

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, SEPTEMBER 18, 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](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

**CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING**

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

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

**Meeting ID: 833 6022 0211**

**Passcode: 924965**

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

## **SAN FERNANDO CITY COUNCIL**

**Regular Meeting Notice and Agenda – September 18, 2023**

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### **REPORT OUT FROM CLOSED SESSION**

### **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.

### **PRESENTATIONS**

- A. PRESENTATION OF A LEGACY AWARD FROM THE VALLEY ECONOMIC ALLIANCE FOR THE CITY'S DEDICATION AND UNWAVERING COMMITMENT TO FOSTERING ECONOMIC DEVELOPMENT IN THE SAN FERNANDO VALLEY
- B. INTRODUCTION OF NEW CITY EMPLOYEES

### **DECORUM AND ORDER**

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



## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – September 18, 2023**

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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](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting** to ensure distribution to the City Council and read into the record.

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

#### **CONSENT CALENDAR**

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

#### **1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:**

- |                               |                                |
|-------------------------------|--------------------------------|
| a. October 12, 2005 – Regular | d. June 13, 2006 - Special     |
| b. May 22, 2006 - Special     | e. September 5, 2023 - Special |
| c. May 30, 2006 - Special     |                                |

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

Recommend that the City Council adopt Resolution No. 23-092 approving the Warrant Register.

#### **3) PRESENTATION OF THE CITY'S 2023 LOCAL TRANSACTION TAX ANNUAL REPORT FOR MEASURES "A" AND "SF"**

Recommend that the City Council receive and file the 2023 Annual Report on the collection, management, and expenditure of the City's Local Transaction Tax Measures "A" and "SF", as required by the City Code.

#### **4) CONSIDERATION TO APPROVE A CONCEPTUAL DESIGN FOR THE LAS PALMAS PARK REVITALIZATION PROJECT**

Recommend that the City Council:

- a. Approve the conceptual design of the Las Palmas Park Revitalization Project that incorporates the design suggestions from the September 5, 2023 and September 18, 2023 meetings, and authorize RJM Design Group, Inc. to start developing bid documents for the construction of the project; and
- b. Authorize staff to prepare and release a Notice Inviting Bids and Request for Proposals for the construction of the Las Palmas Revitalization Project.

## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – September 18, 2023**

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**5) CONSIDERATION TO AUTHORIZE CONSTRUCTION CONTINGENCY, ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF THE NOTICE OF COMPLETION FOR PHASE 1 OF THE ANNUAL STREET RESURFACING PROJECT**

Recommend that the City Council:

- a. Authorize construction contingency of \$361,612 (10 percent) of the contract amount for use to complete final project payments in Phase 1 of the Annual Street Resurfacing Project;
- b. Accept the improvements as constructed by Toro Enterprises, Inc., and consider the work completed;
- c. Authorize the issuance and filing of the “Notice of Completion” with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- d. Authorize the release of the five percent retention amount (\$118,416.60) after the 35-day lien period from the date the Notice of Completion is recorded.

**6) CONSIDERATION TO APPROVE A CONTRACT WITH PARKING COMPANY OF AMERICA FOR PUBLIC TRANSPORTATION SERVICES**

Recommend that the City Council:

- a. Approve a Contractual Services Agreement (Contract No. 2197) with Parking Company of America in the amount of \$3,559,271 for a five-year term, with a City option to renew for two additional years for public transportation services ; and
- b. Authorize the City Manager to execute the agreement and all related documents.

### **ADMINISTRATIVE REPORTS**

**7) CONSIDERATION TO AWARD A CONTRACT SERVICES AGREEMENT TO GREAT WESTERN RECREATION FOR THE PIONEER PARK PLAYGROUND RENOVATION PROJECT**

Recommend that the City Council:

- a. Approve a Contract Services Agreement with Great Western Recreation, in an amount not to exceed \$362,863, for the Pioneer Park Playground Renovation Project through OMNIA Partners a Cooperative Purchasing Program; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – September 18, 2023**

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#### **8) DISCUSSION REGARDING CITY COUNCILMEMBERS' STATUTORY MAXIMUM SALARY AND OTHER BENEFITS AND PROVIDE STAFF WITH DIRECTION, AS APPROPRIATE**

Recommend that the City Council:

- a. Discuss the statutory maximum for City Councilmembers' current salary and benefits Resolution No. 8242 and Resolution Nos. 7973(a) and 7973; and
- b. Provide staff with direction, as appropriate.

#### **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 and the laws of the State of California the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

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Julia Fritz, City Clerk

Signed and Posted: September 15, 2023 (9:00 a.m.)

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*The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meeting s of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.*

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

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# **Regular Meeting San Fernando City Council**

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City Council:

Mayor Julie Ruelas

Mayor Pro Tem Nury Martinez

Councilmember Steven Veres

Councilmember Dr. José Hernández

Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING  
MINUTES**

**OCTOBER 12, 2005 – 5:30 P.M.**

**CITY COUNCIL CHAMBERS  
117 MACNEIL STREET, SAN FERNANDO, CA 91340**

**CALL TO ORDER/ROLL CALL**

Mayor Julie Ruelas called the meeting to order at 5:37 p.m.

The following persons were present:

**PRESENT:**

Council:	Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez, Councilmembers Steven Veres, José Hernández, Ph.D. and Maribel De La Torre (left at 7:34 p.m.)
City Treasurer:	Margarita Solis
Staff:	José E. Pulido, City Administrator; Michael Estrada, City Attorney; and Elena G. Chávez, City Clerk

**PLEDGE OF ALLEGIANCE**      Led by Mayor Julie Ruelas

**PUBLIC STATEMENTS – WRITTEN/ORAL**

Virginia Barragan spoke about selling City-owned property; urged City Council to consider their constituents and expressed frustration with the last City Council meeting due to in-fighting among Councilmembers.

Beverly DiTomeso spoke about selling City-owned property; noted the need to move forward carefully and urged City Council to listen to what the people want.

There were no other public comments and Mayor Ruelas closed this portion of the meeting.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – October 12, 2005**

**Page 2**

**NEW BUSINESS**

- 1) PACOIMA WASH: DISCUSSION OF FAIR MARKET VALUE APPRAISAL OF CITY-OWNED PROPERTY (APN 2519-026-90)

Councilmember Veres stated he agendaized item for discussion, provided background and addressed concerns from the Santa Monica Mountains Conservancy (SMMC) about the fair market value of City-owned property, referenced the property's appraisal and remarked on a property acquisitions grant (Proposition 50).

