						
Total Expenditure Adjustments	-			-						
Revised Expenditure Total			26,011,380							
Operating Surplus(Deficit)			266,835							
Ending Fund Balance			7,399,596							
003 CURRI	FR4FRITAL LAVA/ F	NEODCEMENT EL	INDC (CLECT)							
Beginning Fund Balance		ENFORCEMENT FU	193,224							
ů ů			ŕ							
Proposed Revenue Total	December	On total	422,860							
Account - Description	Proposed Estimate	Revised Estimate	Change							
002-3679-0000 COPS MORE	422,860	150,000	-	Correction to Grant Funding						
Total Revenue Adjustments	422,860	150,000	(272,860)	=						
		•								
Revised Revenue Total			150,000							
Proposed Expenditure Total			325,022							
Account Description	Proposed Appropriation	Revised	Difference							
Account - Description 002-190-0000-4901 TRANSFER TO GENERAL FUND	Appropriation 325,022	Appropriation 150,000	Difference (175,022)	Correction to Grant Funding						
Total Expenditure Adjustments	325,022	150,000	(175,022)	<u>-</u>						
			150,000							
Davisad Evacaditusa Tatal			150 000							
Revised Expenditure Total Operating Surplus(Deficit)			0							

City of San Fernando Adjustments to Proposed Budget Fiscal Year 2023-2024

	012 -MI	EASURE R		
Beginning Fund Balance			1,200	
Proposed Revenue Total				
	Proposed	Revised	180,022	
Account - Description	Estimate	Estimate	Change	
012-3210-0000 SALES AND USE TAXES	180,022	422,860	242,838	Correction to Grant Funding
Total Revenue Adjustments	180,022	422,860	242,838	=
Revised Revenue Total			422,860	
Proposed Expenditure Total			327,046	
Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
N/A	-	-	-	
Total Expenditure Adjustments	-	-	-	=
Revised Expenditure Total			327,046	
Operating Surplus(Deficit)			95,814	
Ending Fund Balance			97,014	

01	7 - RECREATION S	ELF SUSTAINING F	UND						
Beginning Fund Balanc	e		(14,034)						
Proposed Revenue Total			169,750						
	Proposed	Revised							
Account - Description	Estimate	Estimate	Change						
017-3770-1221 SENIOR YOGA	2,500	4,000	1,500						
017-3770-1327 TENNIS/PICKLEBALI	10,000	11,500	1,500						
017-3770-1332 YOUTH SOCCEF	7,000	8,000	1,000						
017-3770-1339 LINE DANCE CLASS	600	1,000	•	Additional Fund Review with RCS					
017-3770-1354 ADMINISTRATIVE FEES	8,203	8,500		Department to align with post-COVID					
017-3770-1355 VETERANS PROGRAM	2,100	7,800		activity					
017-3770-1362 FOLK DANCE	5,000	9,500	4,500	detivity					
017-3770-1364 AZTEC DANCE	500	600	100						
017-3770-1399 PARK REC PROG-DAY CAMP PROGRAM	7,947	87,500	79,553						
017-3770-1333 TARK RECTROG-DAT CAMIT TROGRAM				=					
Total Revenue Adjustments	43,850	138,400	94,550						
Revised Revenue Total			264,300						
Proposed Expenditure Total			340,753						
	Proposed	Revised							
Account - Description	Appropriation	Appropriation	Difference						
017-420-0000-4101 SALARIES-PERMANENT EMPLOYEES	35,864	-	(35,864)						
017-420-1399-4103 DAY CAMP WAGES-TEMP & P/T	115,084	75,032	(40,052)						
017-420-1399-4105 DAY CAMP OVERTIME	-	100	100						
017-420-1399-4120 DAY CAMP-O.A.S.D.I.	11,548	4,440	(7,108)						
017-420-1399-4124 DAY CAMP-RETIREMENT	2,649	3,308	659						
017-420-1399-4130 DAY CAMP-WRKRS. COMP. INS	2,385	4,620	2,235						
017-420-1399-4138 DAY CAMP-LIFE INS.	2,220	-	(2,220)						
017-420-1321-4260 CONTRACTUAL SERVICES	2,000	3,500	1,500						
017-420-1326-4260 CONTRACTUAL SERVICES	6,500	4,500	(2,000)						
017-420-1327-4300 DEPARTMENT SUPPLIES	1,200	1,000	(200)						
017-420-1328-4300 DEPARTMENT SUPPLIES	7,000	10,000	, ,	Additional Fund Review with RCS					
017-420-1330-4300 DEPARTMENT SUPPLIES	19,000	20,000	-,	Department to align with post-COVID					
017-420-1332-4260 CONTRACTUAL SERVICES	8,000	7,000		activity					
017-420-1333-4260 DEPARTMENT SUPPLIES	1,500	-	(1,500)	· · · · · · · · · · · · · · · · · · ·					
017-420-1333-4300 DEPARTMENT SUPPLIES	1,000	_	(1,000)						
017-420-1334-4300 DEPARTMENT SUPPLIES	2,000	4,500	2,500						
017-420-1337-4300 DEPARTMENT SUPPLIES	1,500	2,000	500						
017-420-1339-4260 CONTRACTUAL SERVICES	600	900	300						
017-420-1355-4300 DEPARTMENT SUPPLIES	2,000	-	(2,000)						
017-420-1355-4260 CONTRACTUAL SERVICES	-,-30	5,000	5,000						
017-420-1362-4260 CONTRACTUAL SERVICES	5,000	7,000	2,000						
017-420-1364-4300 DEPARTMENT SUPPLIES	200	-	(200)						
017-420-1399-4300 DAY CAMP-DEPT. SUPPLIES	12,500	5,500	(7,000)						
Total Expenditure Adjustments	239,750	158,400	(81,350)	Ī					
Revised Expenditure Total			259,403						
Operating Surplus(Deficit)			259,403 4,897						
Operating surplus(Dentity			4,037						

Ending Fund Balance

(9,137)

026 - COMMUNITY DEVELOPMENT BLOCK GRAN										
Beginning Fund Balance			(26,995)							
Proposed Revenue Total	Proposed	Revised	-							
Account - Description	Estimate	Estimate	Chanaa							
Account - Description	Estimate	25,000	Change 25,000							
026-3693-0561 NEIGHBORHOOD CLEANUP PROGRAM	-	21,503	-							
026-3693-0185 SMALL BUSINESS ASST PROGRAM 026-3693-7533 FINANCIAL LITERACY	_	5,000		2023-2024 CDBG Allocation -						
020-3093-7333 TINANCIAL LITERACT				-						
Total Revenue Adjustments	-	51,503	51,503							
Revised Revenue Total			51,503							
Proposed Expenditure Total			-							
	Proposed	Revised								
Account - Description	Appropriation	Appropriation	Difference							
026-152-0561-4260 NEIGHBORHOOD CLEANUP PROGRAM	· -	25,000	25,000							
026-107-0185-4270 SMALL BUSINESS ASST PROGRAM	-	1,503	1,503	2023-2024 CDBG Allocation -						
026-107-0185-4450 SMALL BUSINESS ASST PROGRAM	-	20,000	20,000	Approved at 6/5/2023 Council Meeting						
026-420-7533 -4270 FINANCIAL LITERACY	-	5,000	5,000							
Total Expenditure Adjustments	-	51,503	51,503	=						
Revised Expenditure Total			51,503							
Operating Surplus(Deficit)			-							
Ending Fund Balance			(26,995)							
		TY DEVELOPMEN								
	055 - COMMUNI	TY DEVELOPMEN								
	055 - COMMUNI	TY DEVELOPMEN	Г							
Beginning Fund Balance	055 - COMMUNI	TY DEVELOPMEN [*] Revised	г 137,861							
Beginning Fund Balance Proposed Revenue Total Account - Description	055 - COMMUNI		г 137,861							
Beginning Fund Balance Proposed Revenue Total	055 - COMMUN I Proposed	Revised	137,861 50,000							
Beginning Fund Balance Proposed Revenue Total Account - Description	055 - COMMUN I Proposed	Revised	137,861 50,000	-						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A	055 - COMMUN I Proposed	Revised	137,861 50,000	-						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A Total Revenue Adjustments	055 - COMMUN I Proposed	Revised	137,861 50,000 Change	-						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A Total Revenue Adjustments Revised Revenue Total	055 - COMMUN I Proposed	Revised	137,861 50,000 Change - 50,000	=						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A Total Revenue Adjustments Revised Revenue Total	055 - COMMUN I Proposed Estimate -	Revised Estimate - -	137,861 50,000 Change - 50,000	=						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A Total Revenue Adjustments Revised Revenue Total Proposed Expenditure Total	Proposed Estimate	Revised Estimate - - -	T 137,861 50,000 Change - 50,000 33,842	EdgeSoft Software Agreement Increase						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A Total Revenue Adjustments Revised Revenue Total Proposed Expenditure Total Account - Description	Proposed Estimate Proposed Appropriation	Revised Estimate - - -	137,861 50,000 Change - 50,000 33,842 Difference	-						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A Total Revenue Adjustments Revised Revenue Total Proposed Expenditure Total Account - Description	Proposed Estimate Proposed Appropriation	Revised Estimate - - - Revised Appropriation	137,861 50,000 Change - 50,000 33,842 Difference	EdgeSoft Software Agreement Increase Approved at 6/5/2023 Council Meeting						
Proposed Revenue Total Account - Description N/A Total Revenue Adjustments Revised Revenue Total Proposed Expenditure Total Account - Description 055-135-0000-4260 CONTRACTUAL SERVICES Total Expenditure Adjustments	Proposed Estimate Proposed Appropriation 26,402	Revised Estimate Revised Appropriation 30,662	137,861 50,000 Change - 50,000 33,842 Difference 4,260	EdgeSoft Software Agreement Increase Approved at 6/5/2023 Council Meeting						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A Total Revenue Adjustments Revised Revenue Total Proposed Expenditure Total Account - Description 055-135-0000-4260 CONTRACTUAL SERVICES Total Expenditure Adjustments Revised Expenditure Total	Proposed Estimate Proposed Appropriation 26,402	Revised Estimate Revised Appropriation 30,662	137,861 50,000 Change - 50,000 33,842 Difference 4,260 4,260 38,102	EdgeSoft Software Agreement Increase Approved at 6/5/2023 Council Meeting						
Beginning Fund Balance Proposed Revenue Total Account - Description N/A Total Revenue Adjustments Revised Revenue Total Proposed Expenditure Total Account - Description 055-135-0000-4260 CONTRACTUAL SERVICES Total Expenditure Adjustments	Proposed Estimate Proposed Appropriation 26,402	Revised Estimate Revised Appropriation 30,662	137,861 50,000 Change - 50,000 33,842 Difference 4,260	EdgeSoft Software Agreement Increase Approved at 6/5/2023 Council Meeting						

City of San Fernando Adjustments to Proposed Budget Fiscal Year 2023-2024

Beginning Fund Balance	Beginning Fund Balance							
Proposed Revenue Total			5,750,948					
Account - Description N/A	Proposed Estimate	Revised Estimate -	Change -					
Total Revenue Adjustments	-	-	-	=				
Revised Revenue Total			5,750,948					
Proposed Expenditure Total	Proposed	Revised	5,720,099					
Account - Description	Appropriation	Appropriation	Difference					
070-384-0000-4310 EQUIPMENT AND SUPPLIES	5,400	20,000	14,600	For add'l SCADA system parts and on-site chlorine generation				
Total Expenditure Adjustments	5,400	20,000	14,600	•				
Revised Expenditure Total Operating Surplus(Deficit)			5,734,699 16,249					
Ending Fund Balance			1,446,950					

City of San Fernando Adjustments to Proposed Budget Fiscal Year 2023-2024

073 - REFUSE FUND										
Beginning Fund Balance	:		(728)							
Proposed Revenue Total			-							
•	Proposed	Revised								
Account - Description	Estimate	Estimate	Change							
N/A	-	-	-							
Total Revenue Adjustments	-	-	-	•						
Revised Revenue Total			-							
Proposed Expenditure Total			51,000							
Account - Description	Proposed Appropriation	Revised Appropriation	Difference							
073-350-0000-4260 CONTRACTUAL SERVICES	48,370	Appropriation -	(48,370)							
073-350-0000-4200 CONTRACTORE SERVICES 073-350-0000-4820 DEPRECIATION EXPENSE	2,630	-	(2,630)	Removal of unneeded funding						
Total Expenditure Adjustments	51,000	-	(51,000)	<u> </u>						
Revised Expenditure Total			-							
Operating Surplus(Deficit)			-							
Ending Fund Balance	•		(728)							

CITY OF SAN FERNANDO Actual						CITY OF SAN FERNANDO Adopted							
		Beginning	Adjusted	Adjusted	Adjusted	Proposed			Operating				Estimated
FUND		Balance	Revenues	Expenditures	Ending Balance	Revenues	Transfers	Total	Expenditures	Capital	Transfers	Total	Ending Balance
NO. FUND NAME		July 1, 2022	FY 2022-2023	FY 2022-2023	June 30, 2023	FY 2023-2024	In	Resources	FY 2023-2024	Expense	Out		June 30, 2024
		July 1, 1011	2022 2020		5diile 55, 1515					zxpense	-		
General Fund:													
001 General Fund	\$	10,231,041	25,408,948	28,507,228	\$ 7,132,761	\$ 24,082,236	2,195,979	26,278,215	25,835,047	-	176,333	26,011,380	\$ 7,399,596
		40.004.044	25 422 242	20.505.000	A - 100 - 51	A 24 222 225 A	2.407.070	26.272.247	25.025.045		176.000	26.014.000	4 - 200 - 20
lotal	General Fund: \$	10,231,041	25,408,948	28,507,228	\$ 7,132,761	\$ 24,082,236 \$	2,195,979	26,278,215	25,835,047	-	176,333	26,011,380	\$ 7,399,596
Special Revenue Funds:													
002 Supplemental Law Enforcement	Services \$	193,224	150,000	150,000	\$ 193,224	\$ 150,000		150,000	-	-	150,000	150,000	\$ 193,224
007 Proposition "A" - Transit Develop	oment Fund \$	255,623	619,232	605,724	\$ 269,131	\$ 689,224		689,224	619,011	-	50,559	669,570	\$ 288,785
008 Proposition "C" - Transit Develop	oment Fund \$	457,046	500,934	744,182	\$ 213,798	\$ 563,814		563,814	218,000	462,704	16,138	696,842	\$ 80,770
	φ			•									
009 Proposition "C" - Discretionary	\$	21,177	753,381	775,376	· · ·			-	-	-		-	\$ (818)
010 Grant Fund	\$	7,340,126	20,246,051	36,411,387	\$ (8,825,210)				- 27.000	- 2F 000	270 572	222.450	\$ (8,825,210)
011 State Gas Tax Fund	\$ \$	71,119	721,383	792,002		·		674,693	27,886	25,000	270,572	323,458	\$ 351,735
012 Measure R Fund	\$	1,185,891	375,701	1,560,392				422,860	180,022	242,024		422,046	•
013 Traffic Safety Fund	\$ \$	7,558	-	-	\$ 7,558			2,500				-	\$ 10,058
014 Cash In-Lieu of Parking)	494,494	- 22 211	- 22 211	\$ 494,494	,		-	-	-		-	\$ 494,494
015 Local Transportation Fund (SB 32016 Air Quality Management District	•	(22,927) 141,856	23,311 30,000	23,311	\$ (22,927) \$ 171,856			28,000	-	-		<u>-</u>	\$ (22,927) \$ 199,856
017 Recreation Self Sustaining Fund		(7,268)	272,744	279,510	·	·		264,300	259,403	<u>-</u>		259,403	\$ (9,137)
018 Retirement Fund	<u>ې</u> د	9,435,544	4,888,379	4,772,765	\$ 9,551,158	\$ 4,778,922	201,201	4,980,123	4,982,365		405,832	5,388,197	\$ 9,143,084
019 Quimby Act Fees	ې د	2,433,344	-,000,575	-	\$ 3,331,138	ς -	201,201	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,302,303		+05,052	-	\$ 2,143,004
020 State Asset Seizure	\$	9,859	_	9,961	\$ (102)	\$ -						_	\$ (102)
021 Federal Asset Seizure	\$	8,573	-	8,763				_	_	-		_	\$ (190)
022 STPL	Ś	5,349	250,887	250,887	\$ 5,349			_	_	-		-	\$ 5,349
023 Measure W Fund - SCW Program	n \$	350,273	280,000	445,000				283,000	_	394,000	10,290	404,290	\$ 63,983
024 Measure M Fund	\$	1,409,850	425,794	1,835,144	·	·		450,000	-	345,000		345,000	
025 Road Maintenance and Rehab (S	(B1) \$	1,537,258	564,259	2,101,017		·		584,584	-	655,000		655,000	
026 Community Development Block ((26,995)	303,639	303,639		·		51,503	51,503	-		51,503	
027 Street Lighting	\$	386,556	327,550	327,550				325,000	203,199	114,504	27,685	345,388	\$ 366,168
029 Parking Maintenance Operations	s \$	329,356	208,289	376,863				204,550	202,757	-	29,552	232,309	\$ 133,023
030 Mall Maintenance Operations	\$	(107,269)	85,000	90,259	·	·		53,000	9,050	-		9,050	•
032 Capital Outlay	\$	1,857,537	3,053,194	4,857,733						-		-	\$ 52,998
050 Pavement Fund	\$	13,651	-	-	\$ 13,651			-	-	-		-	\$ 13,651
053 Community Investment Fund	\$	18,766	17,500	17,500	\$ 18,766	\$ 10,000		10,000	10,000	-		10,000	\$ 18,766
055 Comm. Development Surcharge	Fund \$	120,263	50,000	32,402	\$ 137,861	\$ 50,000		50,000	36,662	-	1,440	38,102	\$ 149,759
094 Low Income Housing	\$	2,159,196	700	84,021	\$ 2,075,875	\$ 700		700	108,865	-		108,865	\$ 1,967,710
101 AB109 Task Force Fund	\$	14,107	-	-	\$ 14,107	\$ -		-	-	-		-	\$ 14,107
108 California Arts Council	\$	-	19,000	19,000	\$ -	\$ -		-	-	-		-	\$ -
109 National Endowment for the Arts	s \$	11,480	55,000	56,600	\$ 9,880	\$ -		-	-	-		-	\$ 9,880
110 Operating Grants	\$	(189,304)	1,678,718	1,832,981	\$ (343,566)	\$ -		-	-	-		-	\$ (343,566)
111 DUI Avoid Campaign	\$	3,056	-	-	\$ 3,056	\$ -		-	-	-		-	\$ 3,056
119 Office of Comm. Oriented Policin	ng \$	(12,053)	-	-	\$ (12,053)	\$ -		-	-	-		-	\$ (12,053)
120 ABC Alcohol Beverage Control Gr	rant \$	-	-	-	\$ -	\$ -		-	-	-		-	\$ -
121 American Rescue Plan Act	\$	7,527	5,568,340	5,575,867	\$ -	\$ -		-	-	-		-	\$ -
Total Special R	evenue Funds: \$	27,480,502	\$ 41,468,986	\$ 64,339,836	\$ 4,609,652	\$ 9,492,100	201,201	9,787,851	6,908,723	2,238,232	962,068	10,109,023	\$ 4,288,480

CITY OF SAN FERNANDO								CITY OF SAN FERNANDO								
FUND NO. FUND NAME		Actual Beginning Balance uly 1, 2022	Adjusted Revenues FY 2022-2023	Adjusted Expenditures FY 2022-2023	Endi	Adjusted ing Balance ne 30, 2023	Proposed Revenues FY 2023-2024		Transfers In	Total Resources	Adopted Operating Expenditures FY 2023-2024	Capital Expense	Transfers Out	Total Requirements	Endi	stimated ng Balance e 30, 2024
Enterprise and Internal Service Funds:																
006 Self Insurance	\$	800,836	2,419,641	2,666,905	\$	553,572	\$ 2,359,64	1	60,000	2,419,641	2,815,000	-		2,815,000	\$	158,213
041 Equipment Maintenance/Replacement	\$	1,023,743	689,592	994,100	\$	719,235	\$ 842,02	.5		842,025	569,378	-		569,378	\$	991,882
043 Facility Maintenance	\$	110,067	1,620,000	1,724,808	\$	5,259	\$ 1,575,00	0		1,575,000	1,606,564	-		1,606,564	\$	(26,305)
070 Water	\$	6,204,619	5,750,948	10,524,866	\$	1,430,701	\$ 5,750,94	-8		5,750,948	3,793,151	925,111	1,016,437	5,734,699	\$	1,446,951
072 Sewer	\$	3,853,614	4,187,061	5,112,291	\$	2,928,384	\$ 4,059,77	'3	140,956	4,200,729	2,775,925	1,250,000	443,298	4,469,223	\$	2,659,889
073 Refuse/Environmental	\$	50,272	-	51,000	\$	(728)	\$ -			-	-	-		-	\$	(728)
074 Compressed Natural Gas	\$	146,129	255,000	396,364	\$	4,765	\$ 169,00	0		169,000	113,426	-		113,426	\$	60,339
Total Enterprise and Internal Service Fu	ınds: \$	12,189,280	14,922,242	21,470,334	\$	5,641,188	\$ 14,756,38	37 \$	200,956	14,957,343	8,038,598	2,175,111	1,459,735	15,308,290	\$	5,290,241
TOTAL ALL CITY FUI	NDS: \$	49,900,823	81,800,176	114,317,397	\$	17,383,601	\$ 48,330,72	23	2,598,136	51,023,409	40,782,368	4,413,343	2,598,136	51,428,693	\$ 1	16,978,317

CITY OF SAN FERNANDO GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE FISCAL YEAR 2023-2024

The total budget for Governmental, Special and Proprietary Funds. This summary provides an overview of each fund's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

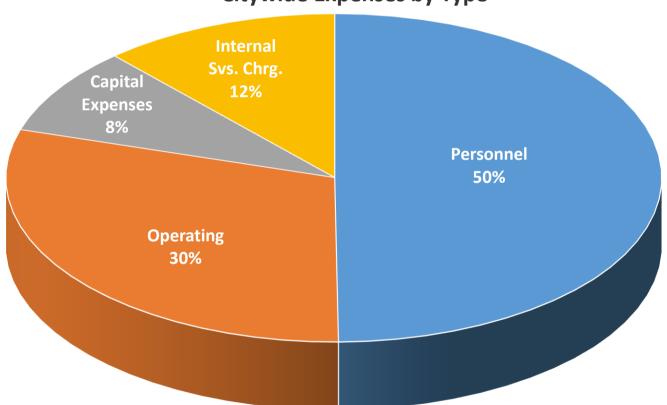
Governmental Funds	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
001 General Fund	16,344,090	6,598,174	-	3,069,116	26,011,380
Total General Fund	\$ 16.344.090	\$ 6.598.174	Ś -	\$ 3.069.116	\$ 26.011.380

	Total General Lund	10,344,030	Ç 0,556,174	*	3,003,110	3 20,011,300
				Capital	Transfers	
	Special Funds	Personnel	Operating	Expenses	Out	Total Budget
002	SLESF	-	-	-	150,000	150,000
007	Proposition A	66,852	552,159	-	50,559	669,570
800	Proposition C	-	218,000	462,704	16,138	696,842
009	Proposition C - Discretionary	-	-	-	-	-
010	Capital Grants	-	-	-	-	-
011	State Gas Tax	-	27,886	25,000	270,572	323,458
012	Measure R	-	180,022	242,024	-	422,046
013	Traffic Safety	-	-	-	-	-
014	Cash In-Lieu of Parking	-	-	-	-	-
015	Local Transportation	-	-	-	-	-
016	AQMD	-	-	-	-	-
017	Recreation Self Sustaining	87,500	171,903	-		259,403
018	Retirement	4,982,365	-	-	405,832	5,388,197
019	Quimby Act	-	-	-	-	-
020	State Asset Seizure	-	-	-	-	-
021	Federal Asset Seizure	-	-	-	-	-
022	STPL	-	-	-	-	-
023	Measure W	-	-	394,000	10,290	404,290
024	Measure M	-	-	345,000	-	345,000
025	Road Maintenance and Rehab Act	-	-	655,000	-	655,000
026	CDBG	-	51,503	-	-	51,503
027	Street Lighting	78,949	124,250	114,504	27,685	345,388
029	Parking and Maintenance Operations	86,265	116,492	-	29,552	232,309
030	Mall Maintenance Operations	· -	9,050	-	-	9,050
032	Capital Outlay Fund	-	· -	-	_	-
050	Pavement Fund	-	_	-	_	-
053	Community Investment Fund	-	10,000	-	_	10,000
055	Comm. Dev. Surcharge Fund	-	36,662	-	1,440	38,102
094	Low/Mod Income Housing Fund	33,865	75,000	-	, -	108,865
101	AB109 Task Force Fund	, -	<i>.</i>	-	_	-
108	California Arts Council	-	_	_	_	-
109	National Endowment for the Arts	-	-	-	_	-
110	Operating Grants	-	-	-	-	-
111	DUI Avoid Campaign	-	-	-	-	-
119	Office of Comm. Oriented Policing	-	-	-	-	-
120	Alcohol Beverage Control Grant	-	-	-	-	-
121	American Rescue Plan Act Fund	-	-	-	-	-
	Total Special Funds	5,335,796	1,572,927	2,238,232	962,068	10,109,023

CITY OF SAN FERNANDO GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE FISCAL YEAR 2023-2024

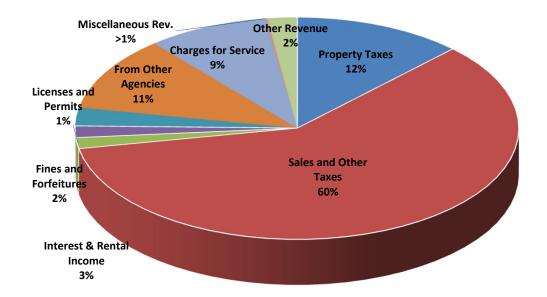
	Proprietary Funds	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
006	Self Insurance Fund	-	2,815,000	-	-	2,815,000
041	Equipment Maint/Replacement	224,578	262,200	-	82,600	569,378
043	Facility Maintenance	659,678	744,630	-	202,256	1,606,564
070	Water	2,036,472	1,598,637	925,111	1,174,479	5,734,699
072	Sewer	1,020,991	1,678,507	1,250,000	519,725	4,469,223
073	Refuse	-	-	-	-	-
074	Compressed Natural Gas	-	112,200	-	1,226	113,426
	Total Proprietary Funds	3,941,720	7,211,174	2,175,111	1,980,286	15,308,290
To	tal Citywide Expenditures	\$ 25,621,606	\$ 15,382,275	\$ 4,413,343	\$ 6,011,470	\$ 51,428,693





CITY OF SAN FERNANDO GENERAL FUND SUMMARY OF REVENUE BY TYPE FISCAL YEAR 2023-2024

General Fund	2024
Revenue	Proposed
Property Taxes	3,245,000
Sales and Other Taxes	15,684,475
Licenses and Permits	418,500
Fines and Forfeitures	444,000
Interest & Rental Income	701,761
From Other Agencies	2,853,000
Charges for Service	2,311,479
Miscellaneous Revenue	50,500
Other Revenue	569,500
Total Revenue	\$ 26,278,215



CITY OF SAN FERNANDO GENERAL FUND SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE FISCAL YEAR 2023-2024

The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

				Capital	Internal Svc.	
	ADMINISTRATION	Personnel	Operating	Expenses	Chrg.	Total Budget
01-101	City Council	97,185	59,275	-	20,156	176,616
01-105	Administration	589,007	31,293	-	87,450	707,750
01-106	Personnel	444,093	44,235	-	81,318	569,646
01-107	Economic Development	214,455	53,600	-	29,682	297,737
01-110	City Attorney	-	250,000	-	-	250,000
01-112	Labor Attorney	-	150,000	-	-	150,000
01-500	Fire Services - Contract	-	3,200,000	-	-	3,200,000
	Total Administration Department	1,344,740	3,788,403	-	218,606	5,351,749

				Capital	Internal Svc.	
	CITY CLERK	Personnel	Operating	Expenses	Chrg.	Total Budget
01-115	City Clerk	316,021	38,844	-	50,193	405,058
01-116	Elections	-	3,000	-	-	3,000
	Total City Clerk Department	316,021	41,844	-	50,193	408,058

				Capital	Internal Svc.	
	FINANCE	Personnel	Operating	Expenses	Chrg.	Total Budget
01-130	Finance Administration	686,558	239,514	-	116,585	1,042,657
01-135	Information Technology	174,670	517,399	-	26,450	718,519
01-180	Retirement Health Premiums	1,500,000	-	-	-	1,500,000
01-190	Non-Departmental	105,800	615,040	-	-	720,840
	Total Finance Department	2,467,028	1,371,953	-	143,035	3,982,016

				Capital	Internal Svc.	
	COMMUNITY DEVELOPMENT	Personnel	Operating	Expenses	Chrg.	Total Budget
01-140	Building and Safety	97,755	79,761	-	17,136	194,652
01-150	Planning/Administration	265,562	128,300	-	51,734	445,596
01-151	Economic Development	-	-	-	-	-
01-152	Community Preservation	531,843	43,100	-	138,793	713,736
01-155	Low/Moderate Income Housing	170,103	5,500	-	29,144	204,747
	Total Community Development	1,065,263	256,661	-	236,807	1,558,731

				Capital	Internal Svc.	
	POLICE	Personnel	Operating	Expenses	Chrg.	Total Budget
01-222	Police Administration	1,279,467	250,949	-	285,300	1,815,716
01-224	Detectives	957,454	30,116	-	224,659	1,212,229
01-225	Patrol	5,802,148	89,890	-	1,138,667	7,030,705
01-226	Reserves/Explorers	39,552	22,365	-	11,611	73,528
01-230	Community Service	256,176	4,065	-	57,592	317,833
01-250	Emergency Services	-	5,250	-	-	5,250
	Total Police Department	8,334,797	402,635	-	1,717,829	10,455,261

CITY OF SAN FERNANDO GENERAL FUND SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE FISCAL YEAR 2023-2024

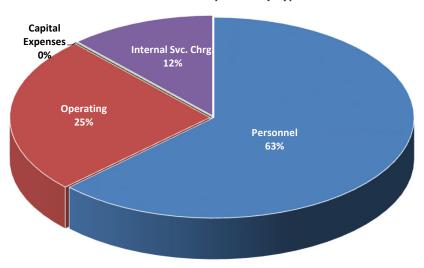
The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

				Capital	Internal Svc.	
	PUBLIC WORKS*	Personnel	Operating	Expenses	Chrg.	Total Budget
01-310	Public Works Administration	534,182	253,627	-	85,816	873,625
01-311	Street Maintenance	391,360	151,568	-	130,956	673,884
01-312	Graffiti Removal	53,395	12,520	-	10,468	76,383
01-343	Street Sweeping	-	36,435	-	-	36,435
01-346	Streets, Trees, & Parkways	341,363	10,500	-	74,137	426,000
01-370	Traffic Safety	188,569	49,708	-	84,366	322,643
	Total Public Works	1,508,869	514,358	-	385,743	2,408,970

				Capital	Internal Svc.	
	RECREATION & COMM SERVICES	Personnel	Operating	Expenses	Chrg.	Total Budget
01-420	RCS Administration	275,544	60,017	-	51,625	387,186
01-422	Community Services	252,125	17,450	-	49,907	319,482
01-423	Recreation	527,611	12,173	-	163,014	702,798
01-424	Cultural Arts and Special Events	252,092	132,680	-	52,357	437,129
	Total Recreation & Comm Services	1,307,372	222,320	-	316,903	1,846,595
	TOTAL GENERAL FUND	\$ 16,344,090	\$ 6,598,174	\$ -	\$ 3,069,116	\$ 26,011,380

^{*}Excludes Special Revenue and Enterprise Funded expenditures.





CAPITAL IMPROVEMENT PROGRAM FISCAL YEAR 2023-2024 & FISCAL YEAR 2024-2025

CAPITAL IMPROVEMENT PROGRAM

Capital Improvement Program Project Status (FY2023-24 and FY2024-25)

Road Infrastructure Projects							
Project Number	Project Name	Prograr	m Year	Strategic Goals			
-	-	FY2023-24	FY2024-25	_			
0560	Annual Street Resurfacing Project	\$1,830,395	\$1,675,000 (estimate)	VI.2.a – Street Resurfacing			
0552 0553	Safe Routes to School Project- Cycles 1 and 2	\$2,029,679		V.3 – Pedestrian-focused Improvements			
0175	Phase 2 Bus Shelter Project	\$313,520		V.5 – Beautify and Update Bus Stops			
0550/0551	Pacoima Wash Bikeway Project	\$4,392,491	\$7,500,000	V.7 – Improve City's Trail Network			
0510	Citywide Traffic Signal Synchronization Project	\$1,719,220		V – Reducing Traffic Congestion			
0562	HSIP Cycle 8 Traffic Signal Improvements	\$1,226,481		V – Reducing Traffic Congestion			
TBD	Carlisle Green Alley Project		\$3,482,535	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing			
	,	Water System I	Projects				
Project Number	Project Name	Progran	n Year	Strategic Goals			
		FY2023-24	FY2024-25				
0620/0645/0764	San Fernando Recreation Park Infiltration System Project	\$12,475,626		IV.3 – Safeguard Local Water Supply			
0716	Reservoir 4 Replacement Project	\$7,702,901		IV.3 – Water Storage Improvements			
0857	Nitrate Treatment System	\$5,000,000	\$750,000	IV.3.e – Continue to use 100% local groundwater supply			

RES. NO. 8242

CAPITAL IMPROVEMENT PROGRAM

Title: Annual Street Resurfacing Project (Slurry Seal)

Program Years: FY2023-24

Strategic Goals: VI.2.a – Street Resurfacing

Project: 0560

SOURCES			
Fund	Account Number	Alloc	cation
		FY 2023-24	FY2024-25 (estimated)
SB1	025-3623-0560	\$584,584	\$600,000
Parking Meter Revenue- Streets	029-3850-0560	\$100,000	TBD
Water- Capital Projects	070-3810-4600	\$17,971	TBD
Sewer- Capital Projects	072-3745-0560	\$212,840	TBD
Measure R	012-3210-0560	\$145,000	\$250,000
Measure M	024-3210-0560	\$345,000	\$450,000
Prop C	008-3210-0000	\$400,000	\$350,000
State Gas Tax	029-3850-0560	\$25,000	\$25,000
Subtotals from previous and new Fiscal Years:		\$1,830,395	\$1,675,000
Total Sources (FY 2023-24):		\$1,83	0,395

USES							
Activity	Account Number	Cost					
Pavement Design/Construction Management	025-311-0560-4600	\$	200,000				
Street Construction	025/029-311-0560-4600	\$	1,630,395				
Total Uses		\$	1,830,395				

Project Description:

The project will consist of: 2-Step and 3-Step Slurry Seal treatment of approximately 5 miles of streets, as well as resurfacing of City-owned parking lots. The project will also include analysis of all City streets and alleys and an updated Pavement Management Plan.

Schedule: Staff will begin analysis and project plans for the resurfacing of specific City streets and various City-owned lots from April 2023 – June 2023. Resurfacing of streets and lots will commence August 2023.

CAPITAL IMPROVEMENT PROGRAM

Title: Safe Routes to School Project – Cycles 1 and 2

Program Years: FY2023-24 & FY2024-25

Strategic Goals: V.3 – Pedestrian-focused Improvements

Project: 0552 (Cycle 1); 0553 (Cycle 2)

SOURCES			
Fund	Account Number	Allocation	
		Carryover from Previous Years	FY2024-25 Funds
Safe Routes to School (Cycle 1)	010-3686-0552	\$993,549	\$0
Safe Routes to School (Cycle 2)	010-3686-0553	\$999,275	\$0
Measure R	012-3946-0000	\$36,855	\$0
Subtotals from previous and new Fiscal Years:		\$2,029,679	\$0
Total Sources:		\$2,029,679	

USES			
Activity	Account Number	Cost	
Engineering/Design/Construction Management	012-311-0552/0553-4600	\$	405,936
Construction	010-311-0552/0553-4600	\$	1,623,743
Total Uses		\$	2,029,679

Project Description:

Safe Routes to School Project - Cycles 1 and 2 - consist of safety improvements around the vicinities of three elementary schools (O'Melveny, Morningside, and Gridley) and San Fernando Middle School. The improvements include perpendicular curb ramps, raised crosswalks, pedestrian refuge islands, medians, bulb outs, lane reductions for drop-off/pick-up loading zones, high visibility crosswalks, bicycle lanes, advanced stop bars and legends, solar flashers, countdown signals and signage. The City was awarded a grant for \$994,124 for the Federal Cycle 1 Safe Routes to School (SRTS) Program in 2007 and \$999,850 for Federal Cycle 2 SRTS in 2009. The City has until 2025 to complete the project.

Schedule - FY2023-24: Revise project design and submit to Caltrans for approval (July 2023- October 2023); Re-submit RF CON to Caltrans to obtain E-76 (November 2023 – January 2024); Bidding the Project, Awarding Contract, Beginning Construction (February 2023 - May 2024).

Schedule - FY2024-25: Construction Period: May 2024 – December 2024



Title: Phase 2 Bus Shelter Project

Program Years: FY2023-24

Strategic Goals: V.5 – Beautify and Update Bus Stops

Project: 0175

SOURCES				
Fund	Account	Allocation		
	Number			
		Carryover from Previous Years	FY2024-25 Funds	
FTA 5309 Grant	010-3686-0175	\$250,816	\$0	
Prop C	008-3686-0551	\$62,704	\$0	
Subtotals from previous and new Fiscal Years:		\$313,520	\$0	
Total Sources:		\$313,520		

USES			
Activity	Account Number	Cost	
Construction	010-311-0175-4600	\$	250,816
Match requirement	008-311-0175-4600	\$	62,704
Total Uses		\$	313,520

Project Description:

The City is using the remainder of FTA funds left over from the Phase 1 Bus Shelter project to upgrade approximately 15 bus stops by adding shade structures and other bus stop modifications to improve the quality and comfort of passengers waiting for the bus.

Schedule: Procurement process for contractor will be completed by November 2023. Construction of new shade structures and bus stop improvements will be completed by Spring 2024.



Title: Pacoima Wash Bikeway Project
Program Years: FY2022-23 & FY2023-24

Strategic Goals: V.7 – Improve City's Trail Network

Project: 0550/0551/0549/0647

SOURCES				
Fund	Account Number	Alloc	ation	
		Carryover from Previous Years	FY2024-25 Funds	
ATP Cycle 3	010-3686-0550	\$973,000	\$0	
AQMD/MSRC AB2766	010-3686-0551	\$354,000	\$0	
Measure R	012-3210-0551	\$398,000	\$0	
Measure M	024-3210-0551	\$217,000	\$0	
CMAQ Funds	010-3686-0549	\$1,513,000	\$0	
Santa Monica Mountains Conservancy Funds	010-3686-0647	\$937,491	\$0	
State Budget Allocation (Assemblywoman Luz Rivas) *	010-XXXX-XXXX		\$7,500,000	
Subtotals from previous and new Fiscal Years:		\$4,392,491	\$7,500,000	
Total Sources:		\$11,892,491		

USES			
Activity	Account Number	Cost	
Construction Management (Willdan Engineering)	010/012/024-311-XXXX-4600	\$	589,094
Construction Engineering (Studio MLA/Tetratech)	010/012/024-311-XXXX-4600	\$	100,000
Construction (Toro Enterprises)	010/012/024-311-XXXX-4600	\$	4,835,284
Contingency (10%) (Toro Enterprises)	010/012/024-311-XXXX-4600	\$	483,258
Total Uses		\$	6,007,636

Project Description:

Construction of new bike path that extends a 1.34-mile length of the Pacoima Wash within the City of San Fernando, from 4th Street to 8th Street. It will also include a pedestrian/bike bridge over the Pacoima Wash at 8th Street, new fencing, lighting, wayfinding signage, and a bioretention swale.

Schedule: Construction commenced in March 2023 and will continue through June 2024.

* Funds allocated through State Assemblywoman Luz Rivas to be used for the current phase outlined in the project description total \$1,615,145. A balance of \$5,884,855 remains to be used for a future Phase 2 Pacoima Wash Bikeway and Eighth Street Natural Park Project, which will include an additional pedestrian bridge spanning the Pacoima Wash near Seventh Street, various park improvements, and a 0.25-mile bike path extending up to Foothill Boulevard.



Title: Citywide Traffic Signal Synchronization Project

Program Years: FY2023-24

Strategic Goals: V – Reducing Traffic Congestion

Project: 0510

SOURCES				
Fund	Account Number	Allocation		
		Carryover from Previous Years	FY2024-25 Funds	
Prop C 25% Grant	009-3686-0510	\$775,376	\$0	
Measure M	024-3210-0510	\$193,844	\$0	
Subtotals from previous and new Fiscal Years:		\$969,220	\$0	
New Funds (FY 23-24)				
Measure M	024-3210-0510	\$350,000	\$0	
Measure R	012-3210-0510	\$250,000	\$0	
Prop C	08-3210-0510	\$150,000	\$0	
Subtotals from new funding:		\$750,000	\$0	
Total Sources:		\$1,71	9,220	

USES			
Activity	Account Number	Cost	
Design	008/024/-371-0510-4600	\$	414,000
Construction Engineering	009/024-371-0510-4600	\$	300,000
Construction	012/024-371-0510-4600	\$	755,220
Project Administration	012/024-371-0510-4600	\$	250,000
Total Uses		\$	1,719,220

Project Description:

The proposed project will improve the flow of traffic along two major north-south arterials and four major east-west arterials within the City as well as improve the efficiency of LACMTA bus line operations by providing bus improvements that will reduce traffic queuing.

The project consists of the synchronization of 35 signalized intersections along the following arterials within the City of San Fernando: Truman Street, Hubbard Street, Maclay Avenue, Glenoaks Boulevard, Brand Boulevard and San Fernando Mission Boulevard.

Schedule: Design and analysis phase will begin in Summer 2023. Construction contract will be awarded by December 2023. Construction will be completed by Fall 2024.



Title: HSIP Cycle 8 Traffic Signal Improvements

Program Years: FY2023-24 & FY2024-25

Strategic Goals: V – Reducing Traffic Congestion

Project: 0562

SOURCES				
Fund	Account Number	Allocation		
		Carryover from Previous Years	FY2024-25 Funds	
HSIP Grant	010-3686-0562	\$1,096,000	\$0	
Measure M	024-3210-0562	\$30,481	\$0	
Subtotals from previous and new Fiscal Years:		\$1,126,481	\$0	
New Funds (FY 23-24)				
Measure R	012-3210-0562	\$195,000	\$0	
Total Sources:		\$1,321,481		

USES			
Activity	Account Number	Cost	
Design	012-311-0562-4600	\$	30,481
Construction Engineering	010/024/012-311-0562-4600	\$	200,000
Construction	010/024/012-311-0562-4600	\$	1,096,,000
Total Uses		\$	1,321,481

Project Description:

The project includes the installation of larger signal heads, additional street lighting and protected left turn signal phases where left turns currently exist and all appurtenant work necessary to have a fully functional system. A total of nine intersection form part of this project. The intersections include: First Street at Hubbard Avenue; First Street at N Maclay Avenue; San Fernando Road at N Brand Boulevard; San Fernando Road at N Maclay Avenue; San Fernando Road at Hubbard Avenue; Truman Street at Wolfkskill Street; Truman Street at N Brand Boulevard; Truman Street at N Maclay Avenue and Truman Street at Hubbard Avenue.

Schedule: Design is complete for this project. Expecting to receive E76 from Caltrans by September 2023. Construction contract will be awarded by December 2023. Construction will be completed by Fall 2024.



Title: Carlisle Green Alley Project

Program Years: FY2023-24

Strategic Goals: V - Reducing Traffic Congestion, V.3 - Pedestrian-focused Improvements, IV - Water

Quality, V1.2.a - Street Resurfacing

Project: TBD

SOURCES				
Fund	Account Number	Allocation		
		FY 2023-24 Funds	FY2024-25 Funds	
CNRA – Urban Greening Grant	TBD	\$0	\$3,482,535	
Subtotals:		\$0	\$3,482,535	
Total Sources:		\$3,482,535		

USES			
Activity	Account Number	Cost	
Design/Construction Management/Inspection		\$400,000	
Construction		\$3,082,535	
Total Uses		\$3,482,535	

Project Description:

The Carlisle Green Alley project transforms an underutilized alley (Carlisle Street) into a new linear greenspace that provides multiple benefits to residents and fulfills the City's goals for resiliency, climate adaptation, and active transportation. This project will include permeable surfaces for groundwater infiltration, trees and native landscaping, a clear bikeway, bioswales, a dedicated pedestrian pathway, and intersection improvements that encourage more walking and biking trips through San Fernando. The transformation of the alley will also address long-standing issues of blight and neglect often associated with alleys, and provide key connections to activity centers such as parks, churches, schools, and the Downtown San Fernando Mall. The project also delivers on a citywide planning effort to green adjacent public parking lots by installing trees and vegetated bioswales in the parking lot at Carlisle and Pico Streets.

Schedule: Design expected to start in second half of 2023. Construction expected to begin by Fall 2024 and be completed by Summer 2025.



WATER SYSTEM CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2023-2024 & FISCAL YEAR 2024-2025



Title: San Fernando Regional Park Infiltration Project

Program Years: FY2023-24

Strategic Goals: IV.3 – Safeguard Local Water Supply

Project: 0620/0645/0764

SOURCES					
Fund	Account Number	Allocation			
		Carryover from Previous Years	FY2024-25 Funds		
Safe Clean Water(Regional) Program	010-3686-0620	\$9,201,200	\$0		
Prop 1 IRWM Program	010-3686-0645	\$1,029,764	\$0		
LA DWP Gap Funding	010-3686-0764	\$2,244,662	\$0		
Subtotals from previous and new Fiscal Years:		\$12,475,626	\$0		
Total Sources:		\$12,475,626			

USES					
Activity	Account Number	Cost			
Construction/Implementation	010-310-0620/0645/0764-4600	\$	11,189,930		
Construction Management	010-310-0620/0645/0764-4600	\$	984,496		
O&M (three years)	010-310-0620-4600	\$	301,200		
Total Uses		\$	12,475,626		

Project Description:

The project consists of constructing a below-ground retention/infiltration basin (system) that will allow for the recharging of groundwater sources with approximately 400 acre-feet (130 million gallons) of storm water annually. The system will be situated beneath open space and baseball field areas within Recreation Park. The project will also see the installation of diversion structures and new pipeline to bring the storm water to the park.

Schedule: The infiltration system has been constructed. The remaining scope of the project (Park improvements, sidewalks, landscaping) is anticipated to be completed by August 2023.



Title: Reservoir 4 Replacement Project
Program Years: FY2023-24 & FY2024-25

Strategic Goals: IV.3 – Water Storage Improvements

Project: 0716

SOURCES					
Fund	Account	Allocation			
	Number				
		Carryover from	FY2024-25 Funds		
		Previous Years	F12024-25 Funds		
State of California Funding - DWR	010-3686-0716	\$5,000,000	\$0		
Water Fund	070-3686-0716	\$2,702,901	\$0		
Subtotals from previous and new Fiscal		\$7,702,901	\$0		
Years:					
Total Sources:		\$7,702,901			

USES					
Activity	Account Number	Cost			
DWR Grant Administration Fee	010-385-0716-4600	\$	200,000		
Grant Match Requirement	070-385-0716-4600	\$	50,000		
Design and Specifications	010-385-0716-4600	\$	545,345		
Construction Management	010-385-0716-4600	\$	427,746		
Construction	010/070-385-0716-4600	\$	5,890,000		
Contingency (10%)	010/070-385-0716-4600	\$	589,000		
Total Uses:		\$	7,702,091		

Project Description:

This project will replace an existing 1MG concrete reservoir with a new 1.1MG rectangular reservoir. The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged due to seismic activity and has been operating at reduced capacity to avoid leakage. Due to this damage, the reservoir needs to be replaced to protect the public from catastrophic failure during major earthquake or natural disaster, provide increased operational flexibility, and effectively meet water demands.

Schedule: Construction will begin in the field in June 2023 and will be completed by August 2024.



Title: <u>Nitrate Treatment System – Well 2A</u> **Program Years:** FY2023-24 and FY2024-25

Strategic Goals: IV.3.e – Continue to use 100% local groundwater supply

Project: 0857

SOURCES					
Fund	Account Number	Allocation			
		FY2023-24 Funds	FY2024-25 Funds		
State Budget Allocation (Senator Robert Hertzberg	TBD	\$5,000,000	\$0		
Urban and Multi-benefit Drought Relief Grant	TBD	\$0	\$750,000		
Subtotals from previous and new Fiscal Years:		\$5,000,000	\$750,000		
Total Sources:		\$5,750,000			

USES			
Activity	Account Number	Cost	
IX Treatment System construction and installation for Well 3A	070-385-0857-4600	\$	2,000,000
MWD water importation costs during Well 3A project	070-384-0857-4600	\$	2,000,000
IX Treatment System – Engineering and Design IX Treatment System for Well 2A	070-385-0857-4270	\$	500,000
IX Treatment System – construction for IX Treatment System for Well 2A	070-385-0857-4600	\$	5,000,000
IX Treatment System – Construction Management for Well 2A	070-385-0857-4600	\$	500,000
Total Uses		\$	10,000,000

Project Description:

The second phase of the nitrate treatment system at Well 3 will allow for all four wells in the City's water system to operate and ensure resiliency and a consistent water supply. The ion exchange treatment technology is the same that was developed and installed successfully for Well 7A in 2018. The new system will be installed next to the existing Well 7A system. The two systems combined can treat all the water extracted from Well 3 and Well 7A. It can also be used to treat water extracted from Well 2A.

A new system is planned for Well 2A. This will require a dedicated treatment system located at a different location than the systems for Well 3 and Well 7A.

Schedule: Well 3 IX Treatment System will be completed and operational by June 2023. The timeline for installing a new IX Treatment System at Well 2A is: Design firm on board (by



September 2023); Complete design (by May 2024); Secure additional funds based on completed design (by June 2025); Complete construction and system operational- 12-18 months (by December 2026).

The Funding need to complete the Well 2A project will be approximately \$2,250,000.

CITY OF SAN FERNANDO SUMMARY OF BLANKET PURCHASE ORDERS FISCAL YEAR 2023-2024

SUMMARY OF GOODS TO BE PROVIDED UNDER

VENDOR NAME	NOT TO EXCEED	BLANKET PURCHASE ORDER
3G SIGNS	25,000	PRINTED FORMS
ADVANCED AUTO REPAIR	100,000	VEHICLE REPAIR AND BODY WORK
AG LAWNMOWER SHOP	25,000	SMALL EQUIPMENT AND REPAIRS
ALL STAR ELITE SPORTS	25,000	UNIFORMS-RCS SPORTS PROGRAMS
AQUA-METRIC SALES COMPANY	50,000	WATER METERS, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
ARROYO BUILDING MATERIAL	25,000	MISC LOCAL HARDWARE SUPPLIES
BADGER METER, INC	100,000	WATER METERS, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
COOPER HARDWARE	25,000	MISC SUPPLIES
CORE & MAIN LP	125,000	WATER METERS, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
DOOLEY ENTERPRISES INC	25,000	AMMUNITION
DUTHIE POWER SERVICES INC	30,000	GENERATOR MAINTENANCE AND REPAIRS
FERGUSON WATER WORKS	25,000	WATER METERS, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
GRAINGER INC	75,000	SUPPLIES FOR BLDG AND LANDSCAPE PROJECTS
H & H WHOLESALE PARTS	25,000	VARIOUS TYPES OF BATTERIES FOR CITY FLEET
IRRIGATION EXPRESS	25,000	MISC IRRIGATION SUPPLIES
KEYSTONE UNIFORM DEPOT	25,000	POLICE UNIFORMS
MACKAY METERS INC	25,000	PARKING METER PARTS & EQUIP
MCCALLA COMPANY	25,000	LIVESCAN SUPPLIES
NATIONAL READY MIXED CONCRETE COMPANY	25,000	CONCRETE FOR STREETS AND SIDEWALKS
O'REILLY AUTOMOTIVE STORES INC	30,000	VEHICLE SERVICE. MAINTENANCE AND REPAIR MATL'S & SUPPLIES
PRO FORCE LAW ENFORCEMENT	25,000	TASERS, HOLSTERS & ACCESSORIES
PROFESSIONAL PRINTING CENTER	50,000	PRINTED FORMS
ROYAL INDUSTRIAL SOLUTIONS	30,000	ELECTRICAL PARTS AND MATL'S
ROYAL PAPER CORPORATION	25,000	JANITORINAL SUPPLIES
STEP SAVER	100,000	NSF CERTIFIED BULK SALT FOR THE ION EXCHANGE REMOVAL UNIT
SUNBURST UNIFORMS	25,000	POLICE UNIFORMS
THE GOODYEAR TIRE & RUBBER CO DBA JUST TIRES	25,000	TIRES FOR CITY FLEET
ULTRA GREENS, INC	25,000	GENERAL LANDSCAPE SUPPLIES & MATERIALS
UNIFORM & ACCESSORIES	25,000	POLICE UNIFORMS
USA BLUE BOOK	25,000	MISC WATER SUPPLIES
VALLEY LOCKSMITH	30,000	LOCKSMITH SUPPLIES & SERVICES FOR ALL FACILITIES
VULCAN MATERIALS COMPANY ZUMAR INDUSTRIES INC	30,000 25,000	UTILITY TRENCH AND POTHOLE REPAIR SIGNS AND MATERIALS

ENHANCEMENT REQUEST SUMMARY FY 2023-2024

FY 2023-2024				·	••
Paramet Parametria	Dont	Request	Ongoing	One-Time	Not
Request Description	Dept	Amount	Recommend	Recommend	Recommended
Management Intern	ADM	25,000	-	45.635	25,000
Labor Attorney	ADM	45,625	-	45,625	-
Employee Recognition Program	ADM	1,000	1,000	-	-
Recruitment Management Software	ADM	10,000	-	-	10,000
AutoCAD Software License	ADM	1,572	-		1,572
Tuition Assistance (Morales)	ADM	1,500	-	1,500	-
Professional Records Scanning Services	CLK	10,000	-	10,000	-
Senior Planner	CD	142,192	-	-	142,192
Building Inspector/Plan Examiner	CD	137,143	-	-	137,143
Contract Building Official & Plan Check	CD	25,000	-	25,000	-
On-Call Environmental/Architectural Design Review Svcs & Planning	CD	50,000	-	75,000	(25,000)
Tutorial Video for Building Permit & Online Portal	CD	6,000	-	6,000	-
Tutorial Video for Homeless Outreach	CD	3,000	-	-	3,000
Outreach Materials for Housing Division	CD	6,000	-	-	6,000
Housing Division Department Supplies	CD	1,000	3,500	-	(2,500)
Membership & Conference for Housing Division	CD	2,000	-	2,000	-
Outreach Materials for Code Enforcement	CD	9,000	-	-	9,000
Training for new Code Enforcement Officer	CD	1,650	-	-	1,650
Tuition Assistance (Khrustaleva)	CD	3,000	-	3,000	-
Tuition Assistance (Miranda)	CD	1,500	-	1,500	-
Comprehensive Design Standards	CD	150,000	-	-	150,000
Comprehensive User Fee Study	FIN	25,000	-	25,000	-
PC Replacement Project (Year 1)	FIN	35,000	-	35,000	-
Everbridge - Emergency Notification System	FIN	12,600	12,600	-	-
IT Projects	FIN	7,500	· <u>-</u>	-	7,500
Police Records Specialist	PD	75,213	-	_	75,213
Detective Security Gate ¹	PD	60,000	-	_	60,000
Wall Off IT Room	PD	20,000	_	5,000	15,000
Desktop Computers (4) for Patrol Report Room	PD	4,800	_	-	4,800
Handheld Ticket Writers for Officers (6 devices)	PD	2,000	2,000	_	-
Flock System (10 devices)	PD	33,500	-,	_	33,500
Plan It Software	PD	4,000	_	_	4,000
Callyo Evidence Collection Software	PD	4,920	_	_	4,920
2023 Oxnard Police Explorers Channel Islands Challenge	PD	9,015	_	9,015	-
(4) Bodyworn Cameras for CSOs	PD	7,500	_	3,750	3,750
Police Sergeant	PD	184,355		3,730	184,355
Office Furniture Replacement	PD	59,776	-	-	59,776
·			-	-	
CSO Vehicle Replacement	PD	40,000	-	-	40,000
Update (1) Crown Victoria for Detective Division	PD	2,000	-	-	2,000
LEFTA Software Suite	PD	6,000	-	-	6,000
POST-Mandated Training for Detective Lt.	PD	10,000	-	10,000	-
POST-Mandated Training for Patrol	PD	15,000	-	15,000	-
Background Investigations/Polygraphs	PD	21,800	-	21,800	-
Police Officer (1)	PD	121,290	-	-	121,290
Graffiti Removal Supplies ²	PW	10,000	10,000	-	-
Administrative Analyst	PW	120,000	-	-	120,000
Grapple Truck	PW	200,000	-	-	200,000
Facility Condition Assessment Report	PW	25,000	-	25,000	•
Mini Power Sweeper	PW	150,000	-	-	150,000
Historical Consultant	RCS	3,500	-	-	3,500
Housekeeping Services Lopez Adobe	RCS	1,500	-	-	1,500
Programming Supplies for Lopez Adobe	RCS	2,000	3,500	-	(1,500)

ENHANCEMENT REQUEST SUMMARY FY 2023-2024

		Request	Ongoing	One-Time	Not
Request Description	Dept	Amount	Recommend	Recommend	Recommended
Traffic Control for SF Valley Mile ³	RCS	20,000	20,000	-	-
Remodel LP Office	RCS	2,376	-	-	2,376
Repair Rec. Park Slide ³	RCS	13,850	-	-	13,850
Increase Membership Dues	RCS	330	-	-	330
Increase MMAP Match ³	RCS	8,000	8,000	-	-
Reclassify Two (2) Part-time Office Clerks to Full-time ⁴	RCS	50,000	-	-	50,000
New Position Program Specialist - Senior Programs	RCS	95,710	-	-	95,710
New Position Program Specialist - Social Media	RCS	95,710	-	-	95,710
Reclassify Program Coordinator to RCS Supervisor	RCS	28,350	-	-	28,350
New Computers (5)	RCS	3,314	-	-	3,314
Replace Basketball Retractable Rim System ³	RCS	7,510	-	-	7,510
Repair Rec. Park Roof	RCS	1,021,080	-	-	1,021,080
Repair Rec. Park HVAC	RCS	350,000	-	-	350,000
Repair Las Palmas Roof	RCS	1,021,080	-	-	1,021,080
Repair Las Palmas HVAC	RCS	350,000	-	-	350,000
	Total General Fund Dept Requests	4,972,761			
Total Proposed	Budget Enhancement Recommended	379,790	60,600	319,190	4,592,971

		Request	Ongoing	One-Time	Not
FY 2023-2024 General Fund Enhancement Request Adjustments	Dept	Amount	Recommend	Recommend	Recommended
Traffic Control for SF Valley Mile ³	RCS	(20,000)	-	-	
Increase MMAP Match ³	RCS	(8,000)	-	-	
Total Proposed Budget Enhancement	Adjustments	(28,000)	_	_	_

		Request	Ongoing	One-Time	Not
Additional Enhancement Requests: Not Included in Proposed Budget	Dept	Amount	Recommend	Recommend	Recommended
Ongoing Requests					
Commission Stipend Increase (\$100/meeting)	VAR	6,000	-	-	
Reclassify One (1) Part-time Office Clerk to Full-time (Las Palmas) ⁴	RCS	25,000	-	-	
Executive Management/City Council Wellness	VAR	3,575	-	-	
One-Time Requests					
Language Translation Services	ADM	64,000	-	-	
Sidewalk Cleaning - Homeless Services	PW	12,500	-	-	
Public Arts - Mural Fund ⁵	CD	25,000	-	-	
Commissioner Training - Onsite Consultant	CLK	3,500	-	-	
Participatory Budgeting ⁶	FIN	75,000	-	-	
Citywide Holiday Party	ADM	2,000	-	-	
Detective Security Gate ¹	PD	60,000	-	-	
Graffiti Removal Supplies ²	PW	5,000	-	-	
Illegal Dumping/Bulky Items Option A: Staff Detail - Overtime	PW	10,100	-	-	
Illegal Dumping/Bulky Items Option B: Republic Sweeping Services	PW	498,515	-	-	
City Council Office Furniture (3 desks, couch, chairs & coffee table)	ADM	5,000	-	-	
City Council Travel Conference & Convention Increase (\$5,000/Councilmember)	ADM	2,500	-	-	
City Council Memberships & Dues Increase (\$700/Councilmember) ⁷	ADM	2,500	-	-	
Liberty Bell Special Event	RCS	2,500	-	-	

ENHANCEMENT REQUEST SUMMARY FY 2023-2024

		Request	Ongoing	One-Time	Not
Request Description	Dept	Amount	Recommend	Recommend	Recommended
Park Revitalization Fund ³	RCS	64,360	-	-	
Child Care Services - Special Events		5,000	-	-	
Children Tables & Chairs		1,500	-	-	
Furnish Pioneer Park Field House (Refrigerator, Stove & Misc. Furniture)		4,000	-	-	
Parks Signage - Vandalism Reporting		2,000	-	-	
Parks Signage - Do Not Enter/Wrong Way (Las Palmas)		500	-	-	
Repair Rec. Park Slide ³		13,850			
Replace Basketball Retractable Rim System ³		7,510			
Las Palmas Park - Elevator Upgrade		2,000	-	-	
Traffic Control for SF Valley Mile		20,000	-	-	
Increase MMAP Match		8,000	-	-	
Total Additional General Fund Enhancement R	equests	867,051	-	-	-

		Request	Ongoing	One-Time	Not
FY 2023-2024 Additional Non-General Fund Enhancement Requests	Dept	Amount	Recommend	Recommend	Recommended
Sidewalk Repairs ⁸	PW	TBD	-	-	
Power Wash City Hall (ARPA)	PW	80,000	-	-	
Free Trolley Rides (Measure R)	PW	4,000	-	-	
Total Additional Non-General Fund Enhanceme	ents Requests	84.000			

		Request	Ongoing	One-Time
FY 2023-2024 Measure A/SF Funds: Establish Reserves	Dept.	Amount	Recommend	Recommend
Unappropriated General Fund Reserves ⁹	FIN	266,835		266,835
Self Insurance Fund Reserve	FIN	850,000		850,000
Equipment Replacement Fund Reserve	FIN	103,375		103,375
Pre-Fund OPEB	FIN	500,000		500,000
Appropriated Reserve	FIN	85,000	-	85,000
	Total Measure A/SF Uses	1,805,210	-	1,805,210
	Total Enhancements Request	1,805,210	-	1,805,210

Total Proposed General Fund Expenditures 26,850,431

Total Projected General Fund Revenues 26,278,215

General Fund Annual Surplus/Deficit (572,216)

NOTES:

¹ Detective Security Gate not recommended in Proposed Budget, but requested for reconsideration as an additional enhancement during Budget Session #3.