Discussion centered around public ownership versus sole ownership of the property, the City's investment in its yard, options for cost recovery, keeping the property as open space, and the different types of grants available.

Ms. Romero from SMMC clarified City Council's request was to determine the asking price for the property based on the new appraisal, for grant application purposes, and for future negotiations, with no sale proposed at this time.

Additional topics included joint authority with the 8th Street Project, returning the property to the City after improvement, the pros and cons of selling, and the proposed use of the open space.

Councilmember Veres mentioned the SMMC's good faith efforts, the 8th Street project, and the potential for the City to save money through the Conservancy's proposal.

A motion to set the asking price within the range of \$1 million to \$1.6 million failed, with opposition from Councilmembers Hernandez and Mayor Ruelas, and abstention from Mayor Pro Tem Martinez.

Discussion continued, focusing on community input, the need for a willing seller for the grant application, and determining a location for the City's yard.

Motion by Mayor Pro Tem Martinez, seconded by Councilmember Veres, to set an asking price for the City-owned property at no less than \$3 million. The motion failed with Councilmembers Hernandez and Mayor Ruelas, opposed and Councilmember De La Torre, abstaining. No further discussion was noted, and no action was taken by the City Council.

**SAN FERNANDO CITY COUNCIL**  
**SPECIAL MEETING MINUTES – October 12, 2005**  
**Page 3**

**ADJOURN TO CLOSED SESSION (7:38 p.m.)**

Motion by Councilmember Hernandez, seconded by Mayor Ruelas, to adjourn the meeting at 7:38 p.m. The motion carried, with Councilmember De La Torre, absent.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the special meeting of October 12, 2005, as approved by the San Fernando City Council.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 12, 2005 meeting as approved by the San Fernando City Council.

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Julia Fritz  
City Clerk

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City Council:

Mayor Nury Martinez

Mayor Pro Tem Julie Ruelas

Councilmember Steven Veres

Councilmember Dr. José Hernández

Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING  
MINUTES**

**May 22, 2006 – 6:00 P.M.**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Nury Martinez called the meeting to order at 6:04 p.m.

Present:

Council: Mayor Nury Martinez, Mayor Pro Tem Julie Ruelas, and Councilmembers Maribel De La Torre and Dr. Jose Hernandez

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrado, and City Clerk Elena G. Chávez

Absent: Councilmember Steven Veres

**APPROVAL OF AGENDA**

Motion by Councilmember Hernandez, seconded by Mayor Pro Tem Ruelas, to approve the agenda, as presented. The motion carried, unanimously.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There were no written or oral public statements.

**STUDY SESSION**

**1) FISCAL YEAR (FY) 2006-2007 – BUDGET STUDY SESSION PART IV**

Finance Director Lorena Quijano and staff presented details of recommended budgets for Revenues (Preliminary), City Treasurer, City Clerk, Public Works, and Enterprise Funds.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – May 22, 2006**

**Page 2**

Discussion followed regarding real property taxes, projected revenues and expenditures, planning for reserves, costs of mailing City newsletters and the Parks and Recreation brochure, swap meet revenues and challenges with parking, methodology for determining projected increases in revenues and expenses.

Discussion continued regarding automating agenda production and other processes, ongoing expenses including annual support fees, public access to records, records retention, equipment and personnel needs, the importance of tree maintenance, addressing graffiti, creating an abatement district in the mall area, required requests, staff training, parks maintenance and other expenses, costs for the trolley program and nitrate filtration systems, gap funding for the aquatics center, ongoing expenses related to the Metropolitan Water District (MWD), the need for a detailed analysis of water rate structures, analyzing water quality, planning for future droughts through water conservation, encouraging drought-tolerant landscaping, information available from the MWD and availability of recycled water.

**ADJOURNMENT**

Motion by Councilmember Hernandez, seconded by Mayor Pro Tem Ruelas, to adjourn the meeting at 8:12 p.m. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the May 22, 2006 City Council meeting as approved by the San Fernando City Council.

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Julia Fritz  
City Clerk



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City Council:

Mayor Nury Martinez

Mayor Pro Tem Julie Ruelas

Councilmember Steven Veres

Councilmember Dr. José Hernández

Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING  
MINUTES**

**May 30, 2006 – 6:00 P.M.**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Nury Martinez called the meeting to order at 6:00 p.m.

Present:

Council: Mayor Nury Martinez, Mayor Pro Tem Julie Ruelas (arrived 6:28 p.m.), and Councilmembers Maribel De La Torre, Dr. Jose Hernandez and Steven Veres (arrived 6:32 p.m., left 6:51 p.m.)

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrado, and City Clerk Elena G. Chávez

**APPROVAL OF AGENDA**

Motion by Councilmember Hernandez, seconded by Councilmember De La Torre, to approve the agenda, as presented. The motion carried, unanimously.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There were no written or oral public statements.

**STUDY SESSION**

**1) FISCAL YEAR (FY) 2006-2007 – BUDGET STUDY SESSION PART V**

City Administrator Jose E. Pulido and staff presented details of recommended budgets for Administration, Personnel, and Community Development.

**SAN FERNANDO CITY COUNCIL**

**SPECIAL MEETING MINUTES – May 30, 2006**

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Discussion followed regarding the Employee Recognition Dinner, the proposed salary for the Assistant Administrator, capitalizing on grant opportunities, clarification of the notary commission renewal, using tuition reimbursement as a bargaining tool, the temporary clerk position, employee training, graffiti mitigation, replacement of Code Enforcement vehicle, ADU and garage conversions, expected Housing funds and new developments.

**ADJOURNMENT**

Motion by Councilmember Hernandez, seconded by Mayor Martinez, to adjourn the meeting at 6:52 p.m. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 30, 2006 City Council meeting as approved by the San Fernando City Council.

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Julia Fritz  
City Clerk

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City Council:

Mayor Nury Martinez

Mayor Pro Tem Julie Ruelas

Councilmember Steven Veres

Councilmember Dr. José Hernández

Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING  
MINUTES**

**June 13, 2006 – 5:00 P.M.**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Nury Martinez called the meeting to order at 5:12 p.m.

Present:

Council: Mayor Nury Martinez, Mayor Pro Tem Julie Ruelas, and Councilmembers Maribel De La Torre (arrived 5:29 p.m.), Dr. Jose Hernandez and Steven Veres

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrado, and City Clerk Elena G. Chávez

**APPROVAL OF AGENDA**

Motion by Mayor Pro Tem Ruelas, seconded by Mayor Martinez, to approve the agenda, as presented. The motion carried, with Councilmember De La Torre, absent.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There were no written or oral public statements.