 $^{^{\}rm 2}$ Included in Proposed Budget, but additional funding requested during Budget Session #3.

³ Park Revitalization Fund developed as gap funding pool for various RCS enhancement requests.

⁴ Two PT Office Clerks (2) reclassification to FT not recommended in Proposed Budget, but one (1) reclassification requested for reconsideration as an additional enhancement during Budget Session #2.

⁵ Amount estimated to establish initial Public Arts - Mural Fund.

⁶ Amount estimated to establish initial Participatory Budgeting funding, based on discussion with City of Los Angeles Reforms for Equity and Public Acknowledgment of Institutional Racism (L.A. REPAIR) participatory budget pilot program.

⁷ Increase funding and expand line item to include attendance at events for non-political organizations that support San Fernando.

⁸ Funding for Sidewalk Repairs appropriated in FY 2022-2023 Special Revenue Funds. Plans to be presented to City Council in July 2023.

⁹ Original Surplus Proposed Budget amount of \$266,836 included for recording purposes. To be determined based on final City Council discussions.

May 22, May 30 & Jun 5, 2023 City Council Special Meeting Budget Study Session Re-Cap

Dept	General Comments	Work Plan	Budget Item	Follow Up
ADM	May 22, 2023 •In support of Employee Recognition Program Enhancement (JF, MM, MS, CR)	May 22, 2023 • Provide opportunities to pipeline jobs between City and Community (CR)	May 22, 2023 None	May 22, 2023 • Provide current status of ARPA allocations (JF) • Provide copy of department presentations & post online (MM) • Provide revised performance measures (CR) • Update on service request form (CR)
	May 30, 2023 None	May 30, 2023 None	May 30, 2023 None	
CLK	May 22, 2023 •In Support of professional records scanning services (JF, MM, MS, CR)	May 22, 2023 •Increase voter outreach events & identify other locations (MS) •Consider Outdoor Market for voter outreach (CR) •Consider Saturday Commissioner trainings (CR)	May 22, 2023 None	May 22, 2023 None
	<u>May 30, 2023</u> None	May 30, 2023 • Develop Commissioner Handbook • Consider Saturday Commissioner trainings (CR)	May 30, 2023 None	May 30, 2023 • Return with report to approve a Commissioner Handbook (CR, MM, MS, JF)
PD	May 22, 2023 Provide patrolling to every street in the City (JF) Impressed with staff training & professional development (MM) Supportive of Parent/Citizen Academies & PD objectives (MM) May 30, 2023 None	May 22, 2023 •Collaboration between PD/PW to reduce speed in high traffic areas (CR) •CSO work plan to include identifying bulky item areas & reporting for pick up (CR)	May 22, 2023 Consider Police Lieutenant Position (JF) Class & Comp Study for POA (JF) May 30, 2023 Consider Police Lieutenant Position (JF) Class & Comp Study for POA (JF) June 5, 2023 Reconsider Detective Security Gate enhancement (MM)	May 22, 2023 Provide previous year overtime data and chart (JF, MS) Provide feedback on purchase of radio equipment (JF) Recruitment discussion and best ways to capture talent (JF) Once fully staffed, return to discuss placing a SRO (MS) Return with metrics for allegations for excessive force (CR) Revise performance measures to show department goals vs averages (CR) Collect data to show high traffic collision areas (CR)
				May 30, 2023 None

May 22, May 30 & Jun 5, 2023 City Council Special Meeting Budget Study Session Re-Cap

Dept	General Comments	Work Plan	Budget Item	Follow Up
	May 22, 2023	May 22, 2023	May 22, 2023	May 22, 2023
	•Supports user fee study (JF)	•Show how fee is calculated in water bills	•Include line item for participatory budgeting for	• Provide Retiree health chart from Pension
	Supports online payment (JF)	(JF)	Measure SF (CR)	Consultant (JF)
	•Supports PC Replacement (JF, MM)			
	May 30, 2023	May 30, 2023	May 30, 2023	May 30, 2023
FIN	None	None	None	•Return with report from OPEB Advisor (JF)
			June 5, 2023	
			Use remaining surplus for OPEB/Section 115	
			Trust (JF)	
			Conduct additional discussion regarding ARPA	
			Funding (MM. CR)	
	May 22, 2023	May 22, 2023	May 22, 2023	May 22, 2023
	None	None	•Consider Mural Fund for public art (CR)	Provide list of City-Sponsored events (CR)
	May 30, 2023	May 30, 2023	May 20, 2023	May 30, 2023
	Consider a community meeting with	•Return to Council after recommendation	Provide children size tables/chairs for	 Provide outreach expenses for prior 2 years
	Pacoima Beautiful for Pacoima Wash Park	from PWR Commission (CR)	community event as applicable (JF, CR)	(MM)
	Revitalization (JF, CR)	•Include cooling station and how many	•Funds for art programs (MS, CR)	•Return to Council when appropriate to discuss
		people served (MM)	•Change PT Office Clerk to FT Office Clerk at LP	hiring PIO (CR)
			(MM)	
			Signage for entrance/exit at LP (MM)	
			•Funds to assist with Liberty Bell event (MM)	
RCS			June 5, 2023	
			•Install buzzer for Las Palmas elevator assistance	
			(MM)	
			•Remove MMAP Match and Traffic Control for SF	
			Valley Mile to establish a Park Revitalization Fund,	
			which can be used as source for park projects,	
			including but not limited to gap funding for	
			aforementioned projects, replacing Rec Park Slide	
			and replacing the retractable Basketball Rim (MM,	
			CR, MS)	

May 22, May 30 & Jun 5, 2023 City Council Special Meeting Budget Study Session Re-Cap

D	ept General Comments	Work Plan	Budget Item	Follow Up
(May 22, 2023 N/A May 30, 2023 •Focus on rehab loans vs first time home loans (JF) •Supports objectives and proud of accomplishments (MM) •Supports resources for Housing Division (CR)			May 22, 2023 N/A May 30, 2023 •Return to Council for Code Enforcement discussion: Pre-sale inspection for rental properties, types of enforcement, vacant lots (JF, CR) •Return with data: # of contact with unhoused individuals (CR)
F	May 30, 2023 •Excited for Carlisle Street project (MS) •Compliments on Arroyo resurfacing (MS) •Republic had a big loss when Council voted against liens (MM) •Council should call in graffiti or bulky items (MM) •Requested \$3 million for Water Project from Menjivar's Office (CR) •Supports graffiti removal supplies (CR)	May 30, 2023 •Re-establish weekly reporting to Republic for bulky item pick-up (JF, CR) •Other forms of outreach to inform residents of water rate increase (MS) •Continue submitting grants for bus stops and ADA sidewalk replacement (CR) •City should notify residents of resurfacing & street closures (CR) •Increase citations for illegal dumping (CR)	•Include line item enhancement to repair street/sidewalks (MM) May 30, 2023 •Install cameras in hotspot areas (JF, MS, CR) •Signage by Dollar Tree (MM) •Repaint City sign on 8th Street (MM) •Electronic speed signs on Brand Blvd. (MM) •Free trolley rides (MM) •Funding for compost bins (CR) •Update parking signs (CR) •Line item to power wash City Hall (CR) June 5, 2023 •Funding for Sweeping Services with Republic to assist with Illegal Dumping issues (JF) •Review ARPA Funding for Well operations (MM,CR) •Install community garden (MM) •Increase graffiti funding for additional	May 30, 2023 •Ask Republic to attend CC meeting (JF, CR) •Respond to updated questions (JF) •Return to Council to discuss parking permits (MS)

ADMINISTRATION DEPARTMENT

FOLLOW-UP	STATUS
Provide current status of ARPA allocations (JF)	Complete - Included on 6/20/2023 Agenda for Discussion
Provide copy of department presentations & post online (MM)	Complete - Department Reports included on City Website at: https://ci.san-fernando.ca.us/finance/#financial-documents
Provide revised performance measures (CR)	Complete - Included in Department Reports on City Website at: https://ci.san- fernando.ca.us/finance/#financial-documents
Update on service request form (CR)	Pending - To be discussed in conjunction with 6/20/2023 ARPA Agenda Item with update on City Mobile App - Virtual San Fernando

CITY CLERK DEPARTMENT

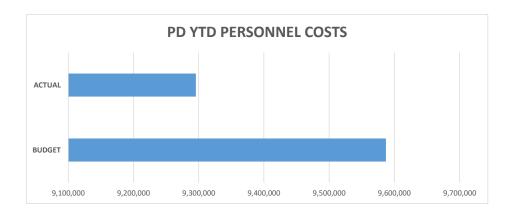
FOLLOW-UP	STATUS	
Return with report to approve a Commissioner	Pending - Under development and included in	
Handbook (CR, MM, MS, JF)	Department FY 2023/2024 Work Plan	

POLICE DEPARTMENT

FOLLOW-UP	STATUS
Provide previous year overtime data and chart (JF, MS)	Complete - See attached
Provide feedback on purchase of radio equipment (JF)	Complete - Implementation issues resolved and no additional concerns with quality. Agenda report for purchasing process and minutes attached.
Recruitment discussion and best ways to capture talent (JF)	Ongoing - Continued discussion with Administration and Police Department for recruitment improvements
Once fully staffed, return to discuss placing a School Resource Officer (MS)	Pending - An update will be presented as Staff
Office rully starred, return to discuss placing a school resource officer (wis)	recruitments are complete
	Pending - Working with CAO to determine best allowable
Return with metrics for allegations for excessive force (CR)	method of presentation to include in performance
	measures
	Complete - Included in Department Reports on City
Revise performance measures to show department goals vs averages (CR)	Website at: https://ci.san-
	fernando.ca.us/finance/#financial-documents
Collect data to show high traffic collicion areas (CP)	Pending - In development to include in Department
Collect data to show high traffic collision areas (CR)	performance measures

POLICE DEPARTMENT OVERTIME COSTS

	POLICE PERSONNEL COSTS		
	2023*		
FUND	BUDGET	ACTUAL	% USED
General Fund	8,297,748	8,316,990	100.23%
Non-General Fund	1,289,293	978,721	75.91%
All Funds	9,587,041	9,295,711	96.96%



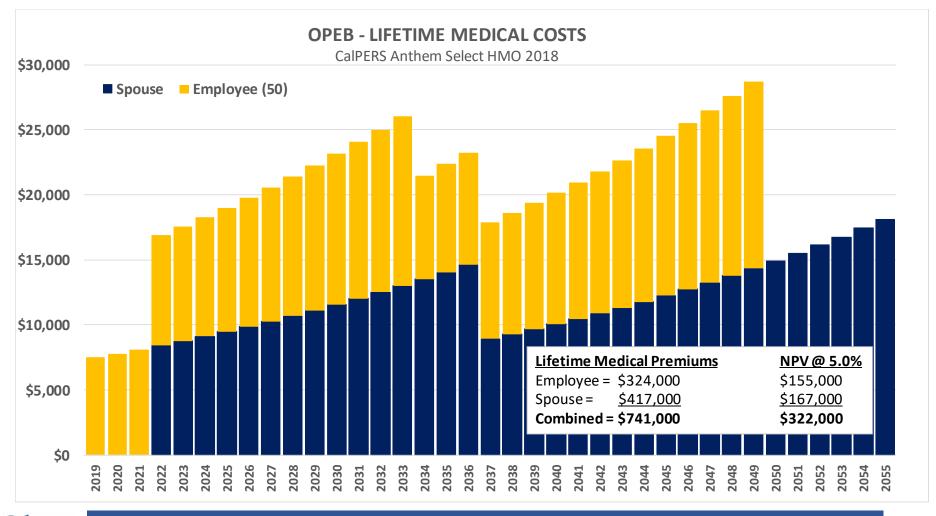
		OVERTIME COSTS			
	2023	2022	2021	2020	2019
	YTD	ACTUAL	ACTUAL	ACTUAL	ACTUAL
Police	1,375,234	1,024,905	684,154	677,060	726,557
Non-PD	252,320	243,699	122,411	202,952	238,844
Citywide	1,627,554	1,268,604	806,564	880,012	965,401



FINANCE DEPARTMENT

FOLLOW-UP	STATUS	
Provide Retiree health chart from Pension Consultant (JF)	Complete - See attached	
Return with report from OPEB Advisor (JF)	Pending - Additional updates pending from actuarial consultant	

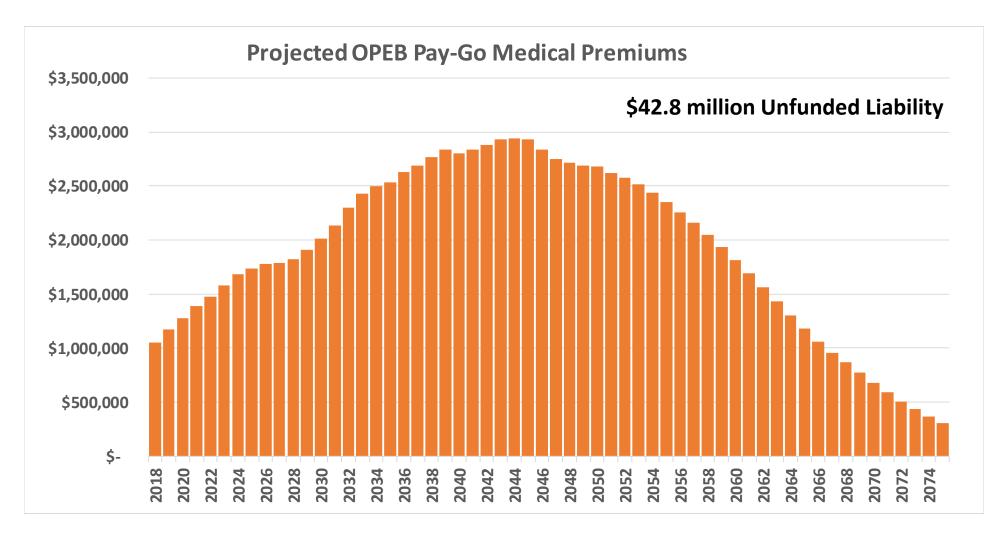
Cost of Lifetime Medical







OPEB Pay-Go Cost Projections





RECREATION COMMUNITY SERVICES DEPARTMENT

FOLLOW-UP	STATUS
Provide list of City-Sponsored events (CR)	Complete - See attached
Provide outreach expenses for prior 2 years (MM)	Complete - See attached
Return to Council when appropriate to discuss hiring PIO (CR)	Pending - Staff will return to City Council in future, per
hetari to council when appropriate to discuss hiring Fio (ch)	direction

Recreation Community Services Department Special Events Calendar FY 2023-2024

	Date	Event	Location	
1.	July 1, 2023	4th of July Celebration	San Fernando Mall	
	•	Red, White and Blue Fest	est	
2.	July 21, 2023	Movies In the Park	Las Palmas Park	
3.	July 28, 2023,	Movies In the Park	Pioneer Park	
4.	August 4, 2023	Movies In the Park	Las Palmas	
5.	August 12, 2023,	Concerts in the Park	Las Palmas Park	
6.	August 19, 2023	Concerts in the Park	Las Palmas Park	
7.	August 26, 2023	Concerts in the Park	San Fernando Mall	
8.	August 31, 2023	City Birthday Celebration	The Lopez Adobe	
9.	September 9, 2023	Rededication Ceremony Layne Park	Layne Park	
10.	September 23, 2023	Northeast Valley Community Street Festival Open Streets Event	San Fernando Rd & Maclay Ave	
11.	October 28, 2023	San Fernando Valley One Mile Run	Along Maclay Ave.	
12.	October 28, 2023	Dia de Los Muertos Festival	Maclay & Macneil Court Parking Lot	
13.	November 11, 2023	Veterans Day Veterans Recognition Banner Program Columniation Ceremony	VFW Post 3834	
14.	December 2, 2023	Holiday Tree Lighting Ceremony	San Fernando Mall	
15.	April 2024	Spring Jamboree		
16.	May 2024	Vet In the Park	Rudy Ortega Sr. Pak	
17.	May 2024	Senior Expo	Las Palmas Park	
18.	May 2024	Mission City Baseball Opening Day	Las Palmas Park	
19.	May 2024	Student Scholarship Awards Ceremony	Rudy Ortega Sr. Park	
20. May 29, 2024 Veterans Recognition		Memorial Day Veterans Recognition Banner Program Ceremony	American Legion Post 176	



FY2021 - 2023 OUTREACH EXPENSES

DEPARTMENT	2021	2022	2023	Grand Total
Administration	\$13,400 Direct Cost: \$0 Staff Hours: 134	\$55,586 Direct Cost: \$24,586 Staff Hours: 310	\$41,496 Direct Cost: \$22,296 Staff Hours: 192	\$110,482.00
Community Development	\$26,000 Direct Cost: \$24,000 Staff Hours: 20	\$0	\$162,570 Direct Cost: \$154,570 Staff Hours: 80	\$188,570.00
Public Works	\$27,000 Direct Cost: \$25,000 Staff Hours: 20	\$11,682 Direct Cost: \$9,682 Staff Hours: 20	\$231,114 Direct Cost: \$218,114 Staff Hours: 130	\$269,796.00
Recreation and Comm. Serv.	\$0	\$0	\$56,000 Direct Cost: \$50,000 Staff Hours: 60	\$56,000.00
TOTAL	\$66,400.00	\$67,268.00	\$491,180.00	\$624,848.00

COMMUNITY DEVELOPMENT DEPARTMENT

FOLLOW-UP	STATUS
Return to Council for Code Enforcement discussion: Pre-sale inspection for rental properties, types of enforcement, vacant lots (JF, CR)	Pending - Staff will return to City Council in future, per direction
Return with data: # of contact with unhoused individuals (CR)	Complete - Included in Department Reports on City Website at: https://ci.san- fernando.ca.us/finance/#financial-documents

PUBLIC WORKS DEPARTMENT

FOLLOW-UP	STATUS
Ask Republic to attend CC meeting (JF, CR)	Complete - Republic attended 6/5/2023 City Council
Ask Republic to attend CC meeting (JF, CK)	Meeting. Additional follow-ups pending
Respond to updated questions (JF)	Pending - Responses to be provided on 6/20/2023
Deturn to Council to discuss parking normits (NAS)	Pending - Staff will return to City Council in future, per
Return to Council to discuss parking permits (MS)	direction

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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: June 20, 2023

Subject: Receive an Update on American Rescue Plan Act Funding (ARPA) and Provide

Direction to Staff

RECOMMENDATION:

a. Receive an update on American Rescue Plan Act (ARPA) funds;

b. Provide direction to staff, as appropriate.

BACKGROUND:

- 1. On March 12, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law. ARPA provides, among other items, payments to individuals of up to \$1,400 per person, extended unemployment benefits, and \$350 billion in fiscal stimulus funding paid directly to state and local governments.
- 2. Through the fiscal stimulus payments, the City will receive a total of \$5,818,339 in ARPA funds, which can be used to address impacts from the COVID-19 pandemic.
- 3. On June 21, 2021, the City Council approved Resolution No. 8075 which appropriated \$160,760 in ARPA funding to pay for technology improvements that support touchless services or reduce the need for "in-person" services (e.g., Upgrade to VOIP telephone system, secure online credit card payment software, and make necessary network improvements to support the new systems) as well as additional facility cleaning and upgraded cameras and laptops for the City Council Chambers.
- 4. On July 13, 2021, the City received its first distribution of ARPA funds in the amount of \$2,909,170. The second distribution is expected on or about July 13, 2022. These funds must be spent within three (3) years; on or before July 2024.
- 5. On September 7, 2021, the City Council accepted ARPA funds, appropriated \$250,000 to reimburse the City for COVID-19 response related expenditures, and directed staff to move

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director □ Dep

□ Deputy City Manager ⋈

□ City Manager

Receive an Update on American Rescue Plan Act (ARPA) Funding and Provide Direction to Staff Page 2 of 4

forward with engaging a professional services firm to assist with administration of the ARPA funds.

- 6. On October 4, 2021, the City Council approved an Agreement with Hinderliter, de Llamas and Associates (HdL) to provide COVID-19 Relief and Economic Recovery Program Administration Services related to the City's ARPA funds.
- 7. On April 4, 2022, the COVID Relief Program Ad Hoc provided an update to City Council and received input regarding Councilmember priorities for use of ARPA funds. The City Council also elected to take the City's total allocation as "Revenue Loss" which allows the greatest flexibility to expend the funds.
- 8. On September 6, 2022, the City Council adopted Resolution No. 8175 which appropriated \$4,200,000 in ARPA funding towards specified programs and projects, including the City Mobile App Virtual San Fernando; Downtown Master Plan; wi-fi at Las Palmas and Recreation parks; sidewalk repairs; First Time Home Buyer and Rehab Loan Revolving Fund; City Hall Beautification; solar power at City Facilities; Water System Capital Improvements; and a feasibility study for new City park space.
- 9. On November 7, 2022, the City Council adopted Resolution No. 8191 which appropriated \$200,341 in ARPA funding to address the budget gap for the Layne Park Revitalization Project.
- 10. On February 21, 2023, the City Council adopted Resolution No. 8216 which appropriated the remaining ARPA fund balance of \$1,007,239 to address the budget gap for the Annual Street Resurfacing Project.
- 11. On April 17, 2023, the City Council authorized a re-appropriation of \$300,000 from the solar power at City facilities project to be instead used towards homeless outreach services and related programming.

ANALYSIS:

The focus of the City's ARPA Expenditure Plan ("Plan") is to provide funding to projects that are transformative, programs that address a gap in service as identified through community/business surveys, and critical infrastructure projects that require gap funding. Priority is also given to resident support, business support and capital improvement programs/projects that have limited options to secure alternate funding sources.

Per City Council approval, ARPA funding has been appropriated toward the following programs and projects:

Receive an Update on American Rescue Plan Act (ARPA) Funding and Provide Direction to Staff Page 3 of 4

PROJECT/PROGRAM	APPOPRIATED	SPENT/ ENCUMBERED	BALANCE	STATUS
COVID-19 Relief/Response Reimbursement	205,291	205,291	-	Complete
Council Chambers/AV Upgrade	24,981	24,981	-	Complete
Technology Improvements	180,494	133,609	46,844	In Progress
Annual Street Resurfacing	1,007,232	1,007,232	-	In Progress
Sidewalk Repair	500,000	500,000	-	In Progress
Layne Park Revitalization Project	200,341	200,341	-	In Progress
City Mobile App - Virtual San Fernando	200,000	-	200,000	In Progress
Downtown Master Plan	250,000	250,000	-	In Progress
Feasibility Study - New City Park Space	50,000	-	50,000	In Progress
Homeless Outreach Services	300,000	300,000	-	In Progress
Water System Capital Improvements	2,000,000	-	2,000,000	Not Started
Wi-Fi at LP & Recreation Park w/Computer Rooms	300,000	-	300,000	Not Started
City Hall Beautification	100,000	-	100,000	Not Started
First Time Home Buyer & Rehab Loan Program Revolving Fund	500,000	-	500,000	Not Started
Total	\$ 5,818,339	\$ 2,621,455	\$ 3,196,884	

BUDGET IMPACT:

The City received \$5,818,339 in federal ARPA funding. To date, the City Council has allocated 100% of ARPA funding for various projects and programs. Per ARPA Guidelines, all funds must be obligated (encumbered) by December 31, 2024, and expended by December 31, 2026.

Receive an Update on American Rescue Plan Act (ARPA) Funding and Provide Direction to Staff Page 4 of 4

CONCLUSION:

Staff recommends that the City Council discuss current ARPA fund appropriations to the specified programs and projects and provide direction, as appropriate.

ATTACHMENT:

A. Coronavirus State and Local Fiscal Recovery Funds FAQs (as of April 10, 2023)

Coronavirus State and Local Fiscal Recovery Funds

Final Rule: Frequently Asked Questions

This document contains answers to frequently asked questions regarding the Final Rule of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF, or Fiscal Recovery Funds). The final rule became effective on April 1, 2022. Treasury intends to update this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the <u>final rule</u> for additional information, as this document does not describe all relevant requirements that apply to the SLFRF program. Recipients also may find helpful the <u>Overview of the Final Rule</u>, which provides a summary of major provisions of the final rule for informational purposes.

- For overall information about the program, including information on requesting funding, please see https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments
- For general questions about SLFRF, please email <u>SLFRF@treasury.gov.</u>

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this FAQ supplement.

Answers to frequently asked questions on the taxability and reporting of payments from SLFRF can be found in this <u>FAQ</u> issued by the <u>IRS</u>.

The FAQs in this document are applicable to the final rule, although readers will notice that many have been incorporated from the FAQs that were available in connection with the interim final rule, because they remain applicable. Answers to frequently asked questions that are unique to the interim final rule remain available at Interim Final Rule: Frequently Asked Questions. A categorization is provided on the following page to assist in identifying the FAQs that remain largely the same as in the FAQ document associated with the interim final rule and the FAQs that are new or have been updated in conformity with the final rule.

Throughout these FAQs, Treasury may refer readers to relevant sections of the Overview of the Final Rule. The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions. The descriptions provided in the Overview summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF funds, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.

FAQ Categorization

Version	Date	Category	FAQ#
1.0	April 27, 2022	FAQs retained with slight modifications from the Interim Final Rule: Frequently Asked Questions document (please note that FAQ numbering has changed between the two documents)	#1.1 - #1.2, #1.4 - 1.7, #2.10, #2.12 - #2.13, #3.8 - #3.13, #4.3, #4.5, #6.10 - #6.11, #6.14, #8.1, #8.3, #10.1 - #10.2, #11.1 - 11.3, #11.6 - 11.12, #12.1 - 12.2
1.0	April 27, 2022	New or Substantially Updated FAQs	#1.3, #1.8, #2.1 – #2.9, #2.11, #2.14 – #2.24, #3.1 – 3.7, #3.14, #4.1 – #4.2, #4.4, #4.6, #4.7 – #4.10, #5.1 – #5.4, #6.1 – #6.9, #6.12 – #6.13, #6.15 – #6.16, #8.2, #11.4 – #11.5, Section 13
2.0	July 27, 2022	Updated FAQs	#2.14, #3.1, #4.9
2.0	July 27, 2022	New FAQs	#6.17 - #6.20, #13.13 - #13.17
2.1	April 10, 2023	New FAQ	#4.11

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

1.2. Which governments receive funds directly from Treasury?

Treasury distributes funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units receive funds through their applicable state government.

1.3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government are not eligible to receive an award as a recipient under the SLFRF program; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government to carry out a program or project on its behalf as a subrecipient. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts. A recipient can also provide funds to an entity that is special-purpose government for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic.

1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specified that \$1 billion would be allocated evenly to all eligible Tribal governments. The remaining \$19 billion was to be distributed using an allocation methodology determined by Treasury, which was based on enrollment and employment.

There were two payments to Tribal governments. Each Tribal government's first payment included (i) an amount in respect of the \$1 billion allocation that was to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments were notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds was June 21, 2021.

The second payment included a Tribal government's pro rata share of the Employment Allocation. There was a \$1,000,000 minimum employment allocation for Tribal governments. In late June 2021, Tribal governments received an email notification to reenter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must have confirmed employment numbers by July 23, 2021. Treasury calculated employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury communicated to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury?

Yes. All counties that are units of general local government receive funds directly from Treasury and should apply via the <u>online portal</u>. The list of county allocations is available here.

1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why?

The American Rescue Plan Act (ARPA) defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

1.7. In order to receive and use funds, must a recipient government maintain a declaration of emergency relating to COVID-19?

No. Neither the statute establishing the SLFRF nor the final rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

1.8. Can nonprofit or private organizations receive funds? If so, how?

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal

government may transfer funds to a "private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government." Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The interim final rule clarified that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and the final rule clarified that recipients may transfer funds to any entity to carry out, as a subrecipient, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered a subrecipient and will be expected to comply with all subrecipient reporting requirements.

Additionally, a recipient can provide funds to an entity, including a nonprofit organization, for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic. In this instance, these entities will be considered beneficiaries, not subrecipients, and will not be expected to comply with subrecipient reporting requirements. Beneficiary reporting requirements will apply.

The ARPA does not authorize Treasury to provide SLFRF funds directly to nonprofit or private organizations. Thus, a nonprofit or private organization should seek funds from SLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

2.1. If a use of funds is not explicitly permitted in the final rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

No. The final rule provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. The final rule also presumes that some populations experienced pandemic impacts and are eligible for responsive services. Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

2.2. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses to respond to the negative economic impacts of the pandemic include assistance to households and communities; assistance to small businesses and nonprofits; aid to impacted industries; and uses to support public sector capacity and workforce. For

an overview of the eligible uses within each of these subcategories, please see pages 12-13 and 16-34 of the <u>Overview of the Final Rule</u>. The eligible uses within this category include programs and services to respond to impacts of the pandemic on households and communities, such as:

- Cash assistance
- Food assistance (e.g., child nutrition programs, including school meals) & food banks
- Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- Programs or services to support long-term housing security, including development of affordable housing and permanent supportive housing

They also include uses to bolster public sector capacity and workforce, such as:

- Payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19.
- Payroll and covered benefits for additional public sector workers up to a prepandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

These tools can allow recipients not only to bring back laid-off workers, but to address critical shortages of teachers, instructional aides, transportation workers, behavioral health workers, and other key government personnel, by funding positions at competitive wages and improving job quality in these sectors (see FAQs #2.15, #2.16, #2.17).

Recipients also have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses. For more information on identifying eligible uses beyond those enumerated, please see pages 32-34 of the Overview of the Final Rule.

2.3. What types of COVID-19 response, mitigation, and prevention activities are eligible?

Please see pages 12-14 of the <u>Overview of the Final Rule</u> for a non-exhaustive list of enumerated eligible uses relating to COVID-19 mitigation and prevention, as well as information about how to design other responses that are not included in the list.

2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes. Cash transfers, like all eligible uses in the public health and negative economic impacts category, must respond to the negative economic impacts of the pandemic on a household or class of households. Recipients may presume that low- and moderate-income households (as defined in the final rule), as well as households that experienced unemployment, food insecurity, or housing insecurity, experienced a negative economic impact due to the pandemic. Recipients may also identify other households or classes of households that experienced a negative economic impact of the pandemic and provide cash assistance that is reasonably proportional to, and not grossly in excess of, the amount needed to address the negative economic impact. For example, in the ARPA, Congress authorized Economic Impact Payments to households at certain income levels, identifying and responding to a negative economic impact of the pandemic on these households.

Treasury has reiterated in the final rule that responses to negative economic impacts should be reasonably proportional to the impact that they are intended to address. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Reasonably proportional refers to the scale of the response compared to the scale of the harm. It also refers to the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide assistance in a very small amount to a group that experienced severe harm and in a much larger amount to a group that experienced relatively little harm. Please also see questions 7-10 from the IRS-issued FAQ on SLFRF relating to the taxability of cash transfers.

2.5. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing unemployment funds?

Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Through December 31, 2024, recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits

payable (i.e., maximum benefit entitlement).

2.6. May funds be used to reimburse recipients for costs incurred by state, local and Tribal governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of SLFRF is generally forward looking. The final rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

2.7. May recipients use funds for general economic development?

Generally, no. General economic development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction's business climate – would generally not be eligible under this eligible use category.

To identify an eligible use of funds under the public health and negative economic impacts category, a recipient must identify a beneficiary or class of beneficiaries that experienced a harm or impact due to the pandemic, and eligible uses of funds must be reasonably designed to respond to the harm, benefit the beneficiaries that experienced it, and be related and reasonably proportional to that harm or impact. For example, job training and other supports – like childcare, transportation, and subsidized employment – for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

2.8. How can recipients use funds to assist the travel, tourism, and hospitality industries? May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Please see pages 24-25 of the Overview of the Final Rule.

2.9. How does the final rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the long-standing disparities in health and economic outcomes in underserved communities that have amplified and exacerbated the impacts of the pandemic, the final rule identifies certain populations as "disproportionately impacted" by the pandemic and enumerates a broad range of services and programs to address health disparities, to build stronger communities through investments in neighborhoods, to address educational disparities, to provide rental assistance vouchers or assistance relocating to areas of greater economic opportunity, and other eligible uses to respond to negative economic impacts in disproportionately impacted communities.

Specifically, Treasury will presume that certain populations were disproportionately impacted by the pandemic and therefore automatically eligible to receive responsive services. See page 19 of the <u>Overview of the Final Rule</u> for a full list of the

populations presumed disproportionately impacted by the pandemic. Recipients may also provide responsive services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Treasury has provided a non-exhaustive list of eligible responses to serve disproportionately impacted communities on page 20 of the <u>Overview of the Final Rule</u>. Note that these are an enhanced set of responses available in addition to responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18 of the Overview).

2.10. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?

Yes. Under the final rule, recipients may use SLFRF funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs.

Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

2.11. How can recipients use funds to support workers returning to work?

Under the final rule, recipients may use SLFRF funds under the public health and negative economic impacts eligible use category to provide assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, cash and other incentives for newly employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses, and development of job and workforce training centers.

2.12. What staff are included in "public safety, public health, health care, human services, and similar employees"? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff?

As discussed in the final rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee's time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers),

sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Note that this category encompasses both public health and health care employees; both are treated as public health employees for the purposes of this eligible use category. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

2.13. May recipients use funds to establish a public jobs program?

Yes. Under the public health and negative economic impacts eligible use category, the final rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker's occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

2.14. Can funds be used for investments in affordable housing?

Yes. Under the final rule, "Development, repair, and operation of affordable housing and services or programs to increase long-term housing security" is an enumerated eligible use to respond to impacts of the pandemic on households and communities. Treasury continues to strongly encourage the use of SLFRF for affordable housing and has updated this FAQ to promote clarity and administrability in the use of these funds.

Affordable housing projects must be responsive and proportional to the harm identified. This standard may be met by affordable housing development projects—which may involve large expenditures and capital investments—if the developments increase the supply of long-term affordable housing for households that experienced associated pandemic impacts under the final rule.

Presumptively Eligible Uses

For purposes of this standard, if a project fits within either of the below presumptions, Treasury will presume that a project is eligible. As discussed more below, Treasury will presume that the following affordable housing investments are eligible uses of SLFRF funds as responses to the negative economic impacts of the pandemic: (1) projects that would be eligible for funding under an expanded list of federal housing programs and (2) projects for the development, repair, or operation of affordable rental housing with certain income and affordability requirements. Recipients' affordable housing projects may use

either of these presumptions to qualify as a presumptively eligible use. If a recipient uses one presumption for an affordable housing project, the recipient may still use a different presumption for another affordable housing project.

Presumption 1: Treasury will presume that any project that is eligible to be funded under any of the following federal housing programs is an eligible use of SLFRF funds as a response to the negative economic impacts of the pandemic:

- The National Housing Trust Fund (HTF, administered by HUD);
- The Home Investment Partnerships Program (HOME, administered by HUD);
- The Low-Income Housing Tax Credit (administered by Treasury);
- The Public Housing Capital Fund (administered by HUD);
- Section 202 Supportive Housing for the Elderly Program and Section 811 Supportive Housing for Persons with Disabilities Program (administered by HUD);
- Project-Based Rental Assistance (PBRA) (administered by HUD); and
- Multifamily Preservation & Revitalization program (administered by USDA).

In previous guidance, presumptive eligibility for affordable housing projects was limited to HOME and HTF. Treasury has updated this list by adding additional programs in an effort to increase administrability and clarity in the use of SLFRF funds for affordable housing purposes. This update is also expected to decrease the transaction costs associated with layering SLFRF funds with existing projects. Note that these programs use different income limits than the definitions of low- and moderate-income adopted by Treasury. Given the severity of the affordable housing shortage, and the ways in which the pandemic has exacerbated the need for affordable, high-quality dwelling units, Treasury has determined that the households served by these federal housing programs have been impacted by the pandemic and its negative economic impacts and that development of affordable housing consistent with these programs is a related and reasonably proportional response to those impacts. Additionally, affordable housing projects provided by a Tribal government are eligible uses of SLFRF funds if they would be eligible for funding under the Indian Housing Block Grant program, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program.

To the extent that a recipient chooses to use SLFRF funds to invest in affordable housing projects in alignment with these federal housing programs, the investment agreement must require the covered project or units to adhere to all applicable local codes, and comply, at a minimum, with the applicable federal housing program's requirements related to:

- Resident income restrictions;
- The period of affordability and related covenant requirements for assisted units;
- Tenant protections; and
- Housing quality standards.

Presumption 2: Treasury will presume that an investment in the development, repair, or

operation of any affordable rental housing unit is an eligible use of SLFRF funds to respond to the negative economic impacts of the pandemic if the unit has a limited maximum income of 65% area median income (AMI), as imposed through a covenant, land use restriction agreement, or other enforceable legal requirement for a period of at least 20 years. A jurisdiction may establish a longer period of affordability at its discretion. This presumption is available even if the project does not align with the federal housing programs specified in Presumption 1.

Under this presumption, recipients may use SLFRF funds as part of the financing for a mixed-income housing project if the total financing made up of SLFRF funds does not exceed the total development costs attributable to affordable housing units limited to households at or below 65% AMI for the affordability period. For example, if 25% of a project's units are reserved for families at or below 65% AMI for the affordability period, and 20% of the total development costs of the project are attributable to such reserved units, then SLFRF funds may be used to pay for up to 20% of the total development costs.

The income limit and 20-year affordability covenant does not need to apply to specific units, but rather it may specify a number of units within the development, in which case the covenant should also specify the bedroom size mix.

Using 65% AMI as the income limit aligns to the AMI component of Treasury's definition of moderate-income households, which is one population that Treasury presumes impacted by the pandemic or its negative economic impacts. Because of the highly localized nature of housing costs and the broad use of AMI in affordable housing development, repair, and operation, Presumption 2 requires funded units to be at or below 65% AMI but does not incorporate the 300% FPL level that is also used to define moderate-income households under the final rule.

Recipients are strongly encouraged to prioritize SLFRF investments for affordable housing in close proximity to, or with strong transit linkages to, centers of employment and/or institutions that provide high quality education or childcare, health care, services and healthy foods.

Additional Eligible Uses:

Note that other affordable housing projects, beyond those eligible under the presumptions described above, may also be eligible uses of SLFRF funds under the final rule if they are related and are reasonably proportional to addressing the negative economic impacts of the pandemic and otherwise meet the final rule's requirements. As an example, in certain rental markets, data indicates that there are gaps in financing for units serving households between 50% and 80% AMI and/or significantly higher than average housing costs relative to AMI that have led communities in this income threshold to be impacted by the pandemic. In such cases, it may be reasonably proportional to address the negative economic impacts of the pandemic by funding units (e.g., up to 80% AMI) that do not fall into the presumptively eligible categories listed above.

To further support sustainable and durable homeownership, recipients may consider

offering down payment assistance, such as through contributions to a homeowner's equity at origination or that establish a post-closing mortgage reserve account on behalf of the borrower that may be utilized to make a missed or partial mortgage payment at any point during the life of the loan (e.g., if the borrower faces financial stress). Homeownership assistance that would be eligible under the Community Development Block Grant (at 24 CFR 507.201(n)) is also an eligible use of SLFRF funds.

2.15. Can I use funds to raise public sector wages and hire public sector workers?

Yes. Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, including reasonable increases in compensation, and paying for ancillary administrative costs related to hiring, support, and retention.

Under the set of eligible uses for public-sector rehiring, recipients may fill vacancies and add additional employees using SLFRF funds (see pages 4385-4387 of the final rule and pages 27-28 of the Overview of the Final Rule). Recipients have two options to restore pre-pandemic employment, depending on the recipient's needs. First, if the recipient simply wants to hire back employees for pre-pandemic positions, recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.

Second, if the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions, recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Filling these roles may require recipients to increase wages and improve benefits above and beyond what they currently offer, especially in roles with historically low wages and acute staffing needs. This compensation would be an eligible use of SLFRF funds.

SLFRF funds also may be used to provide worker retention incentives, including reasonable increases in compensation to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.

2.16. How can funds be used to improve job quality and address labor supply challenges in the education and childcare sectors?

SLFRF funds can pay for the full salary and benefits of many school and childcare staff, including increased wages needed to recruit and retain excellent staff, and to fund premium pay, bonuses, training, and other worker supports. Some examples of potential uses of funds related to supporting the education and childcare sectors are provided below:

- Under the public health and negative economic impacts eligible use category, SLFRF funds can be used broadly for re-hiring public sector staff, such as school staff, to restore the public sector, including payroll and covered benefits for new or re-hired public employees (see <u>FAQ #2.15</u>)
 - Even where the recipient, such as the municipality, does not have budgetary authority over a school district, it may choose to sub-award SLFRF funds to districts and other government entities for these purposes (see FAQ #2.17).
- SLFRF can fund premium pay for essential workers, including school personnel and childcare providers working in person in both the public and private sector, to compensate them for their service during the pandemic (see pages 35-36 of the Overview of the Final Rule and section 5 of the FAQs).
- Under the public health and negative economic impacts eligible use category, SLFRF can fund supports for unemployed and underemployed workers, including hiring bonuses, training, and other labor supports, regardless of sector (see <u>FAQ</u> #2.11).
 - Under this provision, recipients can help childcare providers and school districts by strengthening pipelines into these sectors, including by using SLFRF funds to train potential workers to fill in-demand roles in childcare and education, including as school bus drivers, school nutrition staff, paraprofessionals, and other staff.
- Childcare subsidies and other supports for childcare programs public or private

 that serve low- and moderate-income families, are broadly eligible uses of
 SLFRF funding under the public health and negative economic impacts eligible use category (see <u>FAQ #2.25</u>). These subsidies can support improvements to wages and job quality that make childcare employment an attractive career.
- Recipients can also provide assistance to small businesses under the public health and negative economic impacts eligible use category which many state and local governments can use to help childcare small businesses expand their business, raise wages for workers, and complete training and other technical assistance to support high-quality care, given the impacts these businesses have faced over the course of the pandemic (see pages 21-22 of the Overview).

2.17. How can recipients use funds to invest in their public sector workforce when the recipient government is not the direct employer, as is the case with some transit agencies and local educational agencies?

Under the increased flexibility of the final rule, SLFRF funds may be used to support a broader set of uses to restore and support public sector employment as a response to the pandemic and its negative economic impacts (see <u>FAQ #2.15</u>).

Treasury acknowledges that funding models for public sector workers vary drastically across jurisdictions, and the direct employer of a public sector worker may be an entity separate from the SLFRF recipient government, like an independent transit agency or local educational agency (LEA), rather than the recipient government itself. Recipients may still use SLFRF funds to hire workers in these sectors under such circumstances.

Using the calculation detailed on page 4386 of the final rule and pages 27-28 of the Overview of the Final Rule, a recipient may calculate at an entity level the actual number of FTEs for the entity and the adjusted pre-pandemic baseline for the entity. The difference between the actual number of FTEs and the adjusted pre-pandemic baseline represents the number of FTEs that can be hired using SLFRF funds.

A recipient may then transfer funds to the entity, which would act as a subrecipient and cover payroll, covered benefits, and other costs associated with hiring up to this number of FTEs. A recipient may, in addition, "transfer" the FTEs it may hire based on its own calculation to the entity. A recipient may not, however, perform the calculation on the behalf of an entity, and then "transfer" to itself, or to any other entity, any of the FTEs able to be hired by the entity.

As an illustrative example, consider a recipient county government that would like to fund the salary and benefits costs for hiring teachers in a school district.

The school district has 2000 budgeted FTEs on January 27, 2020. The school district's pre-pandemic baseline is 2000 FTEs; its adjusted pre-pandemic baseline is 2000 * 1.075 = 2150 FTEs. The county's pre-pandemic baseline is 1000 FTEs; its adjusted pre-pandemic baseline is 1000 * 1.075 = 1075 FTEs. Now, assume that on March 3, 2021, the school district had 1800 budgeted FTEs in total, and the county had 1000 budgeted FTEs.

The county would be able to transfer funds to the school district to hire up to 350 FTEs with SLFRF funds (that is, 2150 - 1800 = 350 FTEs), and additionally, "transfer" up to 75 FTEs to the school district (that is, 1075 - 1000 = 75 FTEs). If the county decided to "transfer" all of its 75 FTEs to the school district, then the school district could hire up to 350 + 75 = 425 FTEs using funds from the county. However, the county may not directly hire any more than 75 FTEs under this public sector hiring provision, and may not use any of the funds for the 350 FTEs able to be hired by the school district to fund any of the county's FTE positions.

This public sector rehiring provision is a powerful tool for addressing staffing needs and shortages across government.

2.18. Can I use SLFRF funds to provide childcare to households?

Yes. Childcare and early learning services, home visiting programs, services for child welfare involved families and foster youth are an enumerated use eligible to respond to impacts of the pandemic on households and communities. These eligible uses can include new or expanded services, increasing access to services, efforts to bolster, support, or preserve existing providers and services, and similar activities. Further, improvements to or new construction of childcare, daycare, and early learning facilities are eligible capital expenditures, subject to the other eligibility standards for capital expenditures.

2.19. How can funds be used for "installation and improvement of ventilation systems in congregate settings, health care settings, or other public facilities" like commercial buildings, office buildings, schools, nursing homes, multi-family residential buildings, and restaurants?

As a general matter, ventilation improvements, including updates to HVAC systems, improved air filtration, and increased outdoor air flow, can help reduce the concentration and risk of exposure to aerosols, and thus infection with COVID-19. The National COVID-19 Preparedness Plan specifies that improving ventilation and air filtration is a key component of keeping schools and businesses safely open. Although improvements to ventilation and air cleaning cannot on their own eliminate the risk of airborne transmission of the SARS-CoV-2 virus, the Environmental Protection Agency (EPA) has recommended taking steps to improve indoor air quality (IAQ) including optimizing fresh air ventilation, enhancing air filtration and cleaning, and managing the way air flows as components of a larger approach that may include individual actions and layered prevention strategies.

Under the SLFRF program, funds for installation and improvement of ventilation systems can be used for projects that respond to the pandemic's public health impacts and provide longer-term benefits, including the inspection, testing, commissioning, maintenance, repair, replacement, and upgrading of HVAC systems to improve indoor air quality in facilities. Projects can include assessing current HVAC systems, updating HVAC systems, updating air filters, installing functional windows for improved ventilation, repairing windows and doors, installing in-room air cleaning devices, and other projects for improving indoor air quality. For a more extensive guide of how to effectively use funds for ventilation improvements, Treasury recommends reviewing EPA's Clean Air in Buildings Challenge, a call to action and a set of guiding principles and best practices to assist building owners and operators with improving IAQ in buildings, as well as EPA's resource page on "Ventilation and Coronavirus (COVID-19)." For a guide on federal programs and resources to support school infrastructure, including ventilation improvements, Treasury recommends consulting the "White House Toolkit: Federal

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¹ https://www.cdc.gov/coronavirus/2019-ncov/community/ventilation.html: https://www.epa.gov/coronavirus/indoor-air-and-coronavirus-covid-19.

Resources for Addressing School Infrastructure Needs." Further, Treasury recommends that recipients engage with public health and infection prevention professionals to develop and support an effective COVID-19 mitigation strategy. Finally, Treasury recommends that recipients ensure that the inspection, testing, commissioning, maintenance, repair, replacement, and upgrading of ventilation systems is performed by a skilled, trained, and certified workforce.

Recipients that undertake ventilation system investments under the public health and negative economic impacts eligible use category should review capital expenditure requirements in the final rule and note that capital expenditures must be related and reasonably proportional to the pandemic impact identified.

2.20. In what types of buildings can recipients use funds to install and improve of ventilation systems?

In addition to directly installing and improving ventilation systems in congregate settings, health care settings, or other public facilities, recipients may grant or loan funds to businesses, non-profits, and other entities that may benefit from COVID-19 mitigation measures.

In making these investments, Treasury recommends that recipients consult with public health and infection prevention professionals and that recipients ensure work is performed by a workforce that is skilled, trained, and certified in ventilation systems work. Many buildings would benefit from ventilation improvements, including settings where risk of infection is higher, such as when people are indoors for prolonged periods of time, are in crowded environments, or are performing activities that increase emission of respiratory fluids (such as speaking loudly, singing, or exercising).² This includes commercial buildings, office buildings, dense worksites, schools, nursing homes and other long-term care facilities, multi-family residential buildings, restaurants, correctional facilities, transportation hubs, and public transit vehicles, among other locations. Recipients are encouraged to consider congregate settings and other key locations as priorities for installation and improvement of ventilation systems. Please note that use of funds is not limited to government-owned public facilities and funds may be distributed by recipients to private businesses, non-profits, and others for COVID-19 mitigation and prevention, as the final rule clarifies that recipients may identify the general public as the impacted population for COVID-19 prevention and mitigation services. Recipients should review capital expenditure requirements for the public health and negative economic impacts eligible use category in the final rule before undertaking investments in ventilation systems.

For more information on ventilation system upgrades for school settings, Treasury recommends consulting:

- Creating Healthy Indoor Air Quality in Schools: https://www.epa.gov/iaq-schools
- Efficient and Healthy Schools campaign: https://efficienthealthyschools.lbl.gov/

² https://www.epa.gov/coronavirus/indoor-air-and-coronavirus-covid-19.

• Efficient and Healthy Schools website: https://www.energy.gov/eere/buildings/efficient-and-healthy-schools

For more information on ventilation system upgrades for office and other commercial building settings, Treasury recommends consulting:

- Enhancing Health with Indoor Air: https://sftool.gov/learn/about/626/enhancing-health-indoor-air
- Sustainable Response to COVID-19: https://sftool.gov/learn/about/625/sustainable-response-covid-19
- Better Buildings Resource Center: Building Operations during COVID-19 https://betterbuildingssolutioncenter.energy.gov/covid19

For more information on ventilation system upgrades for residential settings, Treasury recommends consulting:

- Improving Ventilation in Your Home: https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/Improving-Ventilation-Home.html
- Ventilation in Buildings: https://www.cdc.gov/coronavirus/2019-ncov/community/ventilation.html

2.21. Can SLFRF funds be used to support public school facility improvements, upgrades, and new construction – such as those that make buildings more energy efficient, increase their use of renewable energy, address capacity constraints, and respond to health and safety concerns?

Yes. There are numerous ways in which SLFRF funds may be used to support public school facility improvements and upgrades.

First, as part of the public health and negative economic impacts (PH-NEI) eligible use category, SLFRF funds may be used address educational disparities in disproportionately impacted communities,³ which may include funding improvements or new construction of schools and other educational facilities or equipment. Recipients may consider energy efficiency improvements as part of their facility investments, and may also use funds for pre-project development costs, such as assessment of building conditions, energy audits, feasibility studies, HVAC commissioning and testing, and lead testing, that are tied to or reasonably expected to lead to an eligible investment in school facilities to address educational disparities in disproportionately impacted communities. Recipients should review and comply with the requirements applicable to capital expenditures under the public health and negative economic impacts eligible use category as outlined in the final rule.⁴

³ Please see FAQ 2.9 for more on disproportionately impacted communities, and the <u>Overview of the Final Rule</u> (p.19) for a list of presumed disproportionately impacted communities. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁴ Please see the <u>Overview of the Final Rule</u> (p. 30-31) for a summary of capital expenditure requirements for the public health and negative economic impacts eligible use category.

Second, as part of the PH-NEI eligible use category, recipients may use funds for adaptations to schools for the purpose of mitigating the spread of COVID-19, including for ventilation improvements. Similar to the above, recipients should ensure compliance with the capital expenditure requirements for the eligible use category.

Third, as part of the water and sewer infrastructure eligible use category, recipients may invest in certain projects to support lead remediation, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities. Recipients can also invest in certain green water infrastructure projects. Eligible water and sewer projects are generally aligned with those allowable under the EPA's Drinking Water and Clean Water State Revolving Funds, and Treasury has added additional eligible projects as part of the final rule. Recipients should review and comply with the specific requirements provided for in the water and sewer infrastructure eligible use category as outlined in the final rule.

Fourth, as part of the revenue loss eligible use category, which is the broadest eligible use category that is capped by either the \$10 million standard allowance (up to a recipient's award size) or a recipient's calculated revenue loss, recipients may use SLFRF funds on government services. These government services include any service traditionally provided by a government unless Treasury has stated otherwise. Eligible government services that may be covered under the revenue loss eligible use category include maintenance, improvement, or new construction of public school facilities, including those that address over-crowding and capacity constraints, support energy efficiency, and respond to health and safety concerns, among other purposes.

Under the SLFRF program, recipients must obligate all funds by December 31, 2024 and expend funds by December 31, 2026. Recipients may transfer funds to other entities, including local educational agencies, to carry out as a subrecipient an eligible use of funds by the recipient, as long as they comply with program requirements. Recipients should note that the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the SLFRF program, except for certain SLFRF-funded construction projects undertaken by the District of Columbia. The National Environmental Policy Act (NEPA) does not apply to Treasury's administration of the SLFRF program, although projects supported with SLFRF funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

2.22. Would investments in improving outdoor spaces (e.g., parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts?

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that

promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces.

Second, recipients may provide assistance to disproportionately impacted small businesses. The final rule included rehabilitation of commercial properties, storefront improvements, and façade improvements as enumerated eligible assistance to these small businesses.

Third, recipients can assist small businesses, nonprofits, or other entities to create or enhance outdoor spaces to mitigate the spread of COVID-19 (e.g., restaurant patios).

Recipients pursuing many of these uses should also note the eligibility standards for capital expenditures in the final rule, which are summarized on pages 30-31 of the <u>Overview of</u> the Final Rule.

2.23. Would expenses to address a COVID-related backlog in court cases be an eligibleuse of funds as a response to the public health emergency?

Yes. The final rule maintains that SLFRF funds may be used to address administrative needs of recipient governments that were caused or exacerbated by the pandemic. Please see pages 4388-4389 of the final rule. During the COVID-19 public health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from the inability of courts to safely operate during the COVID-19 pandemic decreased the government's ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

2.24. Can funds be used for eviction prevention efforts or housing stability services?

Yes. Treasury provided a non-exhaustive list of eligible services in the final rule: Rent, rental arrears, utility costs or arrears (e.g., electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil), reasonable accrued late fees (if not included in rental or utility arrears), mortgage payment assistance, financial assistance to allow a homeowner to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default, mortgage principal reduction, facilitating mortgage interest rate reductions, counseling to prevent foreclosure or displacement, relocation expenses following eviction or foreclosure (e.g., rental security deposits, application or screening fees).

Treasury also clarified that assistance to households for delinquent property taxes, for example to prevent tax foreclosures on homes, was permissible under the interim final

rule and continues to be so under the final rule. In addition, Treasury also clarified that recipients may administer utility assistance or address arrears on behalf of households through direct or bulk payments to utility providers to facilitate utility assistance to multiple consumers at once, so long as the payments offset customer balances and therefore provide assistance to households. The public health and negative economic impacts eligible use category also includes emergency assistance for individuals experiencing homelessness, either individual-level assistance (e.g., rapid rehousing services) or assistance for groups of individuals (e.g., master leases of hotels, motels, or similar facilities to expand available shelter). Please see page 4360 of the final rule for further relevant clarifications.

3. Eligible Uses – Revenue Loss

3.1. Does a recipient need to calculate or provide proof of its revenue loss to use funds for government services?

Recipients may elect a "standard allowance" of up to \$10 million to spend on government services through the period of performance. The standard allowance is available to all recipients and offers a simple, convenient way to determine revenue loss, instead of using the full formula specified in the final rule. Recipients must make a one-time, irrevocable election to either take the standard allowance or calculate revenue loss. Recipients were able to indicate this choice in their Project and Expenditure Reports due April 30, 2022, and recipients may update their revenue loss election, as appropriate, in future reporting cycles through the April 2023 reporting period. Upon update, any prior revenue loss election will be superseded. For example, if a recipient previously elected to calculate revenue loss in their Project and Expenditure Report due April 30, 2022 and this recipient would like to update their election, Treasury's reporting portal will allow the recipient to supersede their prior election in future reporting cycles and instead take the standard allowance. Similarly, recipients who previously elected the standard allowance and would like to supersede their prior election and instead calculate revenue loss may also update their revenue loss election in future reporting cycles. Recipients continue to be required to employ a consistent methodology across the period of performance (i.e., choose either the standard allowance or the full formula) and may not elect one approach for certain reporting years and the other approach for different reporting years. Recipients who elect the standard allowance do not have to produce any further demonstration or calculation of revenue loss.

Electing the standard allowance does not increase or decrease a recipient's total allocation. For example, a recipient with an allocation of \$6 million would be allowed to claim no more than \$6 million as revenue loss to use for government services, and a recipient with an allocation of \$12 million would be allowed to claim the full \$10 million standard allowance and use the remaining allocation towards other eligible use categories. Recipients who elect to calculate revenue loss by formula must do so as articulated in the final rule and described in the Overview of the Final Rule and FAQ #3.6.