**STUDY SESSION**

**1) FISCAL YEAR (FY) 2006-2007 – BUDGET STUDY SESSION PART VII**

City Administrator Jose E. Pulido and staff presented details of recommended budgets for General Fund, Special Funds and RDA.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – June 13, 2006  
Page 2**

Discussion followed regarding General Fund Reserves, CDBG funds; the Getty Grant, costs of a City-wide Bicycle Master Plan; creating a policy to set a 15% reserve; the need for additional emergency and Code Enforcement resources; authorizing an additional 30 hours per week for a Code Enforcement position; developing a Code Enforcement Hotline; the North/South Alley Improvement Project; the Housing Inspection Program; Project Area 2; and, the Traffic Safety Fund, moving forward with a parking study in the Downtown area and setting aside \$60,000 for a parking study.

**ADJOURNMENT**

Motion by Councilmember Hernandez, seconded by Mayor Martinez, to adjourn the meeting at 6:38 p.m. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 13, 2006, meeting as approved by the San Fernando City Council.

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Julia Fritz  
City Clerk

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**CITY OF SAN FERNANDO  
CITY COUNCIL MINUTES**

**SEPTEMBER 5, 2023 – 5:00 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Celeste T. Rodriguez called the meeting to order at 5:00 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza (arrived at 5:08 p.m.),  
and Councilmembers Cindy Montañez (arrived at 5:01 p.m.), Joel Fajardo and  
Mary Solorio

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

Absent: None

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS** None

**RECESS TO CLOSED SESSION (5:01 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

Vice Mayor Mendoza and Councilmember Montañez arrived directly into Closed Session.

A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4)  
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION:

Two (2) Matters

**SAN FERNANDO CITY COUNCIL**

**MINUTES – Special Meeting September 5, 2023**

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

Case Name: Zuniga v. City of San Fernando  
Case No.: 22STCV12054

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

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

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated Item No. A was not considered for discussion and regarding Item Nos. B and C stated there were no reportable actions.

**ADJOURNMENT (6:00 p.m.)**

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of the September 5, 2023, 2023, Special Meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk



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

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

**Date:** September 18, 2023

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

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 23-092 (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. 23-092, including:
  - Exhibit A: Payment Demands/Voucher List

**RESOLUTION NO. 23-092**

**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. 23-092**

**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 18<sup>th</sup> day of September 2023.

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

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-092, 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 18<sup>th</sup> day of September, 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 September, 2023.

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Julia Fritz, City Clerk

vchlist 09/14/2023 9:23:32AM		Voucher List CITY OF SAN FERNANDO				Page: 1
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232815	9/18/2023	894194 4LEAF, INC	J4163B	12999	ON-CALL COMMUNITY PRES. SERVS F 001-152-0000-4270	12,842.50
					<b>Total :</b>	<b>12,842.50</b>
232816	9/18/2023	892287 99 CLEANERS	D54444		DRY CLEANING-TABLE CLOTHES FOR 004-2380	75.00
					<b>Total :</b>	<b>75.00</b>
232817	9/18/2023	894406 ADVANCE AUTO PARTS	8681321510215		VEHICLE MAINT - PW3985 041-320-0311-4400	14.01
			8681322751174		VEHICLE MAINT - E1174550 041-320-0000-4450	59.08
			8681323045546		VEHICLE MAINT - EL1657 041-320-0370-4400	77.12
			8681323427865		VEHICLE MAINT - PD8863 041-320-0225-4400	168.78
			8681323445689		VEHICLE MAINT - EL1657 041-320-0370-4400	63.92
					<b>Total :</b>	<b>382.91</b>
232818	9/18/2023	894315 AG LAWNMOWER SHOP	0119	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 001-346-0000-4300	74.32
					<b>Total :</b>	<b>74.32</b>
232819	9/18/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		SENIOR LP PARK BINGO PRIZES 004-2346	121.78
					<b>Total :</b>	<b>121.78</b>
232820	9/18/2023	100143 ALONSO, SERGIO	AUG 2023	12730	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260	840.00
					<b>Total :</b>	<b>840.00</b>
232821	9/18/2023	887695 AL'S KUBOTA TRACTOR	259509		MISC ITEMS FOR VEHICLE MAINTS 041-320-0390-4400	203.86
					<b>Total :</b>	<b>203.86</b>

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232822	9/18/2023	894078 AMERICAN BUSINESS BANK	009		5% RETENTION HELD-UPPER RESV/R 010-2037	15,466.25
			P17		5% RETENTION HELD-SF REGIONAL P 010-2037	14,150.05
					<b>Total :</b>	<b>29,616.30</b>
232823	9/18/2023	100188 ANDY GUMP INC.	INV1044052	13005	PORTABLE RESTROOM SERV FOR CIT 070-384-0000-4260	336.34
			INV1044053		PORTABLE RESTROOM SERV FOR CIT 043-390-0000-4260	336.49
			INV1053050	13005	PORTABLE RESTROOM SERV FOR CIT 043-390-0000-4260	336.49
			INV1053051	13005	PORTABLE RESTROOM SERV FOR CIT 070-384-0000-4260	336.34
			INV1058437	13005	PORTABLE RESTROOM SERV FOR CIT 043-390-0000-4260	123.00
			INV1061196	13005	PORTABLE RESTROOM SERV FOR CIT 043-390-0000-4260	336.49
			INV1061197	13005	PORTABLE RESTROOM SERV FOR CIT 070-384-0000-4260	336.34
					<b>Total :</b>	<b>2,141.49</b>
232824	9/18/2023	100025 APWA	17952		APWA RENEWAL (5 MEMBERS) 08/2023 001-310-0000-4380	1,193.75
					<b>Total :</b>	<b>1,193.75</b>
232825	9/18/2023	892412 AT&T MOBILITY	287297930559X0810202		MDT MODEMS-PD UNITS JULY 2023 001-222-0000-4220	1,010.78
					<b>Total :</b>	<b>1,010.78</b>
232826	9/18/2023	894446 ATLAS POWERSPORTS	314	12942	PURCHASE OF A KAWASAKI MULE SX- 001-311-0000-4500	11,623.14
					<b>Total :</b>	<b>11,623.14</b>
232827	9/18/2023	892426 BEARCOM	5581136	13001	MAINTENANCE AGREEMENT FOR RAD 070-385-0000-4260	1,004.57
					072-360-0000-4260	879.00