3.2. Can revenue loss funds be used for a purpose that is not explicitly listed as an

example of a government service in the Overview of the Final Rule or Final Rule?

Yes. Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise. Common examples are listed on page 11 of the Overview of the Final Rule and page 4408 of the final rule, but these lists are not exhaustive. In addition to the common examples described in the final rule, many recipients and stakeholders have asked if using funds for activities like payroll for specific public sector staff, renovations to particular government facilities, and equipment to facilitate and improve government services such as health services, waste disposal, road building and maintenance, and water and sewer services would be eligible as government services. Treasury is clarifying here that under the final rule, payroll for government employees, contracts, grants, supplies and equipment, rent, and the many other costs that governments typically bear to provide services are costs that could comprise the costs of government services, and are eligible uses of funds.

Revenue loss is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section in the Overview of the Final Rule and Final Rule and apply to all eligible use categories, apply to government services as well. Note also that every use that is eligible under other eligible use categories is also eligible under revenue loss, because those eligible uses are also services provided by recipient governments, and Treasury encourages recipients to use their funds for investments that serve the needs of their communities and build a stronger and more equitable recovery.

3.3. Can revenue loss funds be used for a project eligible under other eligible use categories, such as addressing the public health and negative economic impacts of the pandemic, providing premium pay, or investing in water, sewer, or broadband infrastructure?

Yes. The revenue loss eligible use category allows recipients to expend funds with flexibility and streamlined reporting requirements, including on expenditures that would not be eligible under other eligible use categories, like general infrastructure repairs. Recipients may also use revenue loss funds to carry out investments that would be eligible under other eligible use categories, because those eligible uses are also services provided by recipient governments. Treasury encourages the use of government services funds on uses enumerated in these categories, including but not limited to affordable housing, childcare investments, supporting public sector workers, job training and workforce development, and investments in public health.

3.4. How is revenue defined for the purpose of the revenue loss calculation formula?

The final rule adopts a definition of "General Revenue" that is based on, but not identical, to the Census Bureau's concept of "General Revenue from Own Sources" in the Annual Survey of State and Local Government Finances.

General Revenue means money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions and proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the Federal Government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General Revenue also includes revenue from liquor stores that are owned and operated by state and local governments. General Revenue does not include revenues from utilities, except recipients may choose to include revenue from utilities that are part of their own government as General Revenue provided the recipient does so consistently over the remainder of the period of performance. Revenue from Tribal business enterprises must be included in General Revenue.

Please see the appendix for a diagram of the final rule's definition of General Revenue within the Census Bureau's revenue classification structure.

3.5. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID-19 public health emergency on a recipient's revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregate revenue by purpose rather than by source.

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau's Annual Survey of State and Local Government Finances. According to the Census Bureau's Government Finance and Employment Classification manual, the following is an example of current charges that would be included in a state or local government's General Revenue from own sources: "Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities." Please refer to the appendix for further details on the definition of General Revenue.

3.6. For recipients not electing the \$10 million standard allowance, what is the formula for calculating the reduction in revenue?

Recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. To calculate revenue loss at each of these dates, recipients must follow a four-step process:

- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the base year revenue.
- b. Estimate counterfactual revenue, which is equal to the following formula, where n is the number of months elapsed since the end of the base year to the calculation date:

base year revenue \times (1 + growth adjustment) $^{n/12}$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient's average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify actual general revenue, which equals revenues collected over the twelve months immediately preceding the calculation date. Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added to or subtracted from the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022. Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.
- d. Revenue loss for the calculation date is equal to counterfactual revenue minus actual revenue (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section. Recipients should see the final rule for the full description of the requirements to reflect the effect of tax cuts and tax increases on actual revenue.

3.7. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

Under the final rule, any diminution in actual revenue calculated using the formula above would be presumed to have been "due to" the COVID-19 public health emergency, in the case of both the standard allowance and the formula, which, as discussed above adjusts for certain tax policy changes.

3.8. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

3.9. In calculating revenue loss, are recipients required to use audited financials?

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate.

3.10. In calculating revenue loss, should recipients use their own data, or Census data?

Recipients should use their own data sources to calculate General Revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients' self-reported General Revenue figures may differ somewhat from those published by the Census Bureau.

3.11. Should recipients calculate revenue loss on a cash basis or an accrual basis?

Recipients may calculate revenue loss on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology for all inputs of the revenue loss calculation throughout the period of performance and until reporting is no longer required.

3.12. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds?

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

3.13. What entities constitute a government for the purpose of calculating revenue

loss?

In determining whether a particular entity is part of a recipient's government for purposes of measuring a recipient's General Revenue, recipients should identify all the entities included in their government and the General Revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. Recipients may not include independent entities in calculating General Revenue. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records forpublic inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and include the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the foregoing criteria, recipients may refer to the Census Bureau's *Individual State Descriptions: 2017 Census of Governments* publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census

Bureau's judgment. Though not included in the Census Bureau's publication, state colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the final rule's definition of General Revenue. For example, some cash flows may be outside the definition of General Revenue. In addition, note that the definition of general revenue includes Tribal enterprises in the case of Tribal governments. Refer to FAQ #3.4 and the Appendix for the components included in General Revenue.

3.14. How should recipients that receive multiple allocations (e.g., a city and a county consolidated government) calculate their revenue loss?

If a government entity receives a combined award (e.g., in its capacity both as an NEU and as a Unit of General Local Government (UGLG) within a non-UGLG county), it must determine its revenue loss only once as the combined entity. The government entity may not, for example, elect the standard allowance once as an NEU and once as an UGLG (i.e., it would only be able to claim up to a total of \$10 million standard allowance against all of its awards). Similarly, if the government entity elects to calculate its revenue according to the formula set out in the final rule, it must do so on a combined basis.

In the case of an award to an UGLG within a non-UGLG county under section 603(b)(3)(B)(ii) of the Social Security Act, the UGLG is considered the prime recipient of this award. Therefore, the prime recipient in this circumstance may treat these transferred funds as its own award for purposes of the revenue loss determination.

For example, if an NEU receives \$2 million in its NEU distribution, and then receives an additional \$13 million as an UGLG within a non-UGLG county, and the NEU elects the standard allowance of \$10 million in revenue loss, the NEU would be able to spend up to a total of \$10 million on government services under revenue loss against its awards, and would be able to spend the remaining \$5 million in other expenditure categories.

4. Eligible Uses – General

4.1. How do I know if a specific use is eligible?

The best way to begin evaluation of whether a specific use is an eligible use of SLFRF funds is to consider which of the four eligible use categories the use may fall into.

As a reminder, there are four eligible use categories, ordered below from the broadest and most flexible to the most specific. The <u>Overview of the Final Rule</u> serves as a summary of the major provisions of each category.

• Replace lost public sector revenue, using this funding to provide government services up to the amount of revenue loss due to the pandemic. (pages 9-11 of the

Overview)

- Support the COVID-19 public health and economic response by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector. (pages 12-34 of the Overview)
- Provide premium pay for eligible workers performing essential work, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors. (pages 35-36 of the Overview)
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet. (pages 37-40 of the Overview)

The SLFRF program provides substantial flexibility for each jurisdiction to meet local needs within these eligible use categories. In general, recipients should think about what services they are trying to provide, and for which groups or populations, and assess whether this use of funds would fit within the parameters of the eligible use category as outlined in the Overview and the final rule. Recipients also should be mindful that various forms of assistance have been made available during the pandemic (e.g., Economic Injury Disaster Loans through the U.S. Small Business Administration), and certain restrictions on duplications of benefits may apply.

Revenue loss eligible use category

If a use does not appear to be eligible under the water, sewer, and broadband infrastructure, premium pay, or public health and negative economic impacts eligible use categories, then recipients should consider using funds under the revenue loss eligible use category. The revenue loss eligible use category provides recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue due to the pandemic.

All recipients may elect a "standard allowance" of up to \$10 million to spend on government services through the period of performance (see <u>FAQ #3.1</u>), or elect to calculate their revenue loss under the formula provided in the final rule. Under this eligible use category, government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise (see <u>FAQ #3.2</u>). While recipients can refer to common examples on page 11 of the Overview of the Final Rule and page 4408 of the final rule, these lists are not exhaustive. Every use that is eligible under other eligible use categories is also eligible under revenue loss.

Public health and negative economic impacts eligible use category

To assess the eligibility of a use under the public health and negative economic impacts

eligible use category, recipients may refer initially to the non-exhaustive lists of enumerated uses that respond to pandemic impacts, and the lists of populations presumed to have experienced pandemic impacts and be eligible for responsive services. These lists appear in the Overview and the final rule organized by sub-categories around the types of assistance a recipient may provide. Recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact. Then, recipients should refer to the relevant section for more details on each sub-category of eligible responses.

If a recipient intends to provide enumerated uses of funds to populations presumed eligible, then the use of funds is clearly consistent with the final rule. However, if the intended expenditure does not match an enumerated use serving a presumed eligible population, that does not necessarily mean it is ineligible. Recipients can consider using the broad flexibility available in this eligible use category to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

Premium pay eligible use category

To assess whether a use falls under the premium pay eligible use category, recipients can follow the steps outlined on p. 35-36 of the Overview, and refer to the FAQs in section 5.

Water, sewer, and broadband infrastructure eligible use category

To assess whether a use falls under the water, sewer, and broadband infrastructure category, recipients can consult p. 37-40 of the Overview, and refer to the FAQs in <u>section</u> 6.

Recipients should also note the restrictions on use, which are applicable across all eligible use categories, and summarized on p. 41-42 of the Overview.

When assessing whether a specific use is eligible, recipients are not required to submit planned expenditures for prior approval by Treasury, and Treasury is not pre-approving proposed expenditures or calculations of revenue loss. Recipients should review the final rule and the Overview of the Final Rule, and consult with counsel as needed, to evaluate whether a particular expenditure is an eligible use of funds.

4.2. May recipients use funds to invest in traditional infrastructure projects other than water, sewer, and broadband projects (e.g. roads, bridges)?

As discussed in <u>FAQ #3.2</u>, recipients have broad flexibility to use revenue loss funds to provide government services, which generally include any service traditionally provided by a government. These services may include, but are not limited to, maintenance of

infrastructure or pay-go spending for building of new infrastructure, including roads.

Under the public health and negative economic impacts eligible use category, a general infrastructure project typically would not be considered an eligible response unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. The final rule maintains the restriction on the use of funds for debt service for the reasons described on page 4430 of the final rule and clarifies that this restriction applies to all eligible use categories.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. Are governments required to submit proposed expenditures to Treasury for approval?

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the final rule. For more information on compliance and reporting, please see the SLFRF Compliance and Reporting Guidance.

4.5. Do restrictions on using funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using funds?

The final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). Recipients may use SLFRF funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the final rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

• <u>Public Health/Negative Economic Impacts</u> – Recipients may use SLFRF funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.

- Premium Pay As discussed further in FAQ #5.2, recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be "in addition to" wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021. Employers may not simply reimburse themselves for pay already received by the employee.
- Revenue Loss The final rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue due to the pandemic. If the recipient has elected to calculate lost revenue, the calculation begins with the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- <u>Investments in Water, Sewer, and Broadband</u> Recipients may use SLFRF funds to make necessary investments in water, sewer, and broadband. See <u>FAQ Section</u> <u>6</u>. Recipients may use funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the funds were incurredafter March 3, 2021.

4.6. May recipients use funds to satisfy non-federal matching requirements?

Generally, yes, if using funds available under the revenue loss eligible use category, and no, if using funds under any other eligible use category, except as discussed further below.

Funds available under the revenue loss eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and Children's Health Insurance Programs (CHIP) because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further

details if they seek to utilize SLFRF funds as a match for these projects.

4.7. May recipients pool funds for regional projects?

Yes, provided that the project is itself an eligible use of SLFRF funds for each recipient that is contributing to the pool of funds and that recipients are able to track the use of funds in line with the reporting and compliance requirements of the SLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government or other entity that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another organization or government, recipients would need to comply with the rules on transfers specified in the final rule supplementary information. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county, or an NEU transferring its funds to a County), provided that the transferor can document that the transfer constitutes an eligible expense of the transferor government and that its jurisdiction receives a benefit proportionate to the amount transferred.

4.8. May recipients fund a project with both ARPA funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance?

Generally, yes, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies, including restrictions on use of funds.

The recipient must comply with applicable reporting requirements for all sources of funds supporting the SLFRF projects.

Recipients may source funding for a project in multiple ways, including, but not limited to, the following:

- Using funds available under the revenue loss eligible use category for non-federal match (see FAQ #4.6)
- Pooling funds for a joint project with another SLFRF recipient (see <u>FAQ #4.7</u>)
- Transferring funds to a subrecipient to finance a project that also uses other sources of funding
- Blending or braiding SLFRF funds with other sources of government funding, including debt issuance, to pursue a project

Localities may also transfer their funds to the state through section 603(c)(4) of the Social Security Act, which will decrease the locality's award and increase the state award amounts.

Note that using a recipient blending and braiding funds in conjunction with other sources of funding is distinct from using funds for non-federal match. In the case of non-federal match, the recipient would be using SLFRF funds to satisfy cost-sharing or matching requirements in order to qualify for another source of federal funding, while blending and braiding refers to using multiple sources of funding for complementary purposes.

If the entirety of a project is funded with SLFRF funds, then the entire project must be an eligible use. The use of funds would be subject to the deadline on obligating funds no later than December 31, 2024 and expending funds no later than December 31, 2026. If a project is only partially funded with SLFRF funds, then the portion of the project funded must be an eligible use and the SLFRF funds must also be obligated by December 31, 2024 and expended by December 31, 2026. In either case, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

SLFRF funds may not be used to fund the entirety of a project that is partially, although not entirely, an eligible use under Treasury's final rule. However, SLFRF funds may be used for a smaller component project that does constitute an eligible use, while using other funds for the remaining portions of the larger planned project that does not constitute an eligible use. In this case, the "project" for SLFRF purposes under this program would be only the eligible use component of the larger project. For example, a recipient government may use SLFRF funds to subsidize the production of affordable housing units as a response to the pandemic and its negative economic impacts and use other funds to build other parts of a larger development that contains these affordable units.

4.9. May funds be used to make loans or other extensions of credit ("loans") to support an eligible use?

Yes. SLFRF funds may be used to make loans, provided that the loan supports an activity that is an eligible use of funds, the SLFRF funds used to make the loan are obligated by December 31, 2024 and expended by December 31, 2026, and the cost of the loan is tracked and reported in accordance with the points below. For example, a recipient may, consistent with the requirements of the interim final rule and final rule, use funds to finance the construction of affordable housing, or to finance a necessary investment in water, sewer or broadband.

Funds must be used to cover "costs incurred" by the recipient between March 3, 2021, and December 31, 2024, and funds must be expended by December 31, 2026. Accordingly, recipients must be able to determine the amount of funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
 - o Recipients may use SLFRF funds to fund the principal of the loan and in that

- case must track repayment of principal and interest (i.e., "program income," as defined under 2 CFR 200).
- When the loan is made, recipients must report the principal of the loan as an expense.
- Repayment of principal may be re-used only for eligible uses and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use funds for only the projected cost of the loan.
 - Recipients can project the cost of the loan by estimating the subsidy cost. The subsidy cost is the estimated present value of the cash flows from the recipient (excluding administrative expenses) less the estimated present value of the cash flows to the recipient resulting from a loan, discounted at the recipient's cost of funding and discounted to the time when the loan is disbursed. The cash flows are the contractual cash flows adjusted for expected deviations from the contract terms (delinquencies, defaults, prepayments, and other factors). A recipient's cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient.
 - Alternatively, recipients may treat the cost of the loan as equal to the expected credit losses over the life of the loan based on the Current Expected Credit Loss (CECL) standard. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the period of performance.
 - O Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.
 - Additionally, recipients may use funds for eligible administrative expenses incurred in the period of performance, which include the reasonable administrative expenses associated with a loan made in whole, or in part, with funds. See section IV.E of the final rule.
- <u>Contributions to Revolving Loan Funds</u>. A recipient may contribute funds to a revolving loan fund if the loaned SLFRF funds are restricted to financing eligible

uses under the public health emergency/negative economic impacts, premium pay, and necessary water, sewer and broadband categories (or under the government services category if the contribution to the revolving fund is made using revenue loss funds). The funds contributed using SLFRF funds must be limited to the projected cost of loans made over the life of the revolving loan fund, following the approach described above for loans with maturities longer than December 31, 2026.

- Loans funded with SLFRF funds under the revenue loss eligible use category. Notwithstanding the above, if a recipient uses revenue loss funds to fund a loan, whether or not the maturity of the loan is after December 31, 2026, the loaned funds may be considered to be expended at the point of disbursement to the borrower, and repayments on such loans are not subject to program income rules. Similarly, any contribution of revenue loss funds to a revolving loan fund may also follow the approach of loans funded under the revenue loss eligible use category.
- Loans to fund investments in affordable housing projects. Notwithstanding the above requirements for loans with maturities beyond December 31, 2026, Treasury has determined that SLFRF funds may be used to finance certain loans that finance affordable housing investments, as it is typical for state and local governments to finance such investments through loans and because the features of these loans significantly mitigate concerns about funds being deployed for purposes of recycling funds, potentially for ineligible uses, following the SLFRF program's expenditure deadline. Specifically, under the "public health and negative economic impacts" eligible use category, recipients may use SLFRF funds to make loans to finance affordable housing projects, funding the full principal amount of the loan, if the loan and project meet the following requirements:
 - o The loan has a term of not less than 20 years;
 - The affordable housing project being financed has an affordability period of not less than 20 years after the project or assisted units are available for occupancy after having received the SLFRF investment; and
 - For loans to finance projects expected to be eligible for the low-income housing credit (LIHTC) under section 42 of the Internal Revenue Code of 1986 (the Code),
 - the project owner must agree, as a condition for accepting such a loan, to waive any right to request a qualified contract (as defined in section 42(h)(6)(F) of the Code); and
 - the project owner must agree to repay any loaned funds to the entity that originated the loan at the time the project becomes non-compliant, including if such project ceases to satisfy the requirements to be a qualified low-income housing project (as defined in section 42(g) of the Code) or a qualified residential rental project (as defined in section 142(d) of the Code), or if such project fails to comply with any of the requirements of the extended low-income housing commitment that

are described in section 42(h)(6)(B)(i)-(iv) of the Code.

Loans that fund investments in affordable housing projects under the public health and negative economic impacts eligible use category and meet the above criteria may be considered to be expended at the point of disbursement to the borrower, and repayments on such loans are not subject to program income rules. Loan modifications are permitted if the modifications do not result in repayment of all or substantially all funds to the lender prior to the end of the affordability period. To reduce administrative complexity, the start date of the 20-year affordability covenant may conform to the start date of other covenants on the same project or units that are required by another source of federal or state funding associated with the project or units.

4.10. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP?

Yes. Eligible uses to address negative economic impacts include "assistance accessing or applying for public benefits or services." This can include benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic." Of note, per the final rule, allowable uses of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building.

4.11 How does the end of the COVID-19 National Emergency, declared by the President in 2020, have an impact on the SLFRF program?

On March 29, 2023, Congress voted to terminate the National Emergency concerning COVID-19 that President Trump had declared in 2020 pursuant to the National Emergencies Act. This termination is effective as of April 10, 2023. The SLFRF final rule defines "COVID-19 public health emergency" by including reference to this National Emergency declaration, providing that the COVID-19 public health emergency is the "period beginning on January 27, 2020 and lasting until the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 et seq.)."⁵

Following the termination of the National Emergency, recipients generally will be able to continue to make investments using their SLFRF funds without changes, with the exception of projects in the premium pay eligible use category, as discussed below. Specifically:

• *Premium Pay*: The SLFRF statute and final rule provide that recipients can use SLFRF funds to provide premium pay to eligible workers performing essential work <u>during</u> the COVID-19 public health emergency, as defined in the final rule as the period ending when the COVID-19 National Emergency ends (i.e., until termination of the National Emergency described above). Accordingly, recipients

⁵ 31 CFR 35.3.

may not use SLFRF funds to provide premium pay to essential workers for work conducted <u>after</u> the end of the National Emergency, which ended on April 10, 2023. Recipients may continue to use SLFRF funds to provide premium pay to essential workers for work conducted before the termination of the National Emergency. Recipients also may continue to use SLFRF funds to support workers through the public health and negative economic impacts eligible use category, discussed below.

- Public Health and Negative Economic Impacts: SLFRF recipients may continue to use funds to respond to the public health impacts or negative economic impacts of the COVID-19 pandemic. This eligible use does not require recipients' responses to be provided during the National Emergency. Under this eligible use category, recipients may continue to use SLFRF funds to support and expand the workforce, including by helping impacted workers enter in-demand careers, such as in health care and child care. Recipients may also use SLFRF funds to build public sector capacity, including hiring public sector workers and providing retention incentives.
- Revenue Loss: The end of the National Emergency does not impact how recipients calculate revenue loss according to the formula articulated in the final rule. The end of the National Emergency also does not have an impact on how recipients claim up to \$10 million in revenue loss under the standard allowance.
- *Water/Sewer/Broadband*: The end of the National Emergency does not have an impact on how recipients may use SLFRF funds under the water, sewer, and broadband infrastructure eligible use category.

In addition, the Biden-Harris Administration has stated that it intends to end the COVID-19 Public Health Emergency declared by the Secretary of the Department of Health and Human Services (HHS) pursuant to the Public Health Service Act (42 U.S.C. 247d) on May 11, 2023. The end of this HHS COVID-19 Public Health Emergency declaration by the HHS Secretary will not have an impact on recipients' ability to spend funds under the SLFRF program.

5. Eligible Uses – Premium Pay

5.1. What criteria should recipients use in identifying workers to receive premium pay?

SLFRF may be used to provide premium pay to eligible workers performing essential work during the pandemic or to provide grants to eligible employers that have eligible workers who perform essential work. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Premium pay must be responsive to eligible workers performing essential work during the pandemic, and like the interim final rule, the final rule emphasizes the need for recipients to prioritize premium pay for lower-income workers. Premium pay that would go to a

worker whose total pay is above 150% of the greater of the state or county average annual wage for all occupations (with or without the premium) requires specific justification for how it responds to the needs of these workers unless that worker is not exempt from the Fair Labor Standards Act overtime provisions.

For a detailed description of what constitutes an eligible worker and essential work as well other premium pay requirements, please see pages 35-36 of the <u>Overview of the Final Rule.</u>

5.2. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic. SLFRF funds may not be used to reimburse a recipient or eligible employer grantee for premium pay or hazard pay already received by the employee. To make retroactive premium payments funded with SLFRF funds, a recipient or eligible employer grantee must make a new cash outlay for the premium payments and the payments must be in addition to any wages or remuneration the eligible worker already received.

5.3. Can SLFRF be used to pay for benefits and taxes associated with premium pay wages?

Premium pay is taxable as wage income, and therefore, employers are encouraged to treat the premium pay earned by the employee just as they would other wage income and withhold from the additional pay any required taxes. For further guidance, please see the FAQ published by the IRS on SLFRF.

5.4. Does non-base compensation, such as overtime, count toward the 150% pay threshold? Is the 150% threshold calculated based off of income only from the awarding employer or from an employee's total yearly compensation?

Yes, non-base compensation, including overtime and bonuses, counts toward the 150% pay threshold; however, the 150% pay threshold does *not* take into account other sources of income earned by an employee (e.g., income from a second job). For an hourly employee, or an employee that does not have a year's worth of earnings, an employer should extrapolate the hourly wage at an annual rate by multiplying the hourly rate by forty hours per week and then by fifty-two weeks per year.

6. Eligible Uses – Water, Sewer, and Broadband Infrastructure

6.1. What types of water and sewer projects are eligible uses of funds?

Eligible water and sewer projects are outlined on pages 37-38 of the <u>Overview of the Final Rule</u>. Under the interim final rule, SLFRF funds could be used to fund projects that would be eligible under EPA's Clean Water State Revolving Fund or Drinking Water State

Revolving Fund. With broadened eligibility under the final rule, SLFRF funds may also be used to fund additional types of projects — such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be "necessary" according to the definition provided in the final rule and outlined on page 38 of the Overview.

6.2. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Per <u>FAQ #4.6</u>, SLFRF funds available for the provision of government services, up to the amount of the recipient's reduction in revenue due to the public health emergency (the revenue loss eligible use category), may be used to meet the non-federal cost-share or matching requirements of other federal programs, including the CWSRF and DWSRF programs administered by the EPA. Per <u>FAQ #4.9</u>, loans funded under the revenue loss eligible use category may be deemed expended at the point of disbursement. Thus, recipients using SLFRF funds available under revenue loss for non-federal matching requirements for the DWSRF or CWSRF may consider funds expended at the point the recipient makes the deposit into the State Revolving Funds. Recipients using SLFRF funds available under revenue loss should log projects under expenditure category 6.2.

As further noted in FAQ #4.6, SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. Recipients using funds under the eligible use category for water and sewer infrastructure may not use funds as a state match for the CWSRF and DWSRF.

6.3. Does the National Environmental Policy Act (NEPA) apply to projects funded with SLFRF funds?

NEPA does not apply to Treasury's administration of the funds, including funds expended under the revenue loss, public health and negative economic impacts, and water, sewer, and broadband infrastructure eligible use categories. Projects supported with payments from the funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs or have certain federal licensing or registration requirements.

6.4. What types of broadband projects are eligible uses of funds?

Recipients are required to design projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds where practicable. More details on eligible broadband projects, including eligible areas for investment and the affordability requirement, are outlined on pages 39-40 of the <u>Overview of the Final Rule</u>.

6.5. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. In the final rule, Treasury maintained the enumerated eligible use for assistance to households for internet access and digital literacy programs. Recipients may use funds to provide assistance to households facing negative economic impacts due to the pandemic, including digital literacy training and other programs that promote access to the Internet.

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software. Under the final rule, recipients may also invest in general cybersecurity upgrades, unrelated to broadband infrastructure, under the revenue loss eligible use category.

6.6. Do I need pre-approval for my water, sewer, or broadband project?

See <u>FAQ #4.4</u>. Generally, recipients are not required to submit planned expenditures for prior approval by Treasury and recipients are subject to the requirements and guidelines for eligible uses contained in the final rule.

While recipients must ensure that water and sewer infrastructure projects pursued are eligible under the final rule, recipients are not required to obtain project pre-approval from Treasury or any other federal agency when using SLFRF funds for necessary water and sewer infrastructure projects unless otherwise required by federal law. For projects that are being pursued under the eligibility categories provided through the DWSRF or CWSRF programs, project eligibilities are based on federal project categories and definitions for the programs and not on each state's eligibility or definitions. While reference in the final rule to the DWSRF, CWSRF, or other federal water programs is provided to assist recipients in understanding the types of water and sewer infrastructure projects eligible to be funded with SLFRF, recipients do not need to apply for funding from the applicable state programs or through any federal water program. Similarly, besides eligible project categories, the final rule does not incorporate other program requirements or guidance that attach to the DWSRF, CWSRF, or other federal water programs. However, as noted above, recipients should be aware of other federal or state laws or regulations that may apply to construction projects or water and sewer projects, independent of SLFRF funding conditions, and that may require preapproval from another federal or state agency.

6.7. For broadband infrastructure investments, what are eligible areas of investment?

Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service, but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. For more details, see page 39 of the Overview of the Final Rule.

6.8. May recipients use payments from the SLFRF for "middle mile" broadband projects?

Yes. Under the final rule, recipients may use payments from the SLFRF for "middle-mile projects," but Treasury encourages recipients to focus on projects that will achieve last-

mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

6.9. For broadband infrastructure investments, what does the requirement to "reliably" meet or exceed a broadband speed threshold mean?

See page 39 of the Overview of the Final Rule, as well as pages 4419-4420 of the final rule.

6.10. May recipients use funds for pre-project development for eligible water, sewer, and broadband projects?

Yes. To determine whether funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (DWSRF and CWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF allows for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF allows for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated by recipients within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

6.11. May funds be used to support energy or electrification infrastructure that would be used to power new water treatmentplants and wastewater systems?

The EPA's Overview of Clean Water State Revolving Fund Eligibilities describes eligible energy-related projects. This includes a "[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works." Thus, SLFRF funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant

is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of funds.

6.12. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project?

Pages 37-38 of the <u>Overview of the Final Rule</u> describe the overall approach that recipients must take to evaluate the eligibility of water or sewer projects. With broadened eligibility under the final rule, a wide range of culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure are eligible projects, as outlined further in the final rule.

6.13. May recipients use funds for road repairs and upgrades that occur in connection with an eligible water or sewer project?

Yes, recipients may use SLFRF funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use funds to repair or repave a road following eligible sewer repair work beneath it. However, use of funds for general infrastructure projects is subject to the limitations described in <u>FAQ #8.1</u>. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by SLFRF funds.

6.14. May funds be used to build or upgrade broadband connections to schools or libraries?

As outlined in the final rule, recipients may use SLFRF funds to invest in broadband infrastructure that, where practicable, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses with an identified need for additional broadband investment. "Businesses" in this context refers broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

6.15. Are eligible water, sewer, and broadband infrastructure projects, eligible capital expenditures under the public health and negative economic impacts eligible use category, and eligible projects under the revenue loss eligible use category subject to the Davis-Bacon Act?

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the SLFRF program, except for SLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies

to the District of Columbia when it uses federal funds (SLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects. Please refer to FAQ #4.8 concerning projects funded with both SLFRF funds and other sources of funding.

Treasury has indicated in its final rule that it is important that capital expenditure projects and necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality results, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that capital expenditure projects and water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as "baby Davis-Bacon Acts") and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance for more detailed information on the reporting requirement.

6.16. What is the difference between using funds for eligible water and sewer projects and using funds under revenue loss for non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

As noted in <u>FAQ #6.1</u> and the Overview of the Final Rule, eligible projects that a recipient may fund under the water and sewer infrastructure eligible use category of SLFRF include eligible projects under EPA's CWSRF and EPA's DWSRF. Recipients may also fund certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units. Per <u>FAQ #6.6</u>, recipients spending SLFRF funds under the water and sewer eligible use category are not required to obtain project pre-approval from Treasury or any other federal agency unless otherwise required by federal law.