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232827	9/18/2023	892426 BEARCOM	(Continued)			
			5595495	13001	043-390-0000-4260	1,255.71
				13001	001-135-0000-4260	9,417.85
					MAINTENANCE AGREEMENT FOR RAD	
				13001	070-385-0000-4260	1,004.57
				13001	072-360-0000-4260	879.00
				13001	043-390-0000-4260	1,255.71
				13001	001-135-0000-4260	9,417.85
					<b>Total :</b>	<b>25,114.26</b>
232828	9/18/2023	893591 BIOMEDICAL WASTE DISPOSAL	129064		BIOMEDICAL WASTE PICK UP & DISPO	
					001-222-0000-4260	110.00
					<b>Total :</b>	<b>110.00</b>
232829	9/18/2023	893942 BOARD OF STATE AND	YRG CHORT 1		UNSPENT FUNDS-BSCC YOUTH REINV	
					110-3696-3649	71,280.00
					<b>Total :</b>	<b>71,280.00</b>
232830	9/18/2023	893940 BOB BARKER COMPANY	INV1933161		INMATES/JAIL SUPPLIES	
					001-225-0000-4350	156.32
					<b>Total :</b>	<b>156.32</b>
232831	9/18/2023	888800 BUSINESS CARD	082823		SUPPLIES-EMPLOYEE FAMILY FUN DA	
			082823		001-105-0000-4300	343.57
			082923		2-PERSON DESK NVCS OUTREACH TE	
					001-155-0000-4300	231.51
			083123		OFFICE FURNITURE-DEPUTY CITY MG	
					001-107-0000-4300	220.49
			083123-1		MEMBERSHIP RENEWAL	
					001-130-0000-4380	130.00
			083123-2		SUPPLIES-SENIOR CLUB DANCE	
					004-2380	28.65
			090123		ACRYLIC PRIVACY PANEL	
					001-107-0000-4300	188.34
			090123		CITY EMAIL-SEPT 2023	
					001-135-0000-4260	2,017.18
					POSTS BOOSTS	

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232831	9/18/2023	888800 BUSINESS CARD	(Continued)			
			090123-1		001-424-0000-4260	159.87
			090123-2		LARGE BULLETIN BOARD DISPLAY	
					001-101-0000-4300	782.76
			090423-1		EQUIP FOR COMM FITNESS CLASSES	
					017-420-1337-4300	397.50
			090423-2		SUPPLIES FOR COMM ENGAGEMENT I	
					001-105-0000-4300	63.77
					INDUSTRIAL LABEL MAKER & LABEL R	
					001-135-0000-4300	184.36
					<b>Total :</b>	<b>4,748.00</b>
232832	9/18/2023	888800 BUSINESS CARD	083123		FINANCE CHARGES	
					001-190-0000-4435	344.59
					<b>Total :</b>	<b>344.59</b>
232833	9/18/2023	888800 BUSINESS CARD	082823		LODGING-LACPCA STRATEGIC PLANN	
			083123-1		001-222-0000-4370	310.12
					FINANCE CHARGES	
					001-190-0000-4435	30.68
					<b>Total :</b>	<b>340.80</b>
232834	9/18/2023	887810 CALGROVE RENTALS, INC.	175196-1		RENTAL OF GENERATOR & LIGHT TOW	
			175441-1	12947	001-424-0000-4300	353.15
				12947	RENTAL OF GENERATOR & LIGHT TOW	
					001-424-0000-4300	366.47
					<b>Total :</b>	<b>719.62</b>
232835	9/18/2023	100553 CALIFORNIA NARCOTIC OFFICERS'	R88753		RGSTR-DRUGGED DRIVING INVESTIG	
					001-225-0000-4360	225.00
					<b>Total :</b>	<b>225.00</b>
232836	9/18/2023	891860 CARL WARREN & COMPANY	20278-20304		REIMB. TO ITF ACCT (LIABILITY CLAIM	
					006-1037	54,690.32
					<b>Total :</b>	<b>54,690.32</b>
232837	9/18/2023	103948 CDW GOVERNMENT, INC.	LP50792		MICROSOFT SURFACE PRO 9, KEYBO	

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232837	9/18/2023	103948 CDW GOVERNMENT, INC.	(Continued)	12996	001-130-0000-4300	1,765.17
					<b>Total :</b>	<b>1,765.17</b>
232838	9/18/2023	103814 CERVANTES, JORGE	TRAVEL-2		PER DIEM-POST SUPERVISORY COUR	245.00
					001-224-0000-4360	245.00
					<b>Total :</b>	<b>245.00</b>
232839	9/18/2023	894010 CHARTER COMMUNICATIONS	196309072323		INTERNET SERVICES-08/23-09/22	1,399.00
			22220082923		001-190-0000-4220	136.93
					CITY HALL CABLE SERVICES-08/29-09/	1,535.93
					043-390-0000-4260	
					<b>Total :</b>	<b>1,535.93</b>
232840	9/18/2023	100713 CITY OF GLENDALE	2561		WATER MASTER-ULARA (APR'23-JUN'2	4,396.04
					070-381-0000-4270	4,396.04
					<b>Total :</b>	<b>4,396.04</b>
232841	9/18/2023	101957 CITY OF LOS ANGELES, FIRE DEPT	SF240000003		FIRE SERVICES-OCT 2023	259,973.64
					001-500-0000-4260	259,973.64
					<b>Total :</b>	<b>259,973.64</b>
232842	9/18/2023	103029 CITY OF SAN FERNANDO	5534-5549		REIMB. TO WORKER'S COMP ACCT	10,159.50
					006-1038	10,159.50
					<b>Total :</b>	<b>10,159.50</b>
232843	9/18/2023	890893 CITY OF SAN FERNANDO	SEPT 2023		CITY PROPERTY UTILITY BILLS	9,030.87
					043-390-0000-4210	9,030.87
					<b>Total :</b>	<b>9,030.87</b>
232844	9/18/2023	890893 CITY OF SAN FERNANDO	AUG 2023		COMMISSIONER'S STIPEND DONATION	100.00
					001-420-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
232845	9/18/2023	893824 COMPLETE OFFICE	4066406-0		OFFICE SUPPLIES	527.55
					001-222-0000-4300	527.55
					<b>Total :</b>	<b>527.55</b>

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232846	9/18/2023	100805 COOPER HARDWARE INC.	134977	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	48.05
				12986	070-383-0000-4310	50.47
			135070	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	62.31
					070-384-0000-4310	
			135088	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	4.89
					070-384-0000-4310	
			135093	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	66.77
					070-383-0000-4310	
			135107	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	52.54
					043-390-0000-4300	
			135149	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	29.27
					070-384-0000-4310	
			135183	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	34.02
					043-390-0000-4300	348.32
					<b>Total :</b>	<b>348.32</b>
232847	9/18/2023	892687 CORE & MAIN LP	S568163	13014	WATER METERS, FIRE SERVICE MATL'	314.94
			T166057	13014	WATER METERS, FIRE SERVICE MATL'	2,889.85
			T211294	13014	WATER METERS, FIRE SERVICE MATL'	1,114.63
					070-385-0700-4600	
			T252276	13014	WATER METERS, FIRE SERVICE MATL'	3,716.34
					070-385-0700-4600	
			T287369	13014	WATER METERS, FIRE SERVICE MATL'	447.08
					070-385-0700-4600	8,482.84
					<b>Total :</b>	<b>8,482.84</b>
232848	9/18/2023	101982 COUNTY OF LOS ANGELES	FY23/24		FY23/24 SFVCOG DUES	12,500.00
					001-190-0000-4380	12,500.00
					<b>Total :</b>	<b>12,500.00</b>
232849	9/18/2023	887121 DELL MARKETING L.P.	10694985589	12997	6 OPTIPLEX SMALL FORM FACTOR (PL	8,490.86
					001-130-0000-4300	8,490.86
					<b>Total :</b>	<b>8,490.86</b>

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232850	9/18/2023	100930 DEPARTMENT OF CONSERVATION	APR-JUNE 2021		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	374.38
			APR-JUNE 2022		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	522.02
			APR-JUNE 2023		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	415.64
			JAN-MAR 2022		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	401.54
			JAN-MAR 2023		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	497.94
			JULY-SEPT 2021		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	250.16
			JULY-SEPT 2022		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	578.99
			OCT-DEC 2021		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	1,736.50
			OCT-DEC 2022		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	17,615.70
					<b>Total :</b>	<b>22,392.87</b>
232851	9/18/2023	894040 DKF SOUTIONS GROUP LLC	21618		REGISTRATION-ELECTIC SAFETY TRA/ 001-370-0000-4360	760.00
					<b>Total :</b>	<b>760.00</b>
232852	9/18/2023	894545 ECHELON K9, LLC	748		CANINE PROGRAM MANAGEMENT 001-225-0000-4360	600.00
					<b>Total :</b>	<b>600.00</b>
232853	9/18/2023	892741 ELECTRIC GATE STORE, INC	281474		MAT'L'S FOR GATE REPAIR 043-390-0000-4300	228.03
					<b>Total :</b>	<b>228.03</b>
232854	9/18/2023	103851 EVERSOF, INC.	R2392804		WATER SOFTENER RENTAL-WELL2A 070-384-0000-4260	53.14
					<b>Total :</b>	<b>53.14</b>
232855	9/18/2023	101144 FANTASY FLOWERS & BALLOONS	083023		CONDOLENCES ARRANGEMENTS	

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232855	9/18/2023	101144 FANTASY FLOWERS & BALLOONS	(Continued)		004-2380	108.73
					<b>Total :</b>	<b>108.73</b>
232856	9/18/2023	101147 FEDEX	8-234-65961		COURIER SERVICES 001-190-0000-4280	80.86
					<b>Total :</b>	<b>80.86</b>
232857	9/18/2023	893029 FERGUSON WATERWORKS #1083	0014571-1	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	689.48
			13549	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	16.54
			14571	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	277.69
			14571-2	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	224.51
			14767	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	83.34
			14922	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	1,085.90
					<b>Total :</b>	<b>2,377.46</b>
232858	9/18/2023	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER 070-384-0000-4220	28.93
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	35.91
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	138.44
			818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	44.71
			818-365-5097-120298		PD NARCOTICS VAULT 001-222-0000-4220	44.30
			818-837-1509-032207		PW PHONE LINE 001-190-0000-4220	44.71
			818-838-4969-021803		PD ALARM PANEL 001-222-0000-4220	136.05

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232858	9/18/2023	892198 892198 FRONTIER COMMUNICATIONS	(Continued)			Total : 473.05
232859	9/18/2023	892173 FS CONTRACTORS, INC.	3214	12781	RESERVOIR 2A/5 SITE IMPROVEMENT 070-385-0859-4600 070-2037	117,019.65 -5,850.98 Total : 111,168.67
232860	9/18/2023	888728 GALLEGOS, ROBERT	REIMB.		TUITION REIMB-SUPERVISION IN LAW 001-225-0000-4365	675.00 Total : 675.00
232861	9/18/2023	101273 GARCIA, PATTY	REIMB.		SUPPLIES-CITY BIRTHDAY & SUMMER 004-2385	278.61 Total : 278.61
232862	9/18/2023	894351 GARCIA, VICTORIA	SEPT 2023		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
232863	9/18/2023	894543 GARNICA, SANDRA	1617201		FACILITY RENTAL REFUND-EVENT CA 001-3777-0000	75.00 Total : 75.00
232864	9/18/2023	894494 GOGOV INC.	23-256	12969	CITY MOBILE APP - VIRTUAL SAN FER 121-105-3689-4270	10,080.00 Total : 10,080.00
232865	9/18/2023	894420 GOLDEN WEST TRAILERS SALES LLC	33435	12943	PURCHASE OF 2023 HEAVY DUTY DUM 001-311-0000-4500	17,957.45 Total : 17,957.45
232866	9/18/2023	889352 GOMEZ, ADRIANA B.	SEPT 2023		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
232867	9/18/2023	894540 GONZALEZ, GUILLERMO	100		(25) MMAP METHOD BOOKS 004-2359	375.00