Projects that recipients undertake with SLFRF funds under the water and sewer eligible use category are separate and distinct from projects that a recipient manages through their CWSRF and DWSRF. As noted in <u>FAQ #4.6</u> and <u>FAQ #6.2</u>, recipients may use funds

under the revenue loss eligible use category for non-federal matching requirements, including for EPA's Clean Water State Revolving Fund and EPA's Drinking Water State Revolving Fund. By contrast, funds spent under the water and sewer infrastructure eligible use category may not be used to meet non-federal matching requirements.

6.17. Can SLFRF funds be used to pay for the replacement or placement of utility poles under the water, sewer, and broadband infrastructure eligible use category?

Under the water, sewer, and broadband infrastructure eligible use category, the replacement or placement of utility poles is eligible when it is directly related to or part of an eligible SLFRF infrastructure project, such as an eligible SLFRF broadband infrastructure project that is consistent with Treasury's final rule. The use of SLFRF funds to fund a project for which the only purpose is to pay for the replacement or placement of utility poles is not an eligible use under the water, sewer, broadband infrastructure eligible use category.

6.18. Do the Buy America Preference requirements for infrastructure projects apply to awards made under the SLFRF program?

Awards made under the SLFRF program are not subject to the Buy America Preference requirements set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act, Pub. L. 117-58.

6.19. Do the Buy America Preference requirements for infrastructure projects apply to SLFRF-funded projects if they are supplemented with funding from other federal financial assistance programs?

Infrastructure projects funded solely with SLFRF award funds are not subject to the Buy America Preference requirements set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act, Pub. L. 117-58. SLFRF recipients may be otherwise subject to the Buy America Preference requirements when SLFRF award funds are used on an infrastructure project in conjunction with funds from other federal programs that require compliance with the Buy America Preference requirements. Recipients are advised to consult with the other federal agencies administering federal financial assistance that is being blended or braided with SLFRF funds regarding the applicability of the Buy America Preference requirements.

6.20. Does Section 106 of the National Historic Preservation Act (NHPA) apply to projects funded with SLFRF funds?

Section 106 of the NHPA does not apply to Treasury's administration of SLFRF funds, including funds expended under the revenue loss, public health and negative economic impacts, and water, sewer, and broadband infrastructure eligible use categories. Projects supported with payments from the funds may still be subject to Section 106 of the NHPA if they involve participation from other federal agencies, including funding from other federal financial assistance programs, or are subject to receipt of approvals from other

federal agencies.

7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this <u>FAQ</u> supplement.

8. Ineligible Uses

8.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds and similar reserve funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

8.2. What is meant by a pension "deposit"? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

In the context of the restriction on deposits into pension funds, "deposit" means an extraordinary payment of an accrued, unfunded liability. The term deposit does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs.

In general, if an employee's wages and salaries are an eligible use of SLFRF funds, recipients may treat the employee's covered benefits as an eligible use of funds.

8.3. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)?

OPEB refers to benefits other than pensions (see, e.g., <u>Governmental Accounting Standards Board</u>, "<u>Other Post-Employment Benefits</u>"). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2) of the Social Security Act, which refer only to deposits to pensions funds, do not prohibit SLFRF recipients from funding OPEB. Recipients may use funds for eligible uses, and a recipient seeking to use SLFRF funds

for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

9. Reporting

Recipients should consult the Recipient Compliance and Reporting Responsibilities <u>page</u> on <u>Treasury's website</u> to access the latest Compliance and Reporting Guidance. Recipients should consult this guidance for additional detail and clarification on recipients' compliance and reporting responsibilities. User guides, which also contain FAQs pertaining to reporting, are provided for additional information.

10. Miscellaneous

10.1. Are recipients required to remit interest earned on SLFRF payments made by Treasury?

No. SLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 to remit interest to Treasury. SLFRF payments made by Treasury to local governments and Tribes are not subject to the requirements of 2 CFR 200.305(b)(8) and(9) to maintain SLFRF award funds in an interest-bearing account and remit interest earned above \$500 on such payments to Treasury. Moreover, interest earned on SLFRF award funds is not subject to program restrictions. Finally, states may retain interest on payments made by Treasury to the state for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the state adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, states and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.2. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds?

Yes. Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

11. Operations

11.1. How do I know if my entity is eligible?

The American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the SLFRF program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

11.2. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the <u>Treasury Submission Portal</u>. Please visit the <u>Coronavirus State and Local Fiscal Recovery Fund website</u> for more information on the submission process.

11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

11.4. What do I need to do to receive my payment?

All eligible payees are required to have a Unique Entity ID (UEI) as part of registration in addition to maintaining an active registration in the System for Award Management (SAM) (https://www.sam.gov).

Eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the SLFRF website.

11.5. Why is Treasury employing ID.me for the Treasury Submission Portal?

ID.me is only required for submitting applications for funding in the Treasury Portal. ID.me is not required for users accessing the Treasury portal to complete reporting.

ID.me provides secure digital identity verification to those government agencies and healthcare providers to validate the individual entity – and block fraudulent attempts to access online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is

https://help.id.me.

11.6. Why is an entity not on the list of eligible entities in the Treasury Submission Portal?

The ARPA lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRF@treasury.gov.

11.7. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

11.8. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into the Treasury Submission Portal.

11.9. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission within the <u>Treasury Submission Portal</u>. If your Authorized Representative has signed the award terms, please email <u>SLFRF@treasury.gov</u> to request assistance with updating your information.

11.10. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the <u>Coronavirus State</u> and <u>Local Fiscal Recovery Fund website</u>.

If you still have questions regarding your submission, please email

SLFRF@treasury.gov.

11.11. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the <u>Treasury Submission Portal</u>. The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

11.12. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

For more information on how to provide Treasury with notice of transfer to a state, please email <u>SLRedirectFunds@treasury.gov</u>.

12. Tribal Governments

12.1. Do Treasury's pandemic recovery program awards terms and conditions impose civil rights laws on Tribes?

The award terms and conditions for Treasury's pandemic recovery programs, including SLFRF, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law. Treasury has amended its reporting requirements with respect to the SLFRF, Treasury's Emergency Rental Assistance Program, and Homeowner Assistance Fund to reflect this clarification.

12.2. How does a Tribal government determine its allocation?

Tribal governments received information about their allocation when their submission to the Treasury Submission Portal was confirmed to be complete and accurate.

13. Uniform Guidance

13.1. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance

that do not apply to this program. The Assistance Listing will be available at https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view.

For information related to Single Audit requirements specifically, please refer to the Compliance Supplement materials released by the Office of Management and Budget.

13.2. Do federal procurement requirements apply to SLFRF?

Yes. The procurement standards for federal financial assistance are located in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200.317 through 2 CFR 200.327 and apply to procurements using SLFRF funds. Pursuant to 2 CFR 200.317, recipients that are non-state entities, such as, metropolitan cities, counties, non-entitlement units of local government, and Tribes must comply with the procurement standards set forth in 2 CFR 200.318, through 2 CFR 200.327, when using their SLFRF award funds to procure goods and services to carry out the objectives of their SLFRF award. States, the District of Columbia, and U.S. Territories must follow their own procurement policies pursuant to 2 CFR 200.317, as well as comply with the procurement standards set forth at 2 CFR 200.321 through 2 CFR 200.323, and 2 CFR 200.327 when using their SLFRF award funds to procure goods and services to carry out the objectives of their SLFRF award. See also SLFRF Award Terms and Conditions.

Recipients are prohibited from using SLFRF funds to enter into subawards and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs. *See* 2 CFR 200.214.

Moreover, a contract made under emergency circumstances under the Coronavirus Relief Fund (CRF) cannot automatically be transferred over to SLFRF. These programs are subject to different treatment under the Uniform Guidance. Under the CRF program, recipients are permitted to use their own procurement policies to acquire goods and services to implement the objectives of the CRF award. Under the SLFRF program, recipients are required to follow the procurement standards set out in 2 CFR Part 200 (Uniform Guidance) pursuant to the SLFRF Award Terms and Conditions executed by the recipients in connection with their SLFRF awards.

13.3. What is the threshold for competitive bidding for my government?

As stated above, recipients are required to comply with the procurement standards set forth in 2 CFR 200.317 through 2 CFR 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Pursuant to 2 CFR 200.317, States, the District of Columbia, and U.S. Territories should refer to the competitive bidding thresholds described in their own procurement policies and procedures. Other non-federal entities, such as metropolitan cities, counties, non-entitlement units of local government, and Tribes must adhere to the competitive bidding thresholds set forth in 2 CFR 200.320 for the relevant procurement methods.

<u>2 CFR 200.320 describes methods of procurement based</u> on two procurement thresholds.

There are two thresholds that recipients should keep in mind related to procurement requirements: the Micro purchase threshold (MPT) and the Simplified Acquisition Threshold (SAT).

Micro-purchase threshold (MPT) - 2 CFR 200.320(a)(1): Purchase of supplies and services for a price below the MPT, currently set at \$10,000, are not required to be solicited competitively. However, there are circumstances when a recipient may have a MPT that is greater than \$10,000. For example, all non-Federal entities may increase their MPT up to \$50,000 if they follow the protocols described in 200.320(a)(1)(iv). Additionally, non-federal entities such as metropolitan cities, counties, non-entitlement units of local government, and Tribes may use their own MPT if they follow the protocols described in 200.320(a)(1)(iv).

Simplified Acquisition Threshold (SAT) - 2 CFR 200.320(a)(2): Purchases of property and services at a price above the recipient's MPT and below the SAT, currently set at \$250,000, may be made following the small purchase procedures described in the definition of SAT in 2 CFR 200.1 and 2 CFR 200.320(a)(2). Procurement of property and services at a price above the SAT must follow the formal procurement methods outlined in 2 CFR 200.320(b).

13.4. Can a recipient prequalify firms for projects funded with SLFRF?

The Uniform Guidance permits recipients to use prequalified lists of persons, firms, or products so long as a list is current and includes enough qualified sources to ensure maximum open and free competition. The Uniform Guidance does not specifically define the term "current" for purposes of 2 CFR 200.319(e), and Treasury has not adopted additional guidance regarding this requirement as it applies to the SLFRF. As such, recipients must determine when a prequalified list would be sufficiently current, and a recipient must not preclude potential bidders from qualifying during the solicitation period. See 2 CFR 200.319(e). Furthermore, recipients may not utilize this provision to evade conducting their procurement transactions in a manner that provides for full and open competition.

Recipients should be mindful that other provisions of the Uniform Guidance inform the procurement requirements. For example, metropolitan cities, counties, non-entitlement units of local government, and Tribes must have and use documented procurement procedures, consistent with binding State, local, and Tribal laws and regulations. See 2 CFR 200.318(a).

13.5. Where can one find the most current information on assuring minority-owned businesses are included in the awards process?

The most up-to-date information on assuring that minority-owned businesses are included in the procurement process is located in <u>2 CFR 200.321</u>, Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

13.6. Is there certain language that needs to be included in a bidding package?

Treasury does not require that there be specific language included in bidding packages, but SLFRF recipients must ensure all contracts made with SLFRF award funds contain the applicable contract provisions listed in 2 CFR Part 200, Appendix II.

13.7. Are recipients allowed to leverage existing contracts?

Recipients may leverage existing contracts for SLFRF activities if the existing contracts conform to the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 (Uniform Guidance). States, the District of Columbia, and U.S. Territories must follow their own procurement policies pursuant to 2 CFR 200.317 as well as comply with the procurement standards set forth at 2 CFR 200.321 through 2 CFR 200.323, and 2 CFR 200.327. All other recipients must follow 2 CFR 200.318, *General procurement standards*, through 200.327, *Contract provisions*.

13.8. Would an interlocal agreement—an agreement entered into between governments to effectuate an eligible use of the funds—or a cooperative purchase agreement need to be bid out?

States, the District of Columbia, and U.S. Territories must follow their own procurement policies pursuant to 2 CFR 200.317 as well as comply with the procurement standards set forth at 2 CFR 200.321 through 2 CFR 200.323, and 2 CFR 200.327. All other recipients must follow 2 CFR 200.318, *General procurement standards*, through 200.327, *Contract provisions*.

Recipients should consult the applicable procurement standards or policies to determine whether a cooperative purchase agreement must be bid out. Information on when competition is required and when exceptions to competition are permitted are located in 2 CFR 200.319, *Competition*, and 2 CFR 200.320, *Methods of procurement to be followed*.

It is permissible for recipients to use interlocal agreements but procurement standards set forth in the Uniform Guidance may still apply.

13.9. How is a "contract" different than a "subaward?

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 (Uniform Guidance) provides definitions for "contract" and "subaward." A *contract* is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A *subaward* is distinct from a contract in that a subaward is an award provided by a recipient of a federal award to a subrecipient to carry out part of a federal award on behalf of the recipient. Recipients may make subawards through any form of legal agreement, including an agreement that the recipient considers a contract. See 2 CFR 200.331 for more information on the differences between contracts and subawards.

13.10. What other background laws must recipients comply with?

SLFRF recipients must comply with all laws outlined in the SLFRF Award Terms and Conditions that the recipients accepted in connection with their SLFRF award and all other applicable executive orders, federal statutes, and regulations in carrying out their SLFRF award. Recipients must also provide for such compliance by other parties in any agreements it enters into with other parties relating to the award. The award terms listed specific statutes and regulations that apply to the award, but the award terms made clear that these lists were not exclusive. Particularly in the case of the SLFRF, it's not possible to enumerate the full list of federal statutes, regulations and executive orders that may be applicable to the award given that the range of eligible uses of funds is so broad, including the provision of government services.

13.11. How does Treasury treat program income?

Per 2 CFR 200.307, Treasury is specifying here that recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award.

Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds **is not** program income. For more information on what constitutes "Program Income" please see 2 CFR 200.1.

13.12. Does COVID-19 and the national emergency qualify as "exigency" as a special circumstance under 2 CRF 200.320 (c) in which a noncompetitive procurement can be used? If so, may a contract utilizing this special circumstance have a term that extends beyond the national emergency? For example, may the County execute a contract (without going through a competitive solicitation) immediately with a contractor to provide services with a term through the end of 2024, relying upon this special circumstance?

The COVID-19 public health emergency does not itself qualify as a "public exigency or emergency" under 2 CFR 200.320 (c). In other words, a recipient may not justify a noncompetitive procurement simply on the basis that the procurement is conducted during the public health emergency or that the project is in response to the public health emergency.

Instead, the recipient must make its own assessment as to whether in the case of a particular project there is a public exigency or emergency that "will not permit a delay resulting from publicizing a competitive solicitation."

13.13. What compliance and reporting requirements apply to subrecipients and

beneficiaries?

As detailed in Treasury's Compliance and Reporting Guidance (pg. 11), subrecipients are required to comply with all of the restrictions applicable to recipients, including audit requirements under the Single Audit Act, whereas beneficiaries are not subject to these requirements. The distinction between subrecipients and beneficiaries is addressed in the supplemental information to Treasury's final rule. For example, when recipients of SLFRF funds provide award funds to individuals or entities as a result of experiencing a public health or negative economic impact of the pandemic, those receiving such funding are beneficiaries of the funds. In contrast, when recipients provide award funds to an entity to carry out a program in response to the public health emergency or its negative economic impacts, the entities receiving such funding are subrecipients.

Treasury requires recipients to report detailed information in the Treasury reporting portal as part of the Project and Expenditure Report regarding subrecipients that receive subawards of \$50,000 or more and certain beneficiaries that receive direct payments of \$50,000 or more in SLFRF funds. Requirements for this reporting can be found in the Compliance and Reporting Guidance (pg. 21).

Recipients are not required to separately identify payments to specific individuals receiving funds as beneficiaries in the Project and Expenditure Report. Those funds must be reported in the aggregate as part of the "Payments to Individuals" section.

As in the case of reporting under the Coronavirus Relief Fund, information on both beneficiaries and subrecipients will be collected in a single form in the Project and Expenditure Report.

13.14. Do recipients need to report subrecipient information for the revenue loss eligible use category?

No. Treasury is not collecting subaward data for projects categorized under Expenditure Category Group 6 "Revenue Replacement." Treasury has determined that there are no subawards under this eligible use category. The definition of subrecipient in the Uniform Guidance provides that a subaward is provided for the purpose of "carrying out" a portion of a federal award. Recipients' use of revenue loss funds does not give rise to subrecipient relationships given that there is no federal program or purpose to carry out in the case of the revenue loss portion of the award.

13.15. Which requirements of the Uniform Guidance apply to revenue loss funds?

Under the statute and the final rule, recipients may use SLFRF funds for the provision of government services up to the amount of their revenue loss due to the pandemic. Under the final rule, recipients may either calculate their revenue loss amount using a formula provided in the rule or elect up to a \$10 million "standard allowance" of revenue loss over

⁶ Coronavirus State and Local Fiscal Recovery Funds, 87 FR 4338, 4394.

the life of the program. Recipients have considerable flexibility to use SLFRF revenue loss funds on activities to address the diverse needs of their communities, as discussed in FAQ 3.2, but may not use the funds for the following ineligible uses:

- Offset a reduction in net tax revenue (applicable to states and territories)
- Make a deposit into a pension fund (applicable to all recipients except Tribes)
- Service debt or replenish financial reserves (e.g., "rainy day funds") (applicable to all recipients)
- Satisfy settlements and judgments (applicable to all recipients)
- Fund programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 (applicable to all recipients)

In-depth descriptions of the ineligible uses can be found in the "Restrictions on Use" section of the <u>Coronavirus State and Local Fiscal Recovery Funds</u>: <u>Overview of the Final Rule</u>.

The SLFRF award terms and conditions provide that the requirements of the Uniform Guidance, 2 C.F.R. Part 200, apply to SLFRF awards other than such provisions as Treasury may determine are inapplicable to the award and subject to such exceptions as may be otherwise provided. The 2022 Compliance Supplement also provided that the requirements of 2 C.F.R. Part 200 are applicable unless stated otherwise. As such, recipients are required to follow Subparts A, B, C, and F of the Uniform Guidance for expenses categorized under Expenditure Category 6 "Revenue Replacement." However, given the purpose and very broad scope of eligible uses of the revenue replacement funds, only a subset of the requirements in Subparts D and E of the Uniform Guidance apply to recipients' use of such funds. The applicable requirements are listed below. In general, these requirements provide that recipients should not deviate from their established practices and policies regarding the incurrence of costs, and that they should expend and account for the funds in accordance with laws and procedures for expending and accounting for the recipient's own funds. Recipients' use of revenue replacement funds remains subject to the other applicable requirements of the SLFRF program. including among other things the deadlines for obligations and expenditures and the application of federal antidiscrimination requirements.

<u>Uniform Guidance Subpart D and E Requirements Applicable to Revenue Loss Funds</u>
Used for the Provision of Government Services

Subpart D Post Federal Award Requirements

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.

⁷ Cf. 2 CFR 200.302(a), 2 CFR 200.404(e).

- Record Retention and Access (2 C.F.R. 200.334 200.338)
 - o 200.334 Retention requirements for records.
 - o 200.335 Requests for transfer of records.
 - o 200.336 Methods for collection, transmission, and storage of information.
 - o 200.337 Access to records.
 - o 200.338 Restrictions on public access to records.
- Remedies for Noncompliance (2 C.F.R. 200.339 200.343)

Note: These sections will apply to Treasury's administration of the funds. Because the revenue loss eligible use category does not give rise to subawards, as discussed in FAQ 13.14, recipients will not be in a position to apply these provisions with respect to subrecipient relationships.

- o 200.339 Remedies for noncompliance.
- o 200.340 Termination.
- o 200.341 Notification of termination requirement.
- o 200.342 Opportunities to object, hearings, and appeals.
- o 200.343 Effects of suspension and termination.
- 200.344 Closeout.

Note: This section will apply to Treasury's administration of the funds. Because the revenue loss eligible use category does not give rise to subawards, as discussed in FAQ 13.14, recipients will not be in a position to apply this provision with respect to subrecipient relationships.

- 200.345 Post-closeout adjustments and continuing responsibilities. Note: This section will apply to Treasury's administration of the funds. Because the revenue loss eligible use category does not give rise to subawards, as discussed in FAQ 13.14, recipients will not be in a position to apply this provision with respect to subrecipient relationships.
- 200.346 Collection of amounts due.

The program income requirements of 2 CFR 200.307 do not apply under revenue loss eligible use category. As such, recipients may maintain program income, which will not be considered an addition to the federal award.

Consistent with the Uniform Guidance, if SLFRF is to be used to cover a cost incurred by a recipient, the cost must be one that is allowable. In determining whether a cost is allowable for purposes of funds used under the revenue loss eligible use category, only the following factors and requirements apply:

<u>Subpart E – Cost Principles</u>

- 200.400(a) (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

13.16. What are the use and disposition requirements for assets purchased with SLFRF funds?

SLFRF funds may be used to acquire real and personal property, supplies, and equipment.

For example, a recipient may use SLFRF funds to, among other things, construct or renovate affordable housing, childcare facilities, schools, and hospitals under the eligible use category for responding to the public health emergency or its negative economic impacts pursuant to Treasury's implementing Final Rule, 31 CFR 35.6(b), and to make investments in water, sewer, and broadband infrastructure pursuant to Final Rule, 31 CFR 35.6(e).

Except for property, supplies, or equipment acquired using revenue loss funds, recipients must follow the applicable provisions of the Uniform Guidance regarding property standards (2 CFR 200.310-316), subject to the requirements set out in this FAQ.

During the period of performance, a recipient may use property, supplies, or equipment purchased or improved with SLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to Treasury as of the final reporting period, as set forth in the table below.

Category	Use Requirements
Public Health and	Property, supplies, or equipment last reported as being used to
Assistance to	respond to the public health impacts of the public health
Households and	emergency, as outlined in 31 CFR 35.6(b)(3)(i), or being used for
Individuals	the provision of services to households provided in 31 CFR
	35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds
	provided in these subparagraphs of the Final Rule.
Assistance to Small	Property, supplies, or equipment last reported as being used for the
Businesses,	provision of services to small businesses, nonprofits, and impacted
Nonprofits, and	industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized
Impacted Industries	to fulfill any eligible use of funds outlined in the public health and
	negative economic impacts eligible use category.
Water, Sewer, or	Property, supplies, or equipment last reported as being used to
Broadband	make investments in water, sewer, or broadband infrastructure
Infrastructure	pursuant to 31 CFR 35.6(e) are authorized to fulfill any eligible use
	of funds outlined in the water, sewer, and broadband infrastructure
	eligible use category.
Government	Property, supplies, or equipment acquired with revenue loss funds
Services/Revenue	are exempt from the use and disposition requirements of the
Loss	Uniform Guidance, regardless of award size.
Premium Pay	N/A

If an asset's use shifts within the parameters of the eligible purpose according to this table

after the period of performance, no repayment would be required. For example, converting a hospital to a behavioral health facility would qualify as being used for the eligible purpose because both expenditures respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), so reimbursement to Treasury would be unnecessary.

If an asset's use shifts outside the parameters of the eligible purpose according to this table after the period of performance, then the recipient or subrecipient must follow the disposition procedures in the Uniform Guidance. *See* 2 CFR 200.311, 200.313, 200.314, and 200.315.

Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Recipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

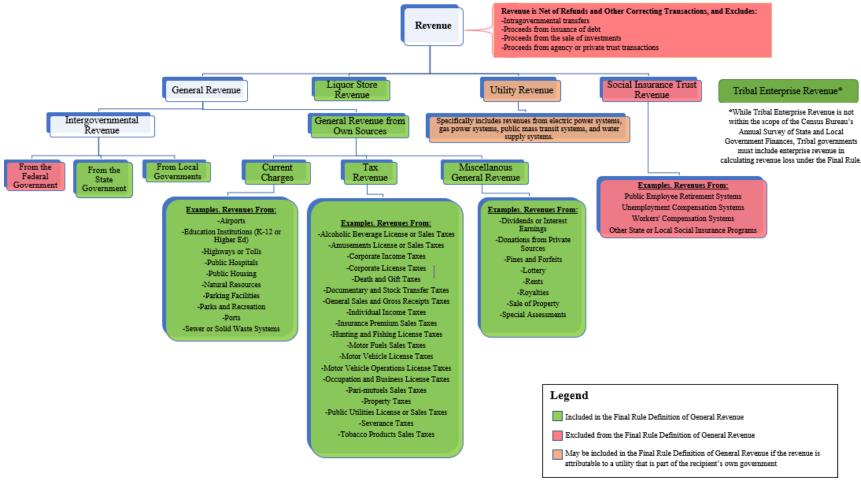
13.17. In the definition of "obligation" in the final rule, what does Treasury mean by "similar transactions that require payment?"

As stated in the final rule, obligation means "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." See 31 CFR 35.3.

As contemplated by this definition, Treasury recognizes that recipients may obligate funds through means other than contracts or subawards, for example in the case of payroll costs. In these circumstances, recipients must follow state or local law and their own established practices and policies regarding when they are considered to have incurred an obligation and how those obligations are documented. For example, a recipient may have incurred an obligation even though the recipient and its employee may not have entered into an employment contract.

Appendix

Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue



Source: U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006; Annual Survey of State and Local Government Finances

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Kenneth Jones, Management Analyst

Date: June 20, 2023

Subject: Discussion and Follow Up on the Collection Services from Consolidated Disposal

Services, LLC dba Republic Services, as Amended, and Consideration to Adopt a Resolution Setting a Public Hearing to Place Liens on Real Property for

Non-Payment of Delinquent Accounts for Solid Waste Collection Services

RECOMMENDATION:

It is recommended that the City Council:

a. Review the follow up summary from the June 5, 2023 City Council meeting regarding the services provided by Consolidated Disposal Services, LLC dba Republic Services, as amended, including, but not limited to, a bulky item pick-up costs proposal, a breakdown of delinquent accounts, information on financial literacy coaching for residents, and provide additional direction on the Residential Compost Bin program, as appropriate;

AND

 Adopt Resolution No. 8247 (Attachment "A") declaring the City Council's intention to place liens on real property for non-payment of residential and commercial solid waste collection services billings and setting the date for the Public Hearing on August 7, 2023;

OR

c. Provide additional direction to staff as appropriate.

BACKGROUND:

 On December 2, 2013, the City Council approved a 10-year franchise agreement (Attachment "B" – Contract No. 1731) with Consolidated Disposal Services, LLC dba Republic Services ("Republic Services") to provide solid waste collection services in the City of San Fernando. Services went into effect on February 15, 2014.

PUBLIC WORKS DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

WWW.SFCITY.ORG

REVIEW:

☐ Deputy City Manager

☐ City Manager

Discussion and Follow Up on the Collection Services from Consolidated Disposal Services, LLC dba Republic Services, as Amended, and Consideration to Adopt a Resolution Setting a Public Hearing to Place Liens on Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services
Page 2 of 7

- 2. On June 15, 2015, the City Council approved a "First Amendment" (Attachment "B" Exhibit "A" Contract No. 1731(a)) to the Solid Waste Franchise Agreement, which, among other things, take certain actions to collect delinquent service accounts.
- 3. On May 16, 2016, the City Council adopted Ordinance No. 1655 (Attachment "C"), authorizing the placement of liens on real property for non-payment of residential solid waste collection billings.
- 4. From 2016 through 2019, the City Council approved the placement of liens upon real property for non-payment of residential and commercial solid waste collection accounts that were more than 90 days delinquent.
- 5. From 2020 through 2021, the City Council deferred the placement of liens upon real property for non-payment of delinquent residential and commercial accounts due to the financial hardships felt by many families from the COVID-19 pandemic.
- 6. In 2022, the City Council once again deferred the lien process due to the rate increase on residential and commercial customers caused by the State Bill 1383, which requires recycling of organic matter.
- 7. On August 15, 2022, the City Council approved a "Second Amendment" (Attachment "B" Exhibit "B" Contract No. 1731(b)) to amend the scope and rates to include implementation of the new state mandated requirements of SB 1383 (Chapter 395, Statues of 2016)
- 8. On June 5, 2023, the City Council directed staff to follow up with information related to delinquent accounts, a cost proposal from Republic Services for expanded bulky item pick-up, and considerations for financial literacy coaching for residents. Additionally, staff has included the proposed Residential Compost Pail program approach for consideration.

ANALYSIS:

Republic Services provides refuse and recycling services to the City's residents and business owners through a Collection Services Agreement with the City, which is currently in effect through February 14, 2027. In addition to regular collection services, Republic Services also provides bulky item pick-up services, hosts special drop-off events at the City's Civic Center Parking Lot for bulky items (quarterly), e-waste (quarterly), paper shredding (bi-annual), and Christmas trees (annual), and provides SB 1383 compliant collection, disposal, and education and outreach.

Discussion and Follow Up on the Collection Services from Consolidated Disposal Services, LLC dba Republic Services, as Amended, and Consideration to Adopt a Resolution Setting a Public Hearing to Place Liens on Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services Page 3 of 7

Summary of Delinquent Accounts.

Collection of delinquent accounts has been a challenge throughout the term of the contract and the City has worked with Republic Services to provide different options to ensure that solid waste services continue un-interrupted throughout the delinquent account collection process.

The most current delinquent account list, which was provided by Republic Services on June 14, 2023, shows 656 delinquent accounts totaling \$225,762.28 in unpaid fees. Of the delinquent accounts, 524 are from Residential customers totaling \$132,537.29 in unpaid fees, and 132 are from Commercial/Industrial customers totaling \$97,188.99 in unpaid fees. See Attachment E for the full list of properties with delinquent payments.

Of the \$225,762.28 of delinquent amounts as of May 30, 2023, \$158,964.99 is prior to January 1, 2023 (i.e., the effective date of the increase rates due to SB 1383) and \$66,761.29 is after January 1, 2023. To date, 2 customers are currently on payment plans with Republic Services, while it is unknown how many customers have indicated to Republic that they prefer to pay via a lien on their property taxes.

Additional Bulky Item Pick-up Services.