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232867	9/18/2023	894540 894540 GONZALEZ, GUILLERMO	(Continued)			Total : 375.00
232868	9/18/2023	892550 GOVEA, DAVID	AUG 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
232869	9/18/2023	893344 GRAND ELECTRICAL SUPPLY	201625		ITEMS FOR CITY DEPUTY OFFICE 001-107-0000-4300	10.19 Total : 10.19
232870	9/18/2023	894407 GRAYBAR FINANCIAL SERVICES	15295500		VOIP MONTHLY LEASE PYMNT-SEPT2 001-190-0000-4220 001-222-0000-4220 001-420-0000-4220 070-384-0000-4220	944.53 944.54 404.80 404.80 Total : 2,698.67
232871	9/18/2023	894512 GUILLEN, JEANETTE	REIMB.		SUPPLIES-SENIOR CLUB EVENT 004-2382 001-420-0000-4390	53.14 4.98 Total : 58.12
232872	9/18/2023	101434 GUZMAN, JESUS ALBERTO	AUG 2023	12732	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260	1,200.00 Total : 1,200.00
232873	9/18/2023	101435 HAAKER EQUIPMENT COMPANY	M1A0BH	12945	HYDRO TEK HOT & COLD WATER PRE 023-311-0000-4600	23,768.60 Total : 23,768.60
232874	9/18/2023	890594 HEALTH AND HUMAN RESOURCE	E0301602		EAP-OCT 2023 001-106-0000-4260	250.90 Total : 250.90
232875	9/18/2023	893817 HERNANDEZ MOLINA, MARIO ALBERTO	AUG 2023	12733	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260	600.00 Total : 600.00

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232876	9/18/2023	892330 INTERNATIONAL BUSINESS, INFORMATION TI	INV-002250		LEFTA ANNUAL IT SUPPORT 001-135-0000-4260	1,166.99 <b>1,166.99</b>
232877	9/18/2023	893275 INTERWEST CONSULTING GROUP	87101 90382 90392	12940 12634	CONTRACTED PLANNING SERVICES 001-150-0000-4270 ON CALL BUILDING INSPECTION SERV 001-140-0000-4270 CONTRACTED PLANNING SERVICES 001-150-0000-4270	23,757.50 8,305.00 6,718.75 <b>38,781.25</b>
232878	9/18/2023	894212 INVESTIGATIVE POLYGRAPH	443	12738	BACKGROUND INVESTIGATIVE SERV 001-222-0000-4270	675.00 <b>675.00</b>
232879	9/18/2023	891777 IRRIGATION EXPRESS	15277408-00 15277746-00 15279010-00	12988 12988 12988	IRRIGATION SUPPLIES FOR REPAIRS & 070-384-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS & 070-384-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS & 070-384-0000-4300	309.87 111.43 161.85 <b>583.15</b>
232880	9/18/2023	894478 JL GROUP, LLC	23019JL.1 23028JK.1	12968 12968	INTERNAL INVESTIGATIONS 001-112-0000-4270 INTERNAL INVESTIGATIONS 001-112-0000-4270	10,391.62 25,262.05 <b>35,653.67</b>
232881	9/18/2023	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-41-2	12145	UPPER RESERVOIR REPL CONST. MI 070-385-0716-4600	62,466.80 <b>62,466.80</b>
232882	9/18/2023	894007 KARINA SWEEPING COMPANY	0017 0018	13020	JULY'23-SWEEPING SERVICES- CITY C 023-311-0000-4260 AUG'23-SWEEPING SERVICES- CITY O	7,440.00

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232882	9/18/2023	894007 KARINA SWEEPING COMPANY	(Continued)	13020	023-311-0000-4260	7,440.00 <b>14,880.00</b>
232883	9/18/2023	894539 KIM, SOON	838357		LINE DANCE REFUND-CLASS CANCEL 017-3770-1337	25.00 <b>25.00</b>
232884	9/18/2023	101852 LARRY & JOE'S PLUMBING	2267548-0001-02		PARTS FOR WELL 3 PLANT NO 1&2 070-384-0000-4300	638.09 <b>638.09</b>
232885	9/18/2023	893218 LAZARO, ERNESTO	JULY 2023	12734	MARIACHI MASTER APPRENTICE INST 109-424-3637-4260	1,920.00 <b>1,920.00</b>
232886	9/18/2023	101901 LESMEZ, ARTHUR	REIMB.		ARPOC ANNUAL CONFERENCE 001-226-0000-4360	825.22 <b>825.22</b>
232887	9/18/2023	101920 LIEBERT CASSIDY WHITMORE	248219 248220 248221 248222 248223 248224 248225		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270	3,072.00 332.00 66.00 66.00 165.00 1,412.50 66.00 <b>5,179.50</b>
232888	9/18/2023	101974 LOS ANGELES COUNTY	JULY 2023		ANIMAL CARE & CONTROL SERVICES-	

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232888	9/18/2023	101974 LOS ANGELES COUNTY	(Continued)	13019	001-190-0000-4260	6,616.28
					<b>Total :</b>	<b>6,616.28</b>
232889	9/18/2023	892477 LOWES	9747-01394		SAND BAGS	
			9747-01503		001-311-0000-4300	394.20
			9747-01504		CARBON MONOXIDE ALARMS	
			9747-01522		043-390-0000-4300	247.32
			9747-01981		FIRE EXTINGUISHERS-PD UNITS	
			9754-01770		041-320-0225-4400	320.09
			9754-01897		MATL'S FOR IRRIG REPAIRS	
					043-390-0000-4300	68.19
					MATL'S FOR LAYNE PARK FENCE REPA	
					043-390-0000-4300	153.26
					TOOLS & SUPPLIES FOR MAINT & SAF	
					070-384-0000-4320	652.73
					MISC ITEMS	
					070-383-0000-4310	98.74
					<b>Total :</b>	<b>1,934.53</b>
232890	9/18/2023	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	37.68
					<b>Total :</b>	<b>37.68</b>
232891	9/18/2023	102148 METROPOLITAN WATER DISTRICT	11214	12976	DELIVERY OF TREATED WATER	
					070-384-0000-4450	346,417.40
					<b>Total :</b>	<b>346,417.40</b>
232892	9/18/2023	894310 MLA GREEN INC	19179	12853	CONSTRUCTION SUPPORT FOR PACO	
					012-311-0551-4600	2,919.75
					<b>Total :</b>	<b>2,919.75</b>
232893	9/18/2023	893343 MOHR, NICOLE	AUG 2023		COMMISSIONER'S STIPEND	
			SEPT 2023		001-420-0000-4111	100.00
					COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					<b>Total :</b>	<b>200.00</b>

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232894	9/18/2023	892353 MOORE IACOFANO, GOLTSMAN, INC.	0081593	12400	DESIGN FOR LAYNE PARK REVITALIZA	
			0082141	12400	010-420-3669-4600	4,136.50
					DESIGN FOR LAYNE PARK REVITALIZA	
					010-420-3669-4600	607.50
					<b>Total :</b>	<b>4,744.00</b>
232895	9/18/2023	894544 MORALES, KATELYN	REIMB.		TUITION REIMB-BUS. REAL ESTATE CC	
			REIMB.		001-106-0000-4365	295.00
					TUTION REIMB.- MANAGERIAL ACCTIN	
					001-106-0000-4365	295.00
					<b>Total :</b>	<b>590.00</b>
232896	9/18/2023	893454 NACHO'S ORNAMENTAL INC	INV357594		POLES FOR NEW SIGNS-PACOIMA WA	
					043-390-0000-4300	47.03
					<b>Total :</b>	<b>47.03</b>
232897	9/18/2023	892916 NADA BUS INC	51484	13021	BUS TRANSPORTATION FOR (3) SENIC	
					004-2383	2,035.00
					<b>Total :</b>	<b>2,035.00</b>
232898	9/18/2023	102324 NEGRETE, CONNIE	REIMB.		WORK BOOTS & RGSTR-GWC MAT'L C	
					001-152-0000-4325	88.77
					001-152-0000-4360	106.00
					<b>Total :</b>	<b>194.77</b>
232899	9/18/2023	893405 NEW HORIZON	2358344		LP PHONE SERIVS-SEPT 2023	
					001-420-0000-4220	329.26
					<b>Total :</b>	<b>329.26</b>
232900	9/18/2023	102423 OCCU-MED, INC.	0923901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	1,116.75
					<b>Total :</b>	<b>1,116.75</b>
232901	9/18/2023	894100 ODP BUSINESS SOLUTIONS , LLC	322494542001		OFFICE SUPPLIES	
			322526400001		070-384-0000-4310	501.23
			322526401001		OFFICE SUPPLIES	
					070-384-0000-4310	46.29
					OFFICE SUPPLIES	

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232901	9/18/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			325507553001		070-384-0000-4310 OFFICE SUPPLIES	53.55
			326877246001		070-381-0000-4300 OFFICE SUPPLIES	80.54
			326995650001		001-222-0000-4300 OFFICE SUPPLIES	44.21
			327108198001		070-384-0000-4310 OFFICE SUPPLIES	156.37
			327235124001		001-222-0000-4300 OFFICE SUPPLIES	177.63
			327322982001		070-384-0000-4310 OFFICE SUPPLIES	5.35
			327325777001		001-222-0000-4300 OFFICE SUPPLIES	48.98
			327325779001		001-222-0000-4300 OFFICE SUPPLIES	2.69
			327325780001		001-222-0000-4300 OFFICE SUPPLIES	31.98
			327563407001		001-222-0000-4300 ITEM RETURNED	25.89
					001-222-0000-4300	-106.93
					<b>Total :</b>	<b>1,067.78</b>
232902	9/18/2023	894123 OLIVAREZ MADRUGA LAW	22915		LEGAL SERVICES	
					001-110-0000-4270	27,100.53
					<b>Total :</b>	<b>27,100.53</b>
232903	9/18/2023	894024 ORTIZ ENTERPRISES, INC.	P17		SF REGIONAL PARK INFILTRATION PR	
				12650	010-310-0645-4600	1,950.00
				12650	010-310-0620-4600	171,550.00
				12650	010-310-0764-4600	109,501.00
					010-2037	-14,150.05
					<b>Total :</b>	<b>268,850.95</b>
232904	9/18/2023	894056 PACIFIC HYDROTECH CORPORATION	009		UPPER RESERVOIR REPLACEMENT PI	
				12642	010-385-0716-4600	309,325.00

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232904	9/18/2023	894056 PACIFIC HYDROTECH CORPORATION	(Continued)			
					010-2037	-15,466.25
					<b>Total :</b>	<b>293,858.75</b>
232905	9/18/2023	894290 PBLA BOOTH	90511693289100144		PHOTO BOOTH-CITYWIDE FAMILY FUN	
					001-105-0000-4300	250.00
					<b>Total :</b>	<b>250.00</b>
232906	9/18/2023	894306 QUENCH USA, INC.	INV06232798		DRINKING WATER	
					001-222-0000-4300	109.15
					<b>Total :</b>	<b>109.15</b>
232907	9/18/2023	894445 REALTECH CONTROLS, LLC	COSF-032223-02		NITRATE SENSOR FOR WELL 2A	
				12930	070-384-0000-4300	5,452.21
					<b>Total :</b>	<b>5,452.21</b>
232908	9/18/2023	892300 RJM DESIGN GROUP, INC	35863		DESIGN FOR LP PARK REVITALIZATION	
				12925	010-422-0156-4600	14,903.82
					<b>Total :</b>	<b>14,903.82</b>
232909	9/18/2023	887296 ROBLED0, OLIVIA	AUG 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
232910	9/18/2023	894536 RODRIGUEZ, ANGELA	58-0048-03		WATER ACCT REFUND-733 N MACLAY	
					070-2010	12.13
					<b>Total :</b>	<b>12.13</b>
232911	9/18/2023	894241 RODRIGUEZ, LAUREL A.	AUG 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
232912	9/18/2023	894534 RODRIGUEZ, ZOE	SEPT 2023		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
232913	9/18/2023	894537 ROSALES, MARLENNE	52-4262-02		WATER ACCT REFUND-851 N HUNTING	
					070-2010	28.60

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232913	9/18/2023	894537 894537 ROSALES, MARLENNE	(Continued)			Total : 28.60
232914	9/18/2023	894041 SAFETY NETWORK	TS-16712		GRAFFITI WIPES 001-312-0000-4300	680.05 Total : 680.05
232915	9/18/2023	892856 SALAS, JUAN	REIMB.		SUPPLIES FOR LP PARK 001-422-0000-4300 001-420-0000-4390	57.16 3.67 Total : 60.83
232916	9/18/2023	891253 SAN FERNANDO SMOG TEST ONLY	2000 2001		SMOG TEST-E1185786 041-320-0000-4450 SMOG TEST-E1174550 041-320-0000-4450	65.00 65.00 Total : 130.00
232917	9/18/2023	103057 SAN FERNANDO VALLEY SUN	12031		PUBL NOTICE-TARGET ZCA ALCOHOL 001-150-0000-4230	162.00 Total : 162.00
232918	9/18/2023	102967 SCOTT FAZEKAS & ASSOCIATES INC	22558		PLAN CHECK CONSULTANT SERVICES 001-2698	3,382.41 Total : 3,382.41
232919	9/18/2023	894538 SILVA, VICENTE	54-2490-00		WATER ACCT REFUND-918 MACNEIL 070-2010	4.86 Total : 4.86
232920	9/18/2023	103184 SMART & FINAL	0155 0195 0374		WATER FOR SENIOR PROGRAM 004-2346 BREAK ROOM SUPPLIES 001-422-0000-4300 BREAK ROOM SUPPLIES 001-222-0000-4300	1.29 61.92 100.71 Total : 163.92
232921	9/18/2023	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS-CNG STATION	