During the discussion on June 5, 2023, the City Council requested a cost proposal from Republic Services for a robust, daily bulky item pick-up service that addresses illegal dumping. Currently, Republic Services collects bulky items in three ways:

- 1. Residents may contact Republic Services for curbside collection and schedule a bulky item pick-up.
- 2. Republic Services hosts a bulky item pick-up event at the Civic Center Parking Lot (6N), where residents may dispose of bulky items, e-waste, and recycle batteries.
- 3. The Public Works Department collects a list of bulky items nuisances via the resident request system (online via email and via phone calls), and generates a bulky item list for Republic Services to collect once per week.

The additional proposal from Republic Services for bulky item pick-up totals \$498,915.12 per year (see Table 1). This service includes one new rear-load truck with a two-person team that would service the City on a daily basis.

Table 1 - Republic Services Bulky Item Pickup Proposal – Costs

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Annual Tonnage Disposal Expense	\$64,740.00
Average Fuel Cost / Truck / Year	\$15,000.00
Average Maintenance Cost / Truck / Year	\$60,000.00
Total All Drivers Annual Wages	\$270,000.00

Discussion and Follow Up on the Collection Services from Consolidated Disposal Services, LLC dba Republic Services, as Amended, and Consideration to Adopt a Resolution Setting a Public Hearing to Place Liens on Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services Page 4 of 7

Depreciation (Rear Load)	\$31,200.00
Franchise Fees	\$57,975.12
Annual Total	\$498,915.12

Financial Literacy Coaching.

The City Council's Strategic Goal to "Focus on Community First" prioritizes connecting residents to support services to meet their basic needs. To that end, staff has previously hosted a series of financial literacy workshops to support residents. Through the months of June and July 2022, the City partnered with the Dragon Kim Foundation to offer financial literacy workshops for youth ranging from the basics of money management, to opening savings account. These workshops took place at Recreation Park. Following up on that model, the City hosted two more financial literacy workshops with Chase Bank at Las Palmas Park, focusing on Spanish-speaking adults. In October 2022, the City Council approved an Agreement with New Economics for Women, a non-profit organization specializing in personal finance, to develop a robust financial literacy series funded by CDBG funds. This series will kick-off soon and include financial capability workshops, one-on-one financial coaching, and cover housing-related programs as outlined by the Department of Housing and Urban Development (HUD).

During the June 5, 2023 City Council meeting, City Council directed staff to prepare a financial coaching plan for residents who have delinquent payments with Republic Services. Staff has not developed the full scope of this plan but may continue working with Republic Services, New Economics for Women, or another community non-profit to ensure residents have access to financial coaching and develop a program that may be similar to the current financial literacy program currently in motion. This program shall be offered for residents in support of paying delinquent bills.

Residential Compost Pail Program.

As a result of SB 1383 and the requirement for residential customers to recycle organics, staff has developed two options for offering Residential Compost Pails for City Council's consideration. There are currently 6,466 households in San Fernando and the City has secured \$15,000 in grant funds to implement this program¹.

Option 1 – Reserve Free Pails for Low-Income Qualified Residents.

With the current allocated funding, the City can purchase 2,500 pails (at the wholesale price) to distribute to qualifying low-income residents. Residents who qualify for the City Water Bill Lifeline Program, a low-income qualifier, may be eligible for a free pail which they can obtain at City Hall. All other residents shall purchase the pail at the retail price of \$10 from Republic Services or obtain their own pail.

¹ US Census Bureau 2020 ACS 5-Year Estimates

Discussion and Follow Up on the Collection Services from Consolidated Disposal Services, LLC dba Republic Services, as Amended, and Consideration to Adopt a Resolution Setting a Public Hearing to Place Liens on Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services
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Option 2 – Allocate Additional Funding to Ensure All Households Have Access to a Free Pail. Considering the existing grant funds cannot cover pails for all 6,466 households, staff will need to allocate additional funding to support the remaining 3,966 households. Once potential funding source includes the Cal Recycle local return allotment, which the City will have to apply for and be a maximum amount of approximately \$6,000 per year. Under this option, the City would need to secure the additional \$17,796 to offer free pails for all residents.

Lien Process for Delinquent Accounts.

Placing delinquent sums on the property tax roll is conditioned upon Republic Services having made multiple attempts to collect the invoice on their own. This is accomplished by Republic Services sending out 30, 60, and 90 day notices, to both the customer and the owner of the property served by the solid waste account (in those instances where the customer and the property owner are different). After following the process prescribed by Government Code Sections 5473, 5473a and related statutes, the City Council, by resolution, may approve the placement of certain delinquent sums on the tax roll by 2/3 vote.

The following are some of the more salient aspects of the annual tax roll collection process:

- Annual Report: Annually, the City must prepare and file a report with the City Clerk describing each delinquent account and the real property parcel to which the account corresponds so that the delinquent sums may be placed on the annual tax roll. (Health & Safety Code § 5473 and § 5473a).
- <u>Publication</u>: The City Clerk must also cause notice of the time and place for a Public Hearing wherein the report is to be considered and approved by the City Council before the delinquent accounts identified in the report and the sums owed may be placed on the tax roll. The notice must be published once a week for two consecutive weeks, with at least five days between publication dates. The notice must be published in an adjudicated newspaper of general circulation (§ 5473.1).
- <u>Mail Notice</u>: The City will also be required to undertake mailed notice of the hearing to each real property parcel tied to a delinquent service account (§ 5473.1).

Property owners will be given another opportunity to pay the delinquent sums prior to the placement on the tax roll. Also, at the Public Hearing, the City Council will be able to make modifications to the report in so far as delinquencies are cured either in full or partially or in so far as a customer or property owner are able to prove to the reasonable satisfaction of the City Council that the account was never delinquent or that there is some other error in the report for which correction is justified.

Discussion and Follow Up on the Collection Services from Consolidated Disposal Services, LLC dba Republic Services, as Amended, and Consideration to Adopt a Resolution Setting a Public Hearing to Place Liens on Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services Page 6 of 7

The following timeline is proposed for placing delinquent sums on the property tax roll:

June 20, 2023

- Set Public Hearing Date for August 7, 2023
- Establish Final Payment Due Date of July 27, 2023

June 27, 2023

 Mail Notice to Account Holders/Property Owners (Paid/Coordinated by Solid Waste Hauler)

• July 10 and 17, 2023

Publication of Public Hearing (Paid by Solid Waste Hauler)

• July 24, 2023

Annual Report/Listing of Delinquent Accounts Provided to City

August 7, 2023

 Public Hearing (Account Holders/Property Owners will have until August 21, 2023 to bring account current)

August 28, 2018

Updated Delinquent Account List Forwarded to LA County for Inclusion on Tax Roll

BUDGET IMPACT:

The City will incur administrative costs associated with conducting the lien process. To offset these costs, the City's Ordinance authorizes a ten percent (10%) franchise fee (\$22,572.63), and a five percent (5%) administration fee (\$11,286.31) to recover such costs, which will be deducted from sums actually collected on the tax roll before sums owed to the solid waste hauler are remitted to the hauler by the City.

CONCLUSION:

Staff recommends that the City Council discuss the follow up from the June 5, 2023 City Council meeting, provide direction for a preferred Residential Compost Pail program, and provide direction on the placement of liens upon real property for non-payment of residential and commercial delinquent accounts for solid waste collection services.

Discussion and Follow Up on the Collection Services from Consolidated Disposal Services, LLC dba Republic Services, as Amended, and Consideration to Adopt a Resolution Setting a Public Hearing to Place Liens on Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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ATTACHMENTS:

- A. Resolution No. 8247
- B. <u>Contract No. 1731</u> (provided digitally through web link, hardcopy available at the Public Works counter)
- C. Ordinance No. 1655
- D. List of Delinquent Accounts
- E. Cost Proposal for Increased Bulky Item Pick-up

RESOLUTION NO. 8247

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DECLARING ITS INTENTION TO CONSIDER THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

WHEREAS, on the 16th day of May, 2016, the City Council adopted Ordinance No. 1655 declaring that periodically the City shall, by resolution, order that liens be placed on real property for the collection of solid waste fees reported delinquent pursuant to delinquent solid waste account reports; and

WHEREAS, on the 4th day of June, 2018, the City Council adopted Ordinance No. 1760 declaring its intention to consider the placement of liens on real property for the non-payment of residential and commercial solid waste collection services billings, and setting a time and place for a public hearing; and

WHEREAS, the City will provide notice more than fourteen (14) days prior to the public hearing to all property owners and account holders by United States mail, that on August 7, 2023, at 6:00 p.m., a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. In addition, a list of delinquent service addresses and outstanding balances will be published in a newspaper of general circulation on two (2) dates prior to the public hearing, as required by California Health and Safety Code Section 5470-5474.10.

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

- **SECTION 1.** The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.
- **SECTION 2.** Public Interest. That it is the intention of the City Council, consistent with the public interest and convenience, to consider the placement of liens on real property for non-payment of residential and commercial solid waste collection services billings.
- **SECTION 3.** Final Payment Due Date. That account holders or property owners shall be allowed to resolve outstanding fees owed through August 21, 2023, to bring accounts current.
- **SECTION 4.** Notice is hereby given that August 7, 2023, at the hour of 6:00 p.m., in the Council Chambers of the City Council of the City of San Fernando, 117 Macneil Street, San Fernando, California, being the regular meeting place of said City Council is the time and place fixed by this City Council for the hearing of protests, comments or objections in reference to the placement of liens on real property for non-payment of residential and commercial solid waste collection services billings.

Any interested person who wishes to object to the placement of liens may file a written protest with the City Clerk prior to the conclusion of the public hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection, and a protest by a property owner shall contain a description sufficient to identify the property owned by the property owner. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all oral statements and all written protests made or filed by any interested person.

<u>SECTION 5.</u> <u>Publication of Notice.</u> The City Clerk is hereby authorized and directed to publish a copy of this Resolution in The San Fernando Valley Sun newspaper, a newspaper of general circulation in said City; said publication shall be published once a week for two consecutive weeks, with at least five days between publication dates before the date of said Public Hearing.

SECTION 6. Mail Notice. The City Clerk is hereby authorized and directed to mail written notice to all property owners and account holders by United States mail, with postage properly affixed, information them that on August 7, 2023, at 6:00 p.m., in the Council Chambers of the City Council of the City of San Fernando, 117 Macneil Street, San Fernando, California, a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. Said notice shall be mailed more than fourteen (14) days prior to the hearing.

SECTION 7. Proceedings Inquiries. For any and all information relating to the procedures, protest procedure, documentation, and/or information of a procedural or technical nature, your attention is directed to the office listed below as designated:

DEPARTMENT OF PUBLIC WORKS (818) 898-1222

PASSED, APPROVED, AND ADOPTED THIS 20th day of June, 2023.

	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
ATTEST:	
	_
Julia Fritz, City Clerk	

CERTIFICATION

true, and correct copy of Resolution No. 8247	which was regularly introduced and adopted by alifornia, at a regular meeting thereof held on the fithe City Council:
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunt City of San Fernando, California, this da	to set my hand and affixed the official seal of the y of June, 2023.
	Julia Fritz, City Clerk

ORDINANCE NO. 1655

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 70 (SOLID WASTE AND RECYCLABLES COLLECTION SERVICES) OF THE SAN FERNANDO MUNICPAL CODE

WHEREAS, pursuant to sections 5473 and 5473a of the California Health and Safety Code, municipalities may elect to have delinquent charges for trash service collected on the tax roll together with the general property tax paid by real property owners who are also residential trash service customers; and

WHEREAS, sections 5473 and 5473a of the California Health and Safety Code and related statutes set forth the procedures that must be followed by the City in order to collect delinquent solid waste fees and charges on the tax roll; and

WHEREAS, this ordinance is intended to establish procedures for the collection of such delinquent fees and charges in accordance with applicable law referenced above.

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

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Container":

Customer means any person or entity maintaining a service account with a Collector for the performance of Solid Waste and Recyclables Collection Services authorized under this Chapter. The term Customer is inclusive of persons or entities who are not the Owners of the real property parcel or portion thereof to which the service account corresponds and which is receiving the benefit of the Solid Waste and Recyclables Collection Services provided by the Collector.

SECTION 3. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Multi-family residence":

Owner shall mean the person or other legal entity listed on the last equalized assessment roll for the County of Los Angeles as the owner of a lot or parcel of real property within the territorial boundaries of the City of San Fernando.

SECTION 4. Section 70-32 (Billing and collection of fees) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby amended by the addition of the following sentence at the end of the paragraph that currently comprises Section 70-32:

"The foregoing notwithstanding, the City Council, in its sole and absolute discretion, reserves the right, but does not assume the obligation, to avail the City of the provisions and procedures of Health and Safety Code Sections 5473 and 5473a relating to the collection of delinquent solid waste service charges on the tax roll."

<u>SECTION 5</u>. The current text of subsection (c) of Section 70-33 (Rates, billing and collection of fees for standard residential collection service) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby repealed and replaced with a new subsection (c) which shall state the following:

(c) Collection of Delinquent Charges.

- 1. Pursuant to, and to the extent authorized by, Health and Safety Code Sections 5473 and 5473a, the City may collect delinquent fees or charges for solid waste and recyclables collection services incurred by a Customer on the tax roll for collection by the Los Angeles County Assessor's Office.
- 2. The Owner of any real property parcel or portion thereof located within the City of San Fernando and a Customer whose service account provides for the performance of solid waste and recyclables collection services at the subject real property parcel are jointly and severally liable for the payment of all fees and charges imposed by the Collector for the performance of such services. Owners and Customers shall also be liable for compliance with all provisions of this Chapter as relates to the subject real property parcel or portion thereof receiving solid waste and recyclables collection services.
- 3. A solid waste and recyclables collection services bill lawfully issued by a Collector to a Customer shall be considered past due if not paid by a Customer within thirty (30) calendar days from the date payment is due or such longer grace period as may be authorized by written agreement between the Customer and the Collector. If such a bill becomes past due, the Collector shall be required to issue notice to the Customer that the bill is delinquent. If the bill is not paid in full within thirty (30) calendar days from the date the service bill is deemed past due, the Collector shall issue a second notice of delinquency to the Customer and shall also send a copy of the second notice of delinquency to the Owner, if different from the Customer. Each delinquency notice shall include the following information at a minimum:
 - (i) A statement advising the customer that the service bill is past due;
 - (ii) Information as to the service period to which the past due sums relate; and
 - (iii) Information as to where the Customer may remit any and all past due sums;
 - (iv) Information as to the proper procedures for disputing any sums set forth

- in a service bill; and
- (v) Notice in bold print and capital letters that the matter will be submitted to the City for collection pursuant to the tax lien procedures established under this section, if the bill is not paid within thirty (30) calendar days from the date a second notice of delinquency is dated.

No later than the close of business on May 1st of each calendar year, a Collector may submit to the City a schedule of all unpaid delinquent billings from May 1st of the preceding year to May 1st of the present year accompanied by the corresponding parcel number for the real property parcel or portion thereof in question, as established or otherwise utilized by the Los Angeles County Assessor. The schedule shall also state the amount due for each delinquent Customer account for inclusion of said amount upon the property tax roll for collection by the Los Angeles County Assessor's Office. No delinquent billing shall be eligible for submission to the City on or before the 30th calendar day following the issuance of the Collector's second past due billing notice. No delinquent billing shall remain eligible for submission to the City after one year from the date the delinquent billing first becomes eligible for submission to the City.

- 4. In addition to any other requirements set forth under Health and Safety Code Sections 5473 and 5473a, the City shall adhere to the following procedures before submitting delinquent fees and charges to the Los Angeles County Assessor's Office for placement on the tax roll:
 - (i) The City will fix a time, date and place for a public hearing regarding the report of delinquencies submitted by the Collector and any objections and protests to the report. Notice of the hearing shall be mailed to the Owner of every real property parcel listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees or charges. The City may make revisions or corrections to the report as it deems appropriate, after which, by resolution, the report shall be confirmed.
 - (ii) The delinquent fees and charges set forth in the report as confirmed shall constitute special assessments against the real property parcels listed in the report and are a lien on said real property for the amount of the delinquent fees and charges. A certified copy of the confirmed report shall be filed with the Los Angeles County Assessor's Office for the amounts of the respective assessments against the respective real property parcel as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Los Angeles County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be

- subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
- (iii) City shall remit to the Collector amounts collected pursuant to this process within thirty (30) days of receipt from the Los Angeles County Assessor, less any outstanding sums owed by the Collector to the City. In order to reimburse the City for any and all administrative costs associated with placing delinquent fees and charges on the tax roll and except as otherwise provided in any Collection Agreement between the City and a Collector, the City may deduct from the sums remitted by the Los Angeles County Assessor for a given tax year an amount equal to the lesser of the following: (a) the City's actual costs incurred to undertake the placement delinquent fees and charges on the tax roll, including but not limited to any and all fees or charges imposed by the Los Angeles County Assessor associated with the placement of the delinquent fees or charges on the tax roll as well as costs associated with all publication and noticing efforts; or (b) five percent (5%) of the total delinquent sums placed on the tax roll on behalf of an individual Collector.

<u>SECTION 6</u>. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") as the ordinance amendments contemplated herein will have no impact on the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force 30 days after passage and adoption.

<u>SECTION 9</u>. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on the 16th day of May, 2016.

Robert C. Gonzales, Mayor

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AT				

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

STATE OF CALIFORNIA **COUNTY OF LOS ANGELES** SS. CITY OF SAN FERNANDO

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, hereby certify that the foregoing Ordinance No. 1655 of the City Council of the City of San Fernando was approved and adopted by said City Council at its regular meeting held on the 16th day of May, 2016 by the following vote, to-wit:

AYES:

Ballin, Fajardo, Lopez – 3

NOES:

None

ABSTAIN:

Soto - 1

ABSENT:

Gonzales - 1

Republic Services Delinquent Accounts as of June 14, 2023

		services De	eiinqi			June 14, 2023
No.	Account	Type		Total	Address	Street
1	182878	CO	\$	5,569.11	660	ARROYO
2	5895272	CO	\$	4,602.01	1807	1ST
3	147147	CO	\$	3,998.90	1025	SAN FERNANDO
4	124146	CO	\$	3,887.88	1720	1ST
5	147120	CO	\$	3,436.15	1135	CELIS
6	147233	CO	\$	3,081.62	1044	SAN FERNANDO
7	102921	CO	\$	2,957.80	1015	1ST
8	147180	CO	\$	2,629.28	202	MACLAY
9	149694	CO	\$	2,180.48	912	SAN FERNANDO
10	167250	CO	\$	2,104.75	1021	SAN FERNANDO
11	5895372	CO	\$	2,068.04	701	MACLAY
12	147175	CO	\$	1,771.00	1115	SAN FERNANDO
13	110950	CO	\$	1,687.86	1111	SAN FERNANDO
14	5895355	CO	\$	1,669.99	455	MACLAY
15	147176	CO	\$	1,649.39	1002	SAN FERNANDO
16	82343	CO	\$	1,544.04	908	SAN FERNANDO
17	147219	CO	\$	1,536.41	1110	SAN FERNANDO
18	80394	CO	\$	1,247.22	1110	LIBRARY
19	147109	CO	\$	1,239.37	1135	SAN FERNANDO
20	170541	CO	\$	1,160.93	107	MACLAY
21	195189	CO	\$	1,009.60	1208	HEWITT
22	5895012	CO	\$	969.42	1115	1ST
23	81902	CO	\$	938.12	1031	SAN FERNANDO
24	178835	CO	\$ \$ \$	932.54	640	ARROYO
25	178891	CO	\$	901.51	1104	ARROYO
26	5895158	CO		848.07	700	ARROYO
27	5895277	CO	\$ \$ \$ \$ \$ \$	840.52	1912	1ST
28	194072	CO	\$	839.73	2022	1ST
29	5895282	CO	\$	838.75	2018	1ST
30	198214	CO	\$	715.82	231	HARPS
31	147113	CO	\$	711.60	1016	SAN FERNANDO
32	162843	CO	\$	643.70	121	BRAND
33	80697	CO	\$	625.65	1213-1215	7TH
34	5895304	CO	\$	596.82	640	GLENOAKS
35	127520	CO	\$	566.91	1034	SAN FERNANDO
36	125673	CO	\$	563.65	513	MACLAY
37	149689	CO	\$	553.17	1013	SAN FERNANDO
38	166018	CO	\$	496.45	1032	SAN FERNANDO
39	175182	CO	\$	458.21	1237	CORONEL
40	80359	CO	\$	449.16	1201	TRUMAN
41	137519	CO	\$	403.62	56	HUBBARD
42	81178	CO	\$	308.82	501	LIBRARY
43	195190	CO	\$	291.64	1901	1ST
44	147231	CO	\$	274.17	1023	SAN FERNANDO
45	5895484	CO	\$	273.52	1101	TRUMAN
46	118989	CO	\$	256.17	1226	GLENOAKS
47	147189	CO	\$	210.90	1145	SAN FERNANDO
48	149687	CO	\$	196.91	1016 1/2	SAN FERNANDO
49	5895168	CO	\$	193.67	727	HEWITT
50	92390	CO	\$	180.94	128	MACLAY
51	149685	CO	\$	173.88	1040	SAN FERNANDO
52	147125	CO	\$	161.24	1012	SAN FERNANDO
53	5895202	CO	\$	136.77	321	MACNEIL
54	197535	CO	\$	135.02	540	FAYECROFT
55	5895340	CO	\$	129.54	220	MACLAY
	3333340		Ψ	120.01	-20	.7// (OL/ (1

56	163284	CO	\$	114.66	321	MACLAY
57	196330	CO	\$	113.82	905	CELIS
58	147133	CO	\$	107.72	910	SAN FERNANDO
59	5895278	CO	\$	81.54	1932	1ST
60	5895381	CO	\$	76.15	857	MACLAY
61	5895429	CO	\$	60.89	1212	PICO
62	199697	CO	\$	57.78	15	MACLAY
63	147172	CO	\$	54.00	1115	SAN FERNANDO
64			φ			
	163282	CO	\$	53.86	319	MACLAY
65	5895399	CO	\$	53.86	206	MACLAY
66	5895021	CO	\$	53.52	120	MACNEIL
67	5895292	CO	\$	49.10	12940	FOOTHILL
68	149684	CO	\$	27.74	1130	SAN FERNANDO
69	94117	CO	\$	-	1501	CELIS
70	176009	Ind	\$	2,914.99	422	GRISWOLD
71	194542	Ind	\$	1,439.39	2039	8TH
72	192754	Ind	\$	1,277.59	1618	FERMOORE
73	194396	Ind	\$	1,055.70	1166	ARROYO
74	161652	Ind	\$	902.04	504	MACLAY
75	191966	Ind		892.83	1618	FERMOORE
76	169173	Ind	\$ \$ \$	830.43	860	ARROYO
77	191124	Ind	\$	817.16	657	NEWTON
78	177948	Ind	\$	791.72	1516	1ST
79	171511	Ind	\$	787.33	911	GRISWOLD
80	171414	Ind	\$	752.04	2044	CHIBERS
			φ			
81	171037	Ind	\$	641.44	1812	4TH
82	182798	Ind	\$	608.53	660	ARROYO
83	190667	Ind	\$	560.18	526	HAGAR
84	160858	Ind	\$	502.25	1125	WARREN
85	188665	Ind	\$	483.17	1629	CORONEL
86	191896	Ind	\$	479.63	1011	ORANGE GROVE
87	170457	Ind	\$	460.67	757	KALISHER
88	198624	Ind	\$	419.49	1407	TRUMAN
89	197013	Ind	\$	341.80	1971	PHILLIPPI
90	184614	Ind	\$	321.29	1332	HEWITT
91	173305	Ind	\$	309.26	870	ARROYO
92	194437	Ind	\$	302.79	1526	5TH
93	194887	Ind	\$	298.77	900	MACNEIL
94	195181	Ind	\$	286.02	1120	NEWTON
95	192586	Ind	\$	281.89	2049	CHIVERS
96	180420	Ind	\$	278.73	2005	5TH
97	186142	Ind	\$	273.33	540	GRISWOLD
98	192244	Ind	\$	261.58	563	HUNTINGTON
99		Ind	\$	260.54	1437	SAN FERNANDO
	170512					
100	167221	Ind	\$	254.74	124	HAGAR
101	170909	Ind	\$	252.85	531	5THLAY
102	181600	Ind	\$	248.57	606	MACLAY
103	178358	Ind	\$	245.08	409	ORANGE GROVE
104	173016	Ind	\$	244.51	705	ARROYO
105	185751	Ind	\$	237.30	540	GRISWOLD
106	172191	Ind	\$	210.44	520	FERMOORE
107	190065	Ind	\$	199.14	511	WORKMAN
108	191018	Ind	\$	187.93	613	OMELVENY
109	191562	Ind	\$	184.40	557	CHATSWORTH
110	177659	Ind	\$	181.50	1018	ORANGE GROVE
111	177140	Ind	\$	170.35	1133	8TH
112	191842	Ind	\$	167.76	927	HUNTINGTON
113	174439	Ind	\$	150.48	1624	CORONEL
			Ψ	.00.10	. 02 1	COLONEL

114	172784	Ind	\$	143.63	1914	GLENOAKS
115	179261	Ind	\$	139.28	2021	1ST
116	162849	Ind	\$	137.00	345	PARKSIDE
117	193143	Ind	\$	133.98	715	MACLAY
118	185723	Ind	\$ \$ \$	130.49	1018	WOODWORTH
119	185447	Ind	\$	130.49	1932	CHIVERS
120	187769	Ind	\$	121.52	1125	ORANGE GROVE
121	171167	Ind	\$	102.37	1171	MACNEIL
122	197694	Ind	\$	100.01	719	MEYER
123	179666	Ind	\$	96.19	1007	DE GARMO
124	158421	Ind	\$	71.53	2002	DONNAGLEN
125	169983	Ind	\$	67.04	1204	MOUNTAIN VIEW
126	192918	Ind	\$	58.25	215	HAGAR
127	193780	Ind	\$	54.64	910	DE FOE
128	187521	Ind	\$	46.96	205	MEYER
129	182048	Ind	\$	39.67	560	LIBRARY
130	187980	Ind	\$ \$ \$	37.17	758	ARROYO
131	194418	Ind	\$	32.45	1007	SAN FERNANDO
132	183083	Ind	\$	25.61	900	NEWTON
133	150419	Res	\$	1,067.64	2038	LUCAS ST
134	5700879	Res	\$	1,064.59	1316	KEWEN
135	5702333	Res	\$	1,019.21	14020	HUBBARD
136	5702358	Res	\$	971.83	843	GRISWOLD
137	5700076	Res	\$	963.21	203	HARPS
138	5700753	Res	\$	963.21	1012	KEWEN
139	5703237	Res	\$	963.21	513	GRISWOLD
140	82055	Res	\$	955.48	712	MACLAY
141	5700119	Res	\$	864.24	714	CORONEL
142	5702307	Res	\$	788.69	2026	LUCAS
143	5704023	Res	\$	782.04	1241	CORONEL ST
144	5701615	Res	\$	781.64	1617	KNOX
145	5700350	Res	\$	762.36	1329	PICO
146	5700037	Res	\$	762.36	323	MACNEIL
147	89142	Res	\$	762.36	626	HOLLISTER
148	131747	Res	\$	762.36	714	HAGAR
149	5700211	Res	\$	762.36	1118	HOLLISTER
150	5703129	Res	\$	762.36	1316	GLENOAKS
151	5700925	Res	\$	762.36	603	MACLAY
152	5700040	Res	\$	762.36	204	MACLAY
153	124331	Res	\$	762.36	2019	KNOX
154	5702447	Res	\$	762.36	1305	WARREN
155	5700410	Res	\$	762.36	1503	PICO
156	125661	Res	\$	739.12	1111	ORANGE GROVE
157	120025	Res	\$	725.19	1949	7TH
158	5703637	Res	\$	724.12	438	HARDING
159	5703958	Res	\$	722.54	902	BRAND
160	126748	Res	\$	699.84	421	LAZARD
161	5700534	Res	\$	691.20	637	OMELVENY
162	5700153	Res	\$	671.60	616	HOLLISTER
163	5701055	Res	\$	668.69	1327	OMELVENY
164	5702846	Res	\$	666.60	731	ALEXANDER
165	94949	Res	\$	666.60	1815	7TH
166	5700120	Res	\$	666.60	457	WOLFSKILL
167	102375	Res	\$	659.12	556	JACKMAN
168	5702433	Res	\$	653.56	1125	WARREN
169	99164	Res	\$	620.55	1701	KNOX
170	153222	Res	\$	620.55	2035	LUCAS
171	5702741	Res	\$	620.55	1006	BRAND
17.1	0102171	1103	Ψ	020.00	1000	טו גרווט

172	142744	Res	\$	619.98	709	HARPS
173	5702781	Res	\$	619.29	927	8TH
174	5702325	Res	\$	615.55	2036	LUCAS
175	5701599	Res	\$	615.55	1106	ORANGE GROVE
176	5701317	Res	\$	615.55	403	MEYER
177	138148	Res	\$	613.41	1230	MOTT
178	114851	Res	\$	604.59	2033	7TH
179	5700719	Res	\$	603.28	1017	WOODWORTH
180	179939	Res	\$	592.73	2041	8TH
181	5701760	Res	\$	582.36	1611	FERMOORE
182	5702010	Res	\$	574.11	2043	CHIVERS
183	5700759	Res	\$	571.64	1040	KEWEN
184	5700251	Res	\$	569.91	1339	HOLLISTER
185	5700112	Res	\$	569.91	714	PICO
186	125866	Res	\$	568.47	1207	7TH
187	181014	Res	\$	568.22	827	BRAND
188	5700345	Res	\$	562.36	1332	PICO
189	5701062	Res	\$	560.39	1328	WOODWORTH
190	174727	Res	\$	555.29	305	GRISWOLD
191	5700495	Res	\$	554.98	616	WOLFSKILL
192	5700607	Res	\$	544.72	719	MOTT
193	5703802	Res	\$	540.62	226	HARDING
194	5703084	Res	\$	533.98	635	LAZARD
195	5702188	Res	\$	533.34	1602	WARREN
196	5701074	Res	\$	530.24	717	KALISHER
197	139429	Res	\$	529.27	518	LAZARD
198	5701985	Res	\$	529.27	1075	ORANGE GROVE
199	133126	Res	\$	529.27	453	FERMOORE
200	139637	Res	\$	527.99	1211 1/2	7TH
201	87506	Res	\$	526.33	1226	MOTT
202	5702592	Res	\$	526.04	901	BRAND
203	101911	Res	\$	525.09	1223	4TH
204	5702518	Res	\$	524.27	858	ALEXANDER
205	81930	Res	\$	524.27	560	CHATSWORTH
206	5701418	Res	\$	518.83	202	ORANGE GROVE
207	5702838	Res	\$	517.71	726	ALEXANDER
208	180979	Res	\$	512.55	1513	CORONEL
209	5700476	Res	\$	511.60	607	KEWEN
210	179552	Res	\$	508.22	1310	PICO
211	5703394	Res	\$	506.36	916	GLENOAKS
212	5704016	Res	\$	504.06	315	HARPS
213	5702315	Res	\$	500.53	821	FAYECROFT
214	5700664	Res	\$	500.00	611	BRAND
215	101559	Res	\$	495.91	327	ALEXANDER
216	143303	Res	\$	490.37	2017	8TH
217	5701578	Res	\$	490.37	1423	KNOX
218	149635	Res	\$	484.87	1318	8TH
219	5701979	Res	\$	482.99	1938	PHILLIPPI
220	179999	Res	\$	482.67	803	KALISHER
221	179836	Res	\$	477.99	613	FERMOORE
222	5700405	Res	\$	477.99	1535	PICO
223	110524	Res	\$	477.99	318	HARPS
224	5700914	Res	\$	477.62	561	MACLAY
225	155234	Res	\$	477.38	633	HAGAR
226	112760	Res	φ \$	477.30	1315	GRIFFITH
227	159305	Res	φ \$	464.91	1032	HEWITT
228	182621	Res	э \$	464.34	1972	PHILLIPPI
229	183001	Res	φ \$	456.14	121	HUNTINGTON
223	100001	1769	φ	450.14	141	HUNTINGTON

230	132475	Res	\$	452.98	1034	BRAND
231	5702532	Res	\$	446.45	830	HAGAR
232	5700541	Res	\$	446.02	657	WOLFSKILL
233	5700872	Res	\$	438.40	1338	KEWEN
234	5700468	Res	\$	435.53	616	HEWITT
235	128627	Res	\$	435.53	733	MOTT
236	5702035	Res	\$	431.07	1011	ORANGE GROVE
237	5701336	Res	\$	431.07	530	FAYECROFT
238	5700290	Res	\$	430.53	1644	CORONEL
239	105723	Res	\$	428.22	825	8TH
240	5700008	Res	\$	424.76	628	4TH
241	161583	Res	\$	421.83	1058	ORANGE GROVE
242	5703948	Res	\$	418.60	1113	LUCAS
243	5701112	Res	\$	417.99	803	JACKMAN
244	134890	Res	\$	417.87	805	KALISHER
245	5702142	Res	\$	415.04	2027	WARREN
246	5702432	Res	\$	410.92	1121	WARREN
247	5702554	Res	\$	410.58	930	MACNEIL
248	159214	Res	\$	407.51	1512	4TH
249			э \$		444	MEYER
	5701289	Res	\$ \$	405.35		CORONEL
250	5700190 5703646	Res	φ	399.15	1124	HARDING
251	5703646	Res	\$	396.60	512	
252	164136	Res	\$	392.99	1443	CORONEL
253	5702685	Res	\$	390.75	813	7TH
254	120358	Res	\$	388.91	1117	8TH
255	116259	Res	\$	387.57	1134	GRIFFITH
256	5700776	Res	\$	384.15	1031	HEWITT
257	5703337	Res	\$	384.15	912	LIBRARY
258	5700707	Res	\$	384.15	1030	WOODWORTH
259	95710	Res	\$	381.00	717	GRIFFITH
260	103197	Res	\$	376.30	2042	8TH
261	189875	Res	\$	374.15	1949	7TH
262	5700651	Res	\$	371.30	567	CHATSWORTH
263	5702345	Res	\$	371.30	925	GRISWOLD
264	5702009	Res	\$	371.30	2039	CHIVERS
265	5702549	Res	\$	371.30	904	MACNEIL
266	186287	Res	\$	369.75	426	FERMOORE
267	189699	Res	\$	366.30	1012	KEWEN
268	5700573	Res	\$	363.56	616	GRIFFITH
269	105749	Res	\$	362.23	1026	HEWITT
270	5701696	Res	\$	354.60	1213	PHILLIPPI
271	5702156	Res	\$	351.36	1964	WARREN
272	171250	Res	\$	344.21	529	GRISWOLD
273	5701778	Res	\$	342.67	1010	FERMOORE
274	5701325	Res	\$	342.23	2002	4TH
275	5700949	Res	\$	342.23	1235	GRIFFITH
276	5703416	Res	\$	342.23	920	DE GARMO
277	5702161	Res	\$	342.23	1940	WARREN
278	5700918	Res	\$	342.23	1124 1/2	KEWEN
279	5701278	Res	\$	342.23	415	LAZARD
280	141943	Res	\$ \$ \$	342.23	1132	7TH
281	87774	Res	\$	342.23	509	CHATSWORTH
282	5701796	Res	\$	342.23	1721	7TH
283	175833	Res	\$	338.51	1321	PICO ST
284	5703263	Res	\$	331.17	761	GRISWOLD
285	5700932	Res	\$ \$	331.05	1120	GRIFFITH
286	5700932	Res	\$	327.99	419	WORKMAN
287	5700518	Res	φ \$	322.07	1229	PHILLIPPI
201	0101090	1709	Ψ	022.01	1223	I IIILLII I I

288	5701764	Res	\$	321.07	1617	FERMOORE
289	188186	Res	\$	320.40	1041	MOTT
290	5700919	Res	\$	318.96	1120	KEWEN
291	5700822	Res	\$	317.07	1402	HEWITT
292	5700159	Res	\$	317.07	646	HOLLISTER
293	5703024	Res	\$	316.70	722	ORANGE GROVE
294	5703017	Res	\$	315.55	628	ORANGE GROVE
295	5700056	Res	\$	312.23	128	ALEXANDER
296	5702516	Res	\$	312.07	848	ALEXANDER
297	5702853	Res	\$	312.07	653	ALEXANDER
298	5702991	Res	\$	312.07	628	FERMOORE
299	124516	Res	\$	312.07	1124	KEWEN
300	162981	Res	\$	310.62	1512	4TH
	162395					KEWEN
301		Res	\$	308.40	637	
302	5700554	Res	\$	304.30	652	CHATSWORTH
303	126737	Res	\$	300.31	857	GRISWOLD
304	107972	Res	\$	300.31	1024	WORKMAN
305	182296	Res	\$	300.31	707	JACKMAN
306	188865	Res	\$	293.15	518	KALISHER
307	112583	Res	\$	292.76	1211	MOUNTAIN VIEW
308	5702462	Res	\$	290.67	1324	WARREN
309	5701279	Res	\$	290.31	409	LAZARD
310	5701706	Res	\$	290.31	1417	PHILLIPPI
311	5703440	Res	\$	290.31	1007	5TH
312	5702231	Res	\$	289.63	829	FERMOORE
313	5702472	Res	\$	289.59	1222	WARREN
314	165403	Res	\$	288.99	1712	4TH
315	191411	Res	\$	287.02	1317	LIBRARY
316	5702512	Res	\$	285.95	832	ALEXANDER
317	161742	Res	\$	283.75	837	MACLAY
318	5702759	Res	\$	283.00	806	8TH
319	5701982	Res	\$	281.10	1924	PHILLIPPI
320	5700287	Res	\$	280.53	1628	CORONEL
321	110558	Res	\$	278.63	809	KALISHER
322	145708	Res	\$	277.07	454	LAZARD
323	147780	Res	\$	272.49	663	WOLFSKILL
324	108532	Res	\$	269.91	1315	CORONEL
325	188215	Res	\$	261.98	2048	CHIVERS
326						-
327	192236 5702753	Res Res	\$	257.57 257.43	215 1122	HAGAR BRAND
			\$			
328	190025	Res	\$	256.80	629	BRAND MACLAY
329	190076	Res	\$	256.80	427 1/2	
330	190087	Res	\$	256.20	1327	OMELVENY
331	111877	Res	\$	252.55	432	HARDING
332	5703632	Res	\$	251.98	453	HARDING
333	167286	Res	\$	251.54	1156	ORANGE GROVE
334	190371	Res	\$	250.48	1611	FERMOORE
335	173974	Res	\$	248.39	707	HAGAR
336	5702953	Res	\$	248.39	642	WORKMAN
337	5702302	Res	\$	248.39	2002	LUCAS
338	129555	Res	\$	248.39	1018	WOODWORTH
339	5702141	Res	\$	248.39	2021	WARREN
340	188560	Res	\$	247.40	1445	HOLLISTER
341	5703625	Res	\$	246.98	417	HARDING
342	5702930	Res	\$	246.22	727	HARDING
343	5700149	Res	\$ \$	243.39	607	HOLLISTER
344	111275	Res	\$	243.39	1417	CELIS
345	5702552	Res	\$	243.39	916	MACNEIL

346	5700761	Res	\$	243.39	1009	KEWEN
347	5703266	Res	\$	243.39	704	GLENOAKS
348	5702308	Res	\$	243.39	2013	LUCAS
349	5702265	Res	\$	243.39	814	ORANGE GROVE
350	5702625	Res	\$	243.39	861	NEWTON
351	5703734	Res	\$	242.23	539	FERMOORE
352	5703218	Res	\$	242.19	428	NEWTON
353	5702126	Res	\$	241.17	1813	WARREN
354	5703445	Res	\$	240.07	911	5TH
355	105786	Res	\$	239.17	708	CORONEL
356	191103	Res	\$	235.92	507	WOLFSKILL
357	191358	Res	\$	232.63	1410	CORONEL
358	5702776	Res	\$	230.54	1124	NEWTON
359	96493	Res	\$	226.90	435	HUNTINGTON
360	5701602	Res	\$	224.31	1154	ORANGE GROVE
361	189644	Res	\$	223.11	203	HARPS
362	5700787	Res	\$	220.57	1142	HEWITT
363	5702831	Res	\$	220.55	646	ALEXANDER
364	5701621	Res	\$	220.17	1529	KNOX
365	5702716	Res	\$	220.07	1128	MACNEIL
366	5703838	Res	\$	217.64	1433	PICO
367	190715	Res	\$	215.69	215	FERMOORE
368	5703029	Res	\$	210.19	747	ORANGE GROVE
369	191928	Res	\$	208.67	1118	HOLLISTER
370	5701702	Res	\$	206.04	1321	PHILLIPPI
371	5703860	Res	\$	206.00	1121	HEWITT
372	187176	Res	\$	205.83	707	PICO
373	5703998	Res	\$	203.86	447	HARPS
374	164156	Res	φ \$	202.42	133	HUNTINGTON
375	192421	Res	\$	202.42	1321	KEWEN
376	5703106	Res	φ \$	202.33	719	MEYER
377	5703100	Res	э \$	198.91	1420	MOTT
378	5700990	Res	э \$	198.38	658	LASHBURN
376 379			э \$			
	5703594	Res		197.95	1612	4TH LUCAS
380	5703943	Res	\$	196.84	1915	
381	181003	Res	\$ \$	195.83	1124	HOLLISTER
382	5700048	Res	\$ \$	195.31	227	HAGAR KALISHER
383	145017	Res	*	195.31	813	
384	148674	Res	\$	192.65	1041	MOTT
385	5701485	Res	\$	191.04	1223	8TH
386	5702317	Res	\$	190.83	2020	DONNAGLEN
387	5700192	Res	\$	190.83	1220	CORONEL
388	5702284	Res	\$	190.83	962	ORANGE GROVE
389	5700744	Res	\$	190.83	1012	GRIFFITH
390	5700579	Res	\$	190.83	623	GRIFFITH
391	118856	Res	\$	190.83	1340 1/2	HOLLISTER
392	147136	Res	\$	190.83	726	GRIFFITH
393	117315	Res	\$	190.83	406	HARPS
394	129223	Res	\$	190.31	1410	7TH
395	5700673	Res	\$	188.38	713	BRAND
396	95056	Res	\$	185.41	409	ORANGE GROVE
397	5702398	Res	\$	185.18	1416	WARREN
398	162262	Res	\$	180.08	215	FERMOORE
399	5700378	Res	\$	178.99	1524	PICO
400	160528	Res	\$	178.84	1301	LUCAS
401	193167	Res	\$	178.28	612	CORONEL
402	5700851	Res	\$	178.27	657	HUNTINGTON
403	193122	Res	\$	177.67	1317	CORONEL

404	192462	Res	\$	175.44	1100	ORANGE GROVE
405	184000	Res	\$	174.02	412	ALEXANDER
406	5701192	Res	\$	173.61	615	LASHBURN
407	123870	Res	\$	170.31	1422	MOTT
408	146257	Res	\$	170.16	613	GRISWOLD
409	5700653	Res	\$	164.67	550	BRAND
410	5702478	Res	\$	163.39	1132	WARREN
411	105839	Res	\$	162.80	819	8TH
412	5700365	Res	\$	160.39	1441	PICO
413	5702313	Res	\$	159.85	829	FAYECROFT
414	5702119	Res	\$	157.63	1627	WARREN
415	5703167	Res	\$	154.97	429	NEWTON
416	5700905	Res	\$	153.39	1211	KEWEN
417	184999	Res	\$	153.39	427	MACLAY
418	5703552	Res	\$	152.63	538	HARDING
419	186067	Res	\$	152.63	1401	WOODWORTH
420	94928	Res	\$	150.63	908	MACLAY
421	90488	Res	\$	150.09	1202	GLENOAKS
422	190432	Res	\$	148.27	1317	LIBRARY
423	5702857	Res	\$	147.69	633	ALEXANDER
423 424	5702175	Res	\$ \$	147.63	1711	LUCAS
425			э \$			2ND
	166152 5702700	Res	φ	147.63	1610	
426 427		Res	\$	147.63	1157	BRAND
	5703359	Res	\$	147.63	433	MACNEIL
428	5702137	Res	\$	147.63	969	MEYER
429	92990	Res	\$	147.63	1426	CORONEL
430	187998	Res	\$	143.96	1719	7TH
431	159676	Res	\$	142.23	1040	BRAND
432	5700397	Res	\$	137.36	1623	PICO
433	5703921	Res	\$	135.39	1327	WOODWORTH
434	5700735	Res	\$	135.17	1031	MOTT
435	5700053	Res	\$	134.82	132	ALEXANDER
436	5700515	Res	\$	131.60	627	WOODWORTH
437	5700654	Res	\$	131.26	523	CHATSWORTH
438	5703857	Res	\$	130.39	1037	GRIFFITH
439	5702550	Res	\$	130.19	908	MACNEIL
440	5700804	Res	\$	128.99	556	KALISHER
441	5702973	Res	\$	128.65	637	WORKMAN
442	108421	Res	\$	128.53	860	BRAND
443	5700163	Res	\$	127.63	711	HOLLISTER
444	185377	Res	\$	124.60	721	MEYER
445	181544	Res	\$	122.23	1062	HUNTINGTON
446	166199	Res	\$	120.36	1128	7TH
447	100776	Res	\$	118.39	1237	HOLLISTER
448	5700085	Res	\$	118.39	221	HARDING
449	97139	Res	\$	117.46	513	WOLFSKILL
450	5701414	Res	\$	114.43	226	ORANGE GROVE
451	185689	Res	\$	114.43	617	GRISWOLD
452	5703813	Res	\$	112.46	702	PICO
453	189591	Res	\$	111.01	421	LAZARD
454	98685	Res	\$	110.02	927	7TH
455	5700683	Res	\$	109.86	1008	OMELVENY
456	181406	Res	\$	109.43	1406	CORONEL
457	184855	Res	\$	109.43	1017	NEWTON
458	130218	Res	\$	109.43	539	ALEXANDER
459	5702218	Res	\$	105.31	850	FERMOORE
460	5702362	Res	\$	104.43	821	GRISWOLD
461	131465	Res	\$	104.43	1947	PHILLIPPI

462	5702459	Res	\$	104.43	1404	WARREN
463	151555	Res	\$	104.43	1940	8TH
464	167297	Res	\$	104.43	1813	WARREN
465	5701494	Res	\$	103.59	1401	8TH
466	181682	Res	\$	103.30	1939	CHIVERS
467	110522	Res	\$	102.34	1239	WOODWORTH
468	5702891	Res	\$	102.27	731	HARPS
469	5702952	Res	\$	100.83	634	WORKMAN
470	5702381	Res	\$	100.31	1219	GLENOAKS
471	5701765	Res	\$	100.31	1623	FERMOORE
472	176351	Res	\$	100.00	1341	CORONEL
473	5701510	Res	\$	99.43	1619	8TH
474	5700570	Res	\$	99.43	632	GRIFFITH
475	5700772	Res	\$	99.43	1014	MOTT
476	167672	Res	\$ \$	99.43	1723	2ND
470 477	5703333	Res	э \$	99.43	437	BRAND
			э \$	99.43		WARREN
478	5702434	Res	э \$		1129	
479	5703280	Res		99.43	809	DE HAVEN
480	5700559	Res	\$	99.43	718	GRIFFITH
481	5703600	Res	\$	99.43	1718	4TH
482	149108	Res	\$	99.43	726	MACLAY
483	5700522	Res	\$	99.43	614	OMELVENY
484	5703145	Res	\$	99.43	602	GRISWOLD
485	5700157	Res	\$	99.43	636	HOLLISTER
486	95182	Res	\$	99.43	500	FAYECROFT
487	92758	Res	\$	99.43	1049	MACNEIL
488	180324	Res	\$	96.18	440	LAZARD
489	189691	Res	\$	95.19	323	MACNEIL
490	149523	Res	\$	94.43	906	NEWTON
491	154737	Res	\$	93.24	1131	7TH
492	5701934	Res	\$	92.83	1107	ORANGE GROVE
493	5701881	Res	\$	92.23	1915	KNOX
494	121098	Res	\$	91.35	1306	PICO
495	5701069	Res	\$	91.30	717	SAN FERNANDO MISSION
496	128615	Res	\$	90.31	726	BRAND
497	164718	Res	\$	90.07	532	FERMOORE
498	191229	Res	\$	86.71	1227	GLENOAKS
499	96866	Res	\$	85.72	607	HEWITT
500	5701964	Res	\$	84.16	2030	PHILLIPPI
501	5702463	Res	\$	84.16	1320	WARREN
502	5701749	Res	\$	84.16	1019	WORKMAN
503	188354	Res	\$	83.87	1239	WOODWORTH
504	185663	Res	\$	81.08	820	FERMOORE
505	192534	Res	\$	79.42	1349 1/2	GRIFFITH
506	5703458	Res	\$	79.16	1117	LIBRARY
507	5701864	Res	\$	79.16	1966	8TH
508	158127	Res	\$	79.16	652	4TH
509	176751	Res	\$	79.16	1120	WARREN
510	5702894	Res	\$	79.16	715	HARPS
511	5701416	Res	\$	78.85	214	ORANGE GROVE
512	189137	Res	\$	75.80	722	ORANGE GROVE
513	197451	Res	\$	75.64	1941	WARREN
514	5703689	Res	\$	74.16	521	WORKMAN
515	85902	Res	\$	74.16	413	HARPS
516	5701158	Res	\$	74.16	717	CORK
517	5701973	Res	\$	74.16	1970	PHILLIPPI
518	5701368	Res	\$	74.16	205	MEYER
519	5702245	Res	\$	74.16	856	HUNTINGTON

520	5700574	Res	\$ 74.16	610	GRIFFITH
521	5700858	Res	\$ 74.16	664	HUNTINGTON
522	5703126	Res	\$ 74.10	760	HUNTINGTON
523	190750	Res	\$ 73.88	1319	CORONEL ST
524	189478	Res	\$ 73.39	616	WOLFSKILL
525	5700298	Res	\$ 69.47	1607	CORONEL
526	5700508	Res	\$ 68.68	622	WOODWORTH
527	5701922	Res	\$ 66.23	1948	KNOX
528	5702164	Res	\$ 66.23	1926	WARREN
529	80611	Res	\$ 66.23	605	HOLLISTER
530	5703094	Res	\$ 66.23	622	MEYER
531	5700193	Res	\$ 66.23	1224	CORONEL
532	5701780	Res	\$ 66.23	1001	FERMOORE
533	104339	Res	\$ 66.23	601	PICO
534	193324	Res	\$ 66.23	452	HARPS
535	5700959	Res	\$ 66.23	1335	GRIFFITH
536	197072	Res	\$ 63.53	508	HARDING
537	166151	Res	\$ 61.23	1610	2ND
538	5701505	Res	\$ 61.23	1531	8TH
539	177340	Res	\$ 61.23	832	ALEXANDER
540	5703487	Res	\$ 61.23	509	HAGAR
541	5703612	Res	\$ 61.23	1803	4TH
542	5701275	Res	\$ 61.23	435	LAZARD
543	5700000	Res	\$ 61.23	218	JESSIE
544	5700200	Res	\$ 61.23	1211	HOLLISTER
545	5700203	Res	\$ 61.23	1115	HOLLISTER
546	169034	Res	\$ 61.23	962	HARDING
547	5702541	Res	\$ 61.23	840	MACLAY
548	125501	Res	\$ 61.23	851	HUNTINGTON
549	190893	Res	\$ 61.23	1960	7TH
550	5701500	Res	\$ 61.23	1207	HARDING
551	5702840	Res	\$ 61.23	754	ALEXANDER
552	5703033	Res	\$ 61.23	717	ORANGE GROVE
553	5702124	Res	\$ 61.23	1729	WARREN
554	192307	Res	\$ 61.23	651	WORKMAN
555	5703766	Res	\$ 61.23	439	HUNTINGTON
556	5700164	Res	\$ 61.23	507 1/2	WOLFSKILL
557	5701968	Res	\$ 61.23	2008	PHILLIPPI
558	108936	Res	\$ 61.23	1021	FERMOORE
559	5702720	Res	\$ 61.23	1171	MACNEIL
560	5703548	Res	\$ 61.23	551	HARPS
561	171795	Res	\$ 61.23	521	ALEXANDER
562	5700543	Res	\$ 60.39	702	KEWEN
563	98307	Res	\$ 60.31	1915	7TH
564	191225	Res	\$ 58.33	668	MACLAY
565	5700362	Res	\$ 57.63	1425	PICO
566	135217	Res	\$ 57.31	1241	HOLLISTER
567	5701265	Res	\$ 56.98	531	LAZARD
568	156568	Res	\$ 56.23	1006	KEWEN
569	5702511	Res	\$ 56.23	830	ALEXANDER
570	197333	Res	\$ 56.23	1012 1/2	KEWEN
571	5701649	Res	\$ 56.23	1117	MOUNTAIN VIEW
572	5700672	Res	\$ 56.23	707	BRAND
573	5702567	Res	\$ 56.23	919	MACNEIL
574	5702022	Res	\$ 56.23	1968	CHIVERS
575	5703832	Res	\$ 56.23	1340	HOLLISTER
576	5702692	Res	\$ 56.23	1040	MACNEIL
577	5703442	Res	\$ 56.23	927	5TH

578	123148	Res	\$	56.23	1124	MOUNTAIN VIEW
579	5701175	Res	\$	56.23	1613	PEARWOOD
580	5701838	Res	\$	56.23	1080	ORANGE GROVE
581	118426	Res	\$	56.23	1112	CORONEL
582	5702575	Res	\$	56.23	920	MACLAY
583	89015	Res	\$	56.23	1230	HEWITT
584	161207	Res	\$	56.23	743	LAZARD
585	5703036	Res	\$	56.23	701	ORANGE GROVE
586	5701176	Res	\$	56.23	1607	PEARWOOD
587	146857	Res	\$	56.23	652	HARDING
588	187928	Res	\$	56.23	772	BRAND
589	193805	Res	\$	56.23	1421	GRIFFITH
590	5701143	Res	\$	56.23	752	CORK
591	123480	Res	\$	56.23	467	FAYECROFT
592	156440	Res	\$	56.23	1413	7TH ST
593	186303	Res	\$	56.23	1103	HOLLISTER
594	5703146	Res	\$	56.23	556	GRISWOLD
595	5703967	Res	\$	56.23	650	GRISWOLD
596	5701622	Res	\$	56.23	1521	KNOX
597	5702318	Res	\$	56.23	2014	DONNAGLEN
598	192405	Res	\$	56.23	444	MEYER
599	5701397	Res	\$	56.23	222	LAZARD
600	5701250	Res	\$	56.23	462	LAZARD
601	5701684	Res	\$	56.23	1320	PHILLIPPI
602	164316	Res	\$	56.23	762	BRAND
603	5700262	Res	\$	56.23	1334	HOLLISTER
604	111607	Res	\$	56.23	1305	MOUNTAIN VIEW
605	5703346	Res	\$	56.23	414	MACNEIL
606	5703272	Res	\$	56.15	810	GLENOAKS
607	138677	Res	\$	55.63	762	KALISHER
608	5700778	Res	\$	55.47	1122	HEWITT
609	154718	Res	\$	53.35	616	CHATSWORTH
610	5702339	Res	\$	53.21	1033	GRISWOLD
611	197378	Res	\$	52.59	1404	HOLLISTER
612	159675	Res	\$	49.87	1420	CELIS
613	5700831	Res	\$	49.43	1410	HEWITT
614	5701218	Res	\$	49.23	557	ORANGE GROVE
615	5701860	Res	\$	49.23	2014	8TH
616	5702067	Res	\$	48.99	2002	7TH
617	197557	Res	φ \$	48.83	1941	7TH
618	162114	Res	φ \$	48.39	1336	KEWEN
619	138075	Res	φ \$	48.39	715	3RD
620	5700913	Res	\$	48.39	1125	KEWEN
621	127132	Res	\$ \$	47.99	1544	CORONEL
622			Ф \$		661	WORKMAN
623	5700986	Res		47.63	513	
624	192101	Res	\$	46.04		GRISWOLD
	5701166 197809	Res	\$	44.95 44.43	720	LASHBURN MOTT
625		Res	\$		616	
626	84760	Res	\$	44.21	402	ALEXANDER
627	5701172	Res	\$	44.18	806	LASHBURN
628	5702728	Res	\$	43.95	1103	MACNEIL
629	128107	Res	\$	43.84	913	LIBRARY
630	5704030	Res	\$	43.69	519	CHATSWORTH
631	5700453	Res	\$	43.20	643	HEWITT
632	5703178	Res	\$	41.92	537	NEWTON
633	153610	Res	\$	41.92	1037	MOTT
634	5701234	Res	\$	41.92	431	ORANGE GROVE
635	185347	Res	\$	41.92	759	N HUNTINGTON ST

636	185348	Res	\$ 41.92	757	N HUNTINGTON ST # N
637	5702584	Res	\$ 39.15	933	BRAND
638	5703939	Res	\$ 38.51	1062	HUNTINGTON
639	91949	Res	\$ 38.20	1825	KNOX
640	5702877	Res	\$ 36.92	652	HARPS
641	159063	Res	\$ 36.92	922	MORNINGSIDE
642	5701061	Res	\$ 36.92	1344	WOODWORTH
643	148632	Res	\$ 36.92	520	FAYECROFT
644	5703526	Res	\$ 36.85	502	HARPS
645	174879	Res	\$ 36.69	1825	8TH
646	109932	Res	\$ 36.31	1965	PHILLIPPI
647	125462	Res	\$ 36.23	1318	MOTT
648	5701001	Res	\$ 35.83	1223	MOTT
649	137435	Res	\$ 35.64	508	ORANGE GROVE
650	160094	Res	\$ 35.64	1208	MOUNTAIN VIEW
651	5703882	Res	\$ 34.16	1117	KEWEN
652	5703764	Res	\$ 32.99	429	HUNTINGTON
653	5701305	Res	\$ 31.71	521	MEYER
654	198225	Res	\$ 31.61	1036 1/2	HEWITT
655	198232	Res	\$ 31.61	1036	HEWITT
656	5703614	Res	\$ 30.41	1715	4TH



Sustainability in Action

June 13, 2023

Ms. Erica D. Melton
Director of Finance/City Treasurer
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

RE: Proposal for Bulk Sweep Service

Dear Ms. Melton,

Republic Service has proudly serviced the residents and businesses in the City of San Fernando, and we are pleased to offer the City of San Fernando with this proposal for the above-referenced scope of work.

Republic Services can modify the existing bulky item collection program and implement a citywide weekly sweep service for bulky items placed at the customer's set-out site and abandoned items disposed throughout the city. The citywide Bulk Sweep Service program will apply to residential and commercial customer locations, as well as public rights of way.

Republic Services could do the Bulk Sweep Service for a 13% Price Increase (PI) of \$48,312.56 per month for all services or 12% of \$44,596.21 per month if we exclude Franchise Fees. This service will include one new rear-load truck with a two-person team that would service the city daily. The proposed has a 1,400 ton per year cap, an additional \$50.00 per ton above 1,400 tons.

Below is a high-level cost breakdown, which does not include insurance, truck licensing, and other items.

Annual Tonnage Disposal Expense	\$64,740.00
Average Fuel Cost/Truck/Year	\$15,000.00
Average Maintenance Cost/Truck/Year	\$60,000.00
Total All Drivers Annual Wages (2 DR/HC)	\$270,000.00
Depreciation (Rear Load)	\$31,200.00
Franchise Fees	\$57,975.12
Total	\$498,915.12

Republic Serivces is proud to be a sustainablity partner with the City of San Fernando and is committed to assisting the City in compliance with State mandates, increasing diversion, being stewards of the environment, and active participants iwthin the San Fenando community.



Sustainability in Action

Thank you in advance for your favorable considration and please do not hesitate to contact me with any quesiton you may have upon receipt of this request.

Sincerely,

Mitch, Kopczyk General Manager, North Los Angeles Hauling Division Republic Serivces