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232921	9/18/2023	103206 SOUTHERN CALIFORNIA GAS CO.	(Continued)		074-320-0000-4402	11,360.81 Total : 11,360.81
232922	9/18/2023	893935 STAGE PLUS INC	363723-1_SANFER 3 364323-1 364523-1_SANFER 4 364923-1_SANFER 5	12995 12995 12995 12995	STAGE AND AUDIO SERVICES FOR (7) 001-424-0000-4260 STAGE AND AUDIO SERVICES FOR (7) 001-424-0000-4260 STAGE AND AUDIO SERVICES FOR (7) 001-424-0000-4260 STAGE AND AUDIO SERVICES FOR (7) 001-424-0000-4260	6,228.00 600.00 6,228.00 6,228.00 6,228.00 Total : 19,284.00
232923	9/18/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	072623 082523 2100575 3010368 4112261 4396939 4727166 4970841 6534557 6540095 7534385 8530570		FINANCE CHARGES 043-390-0000-4300 FINANCE CHARGES 070-381-0000-4300 MISC ITEMS 070-383-0000-4310 MISC ITEMS 070-383-0000-4310 REPL TRASH CANS AT BUS STOPS 001-311-0000-4300 BACKFLOW SUPPLIES 070-383-0000-4310 MISC EQUIP 070-383-0000-4310 STREETSCAPE MAINT 001-311-0000-4300 PAINT & SUPPLIES-LP PARK PAVILION 043-390-0000-4300 MISC SUPPLIES 001-150-0000-4300 MISC ITEMS 070-383-0000-4310 MISC ITEMS	275.08 124.76 45.95 199.67 209.28 219.95 40.51 1,003.60 278.30 48.45 40.76

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232923	9/18/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)	9017028		070-383-0000-4310 PAINT- PLANT NO.2 COUNTERTOP 070-384-0000-4300	122.04 540.25 <b>Total : 3,148.60</b>
232924	9/18/2023	894052 THE LANGUAGE PROS, INC.	1557	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	460.00
			1560	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	375.00
			1573	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	750.00
			1576	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	375.00 <b>Total : 1,960.00</b>
232925	9/18/2023	894449 THE VERY CREATIVE FIRM	1337	12922	MGMT & IMPLEMENTATION OF METRO 110-420-3711-4260	116,000.00 <b>Total : 116,000.00</b>
232926	9/18/2023	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS 001-420-0000-4220 043-390-0000-4310	29.40 19.74 <b>Total : 49.14</b>
232927	9/18/2023	887591 TOM BROHARD & ASSOCIATES	2023-25	13010	TRAFFIC ENGINEERING SERVICES 001-310-0000-4270	2,950.00
			2023-26	13010	TRAFFIC ENGINEERING SERVICES 001-310-0000-4270	2,950.00 <b>Total : 5,900.00</b>
232928	9/18/2023	893905 TORRES-GAHM, GRACIELA	82023	12967	LOPEZ ADOBE CLEANING SERVICES 001-420-0000-4260	375.00 <b>Total : 375.00</b>
232929	9/18/2023	893504 TOWN HALL STREAMS, LLC	15096		STREAM SERVICES-JULY 2023 001-115-0000-4260	175.00
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232929	9/18/2023	893504 893504 TOWN HALL STREAMS, LLC (Continued)				<b>Total : 175.00</b>
232930	9/18/2023	103413 TRANS UNION LLC	08303967		CREDIT CHECK SERVICES 001-222-0000-4260	85.00 <b>Total : 85.00</b>
232931	9/18/2023	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE ( 15122187			REIMB OF POSTAGE MACHINE 001-190-0000-4280	1,500.00 <b>Total : 1,500.00</b>
232932	9/18/2023	894521 UCLA UNICAMP	18075		CAMPERSHIP FEES-COMMUNITY ORG 110-420-0517-4260 001-420-0000-4260	8,750.00 2,250.00 <b>Total : 11,000.00</b>
232933	9/18/2023	103445 UNDERGROUND SERVICE ALERT	23-240797 820230696		CA STATE FEE-REGULATORY COSTS 070-381-0000-4260 (47) SNF01 NEW TICKET CHARGES 070-381-0000-4260	40.64 92.25 <b>Total : 132.89</b>
232934	9/18/2023	103439 UPS	831954353		COURIER SERVICES 001-190-0000-4280	120.00 <b>Total : 120.00</b>
232935	9/18/2023	894498 VASQUEZ, AMNER	08242023		DAMAGE CLAIM REIMBURSEMENT 006-190-0000-4800	149.00 <b>Total : 149.00</b>
232936	9/18/2023	894541 VELARDE, ERICA	838899		REFUND-SENIOR MUSIC CLASS 017-3770-1323	15.00 <b>Total : 15.00</b>
232937	9/18/2023	103574 VERDIN, FRANCISCO JAVIER	JULY-SEPT 2023	12959 12959	FOLKLORICO DANCE CLASS INSTRUC 017-420-1362-4260 026-420-0887-4260	1,589.75 155.00 <b>Total : 1,744.75</b>
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232938	9/18/2023	100101 VERIZON WIRELESS-LA	9942208918		MDT MODEMS-PD UNITS	
			9942608399		001-222-0000-4220	337.28
					PD CELL PHONE PLANS	
					001-222-0000-4220	176.61
					001-152-0000-4220	152.04
			9942901468		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	565.60
					070-384-0000-4220	41.78
			9942924501		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	42.61
					070-384-0000-4220	75.17
			99442913036		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	155.67
					043-390-0000-4220	25.95
					041-320-0000-4220	25.95
					072-360-0000-4220	36.08
					<b>Total :</b>	<b>1,634.74</b>
232939	9/18/2023	894542 VILLEGAS, MARIA	836389		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
			838996		FACILITY RENTAL REFUND-EVENT CA	
					001-3777-0000	160.00
					<b>Total :</b>	<b>310.00</b>
232940	9/18/2023	103603 VULCAN MATERIALS COMPANY	73751810		BASE & COLD MIX FOR UTILITY TRENC	
				12991	070-383-0000-4310	1,462.94
				12991	072-360-0000-4300	731.00
			73764231		BASE & COLD MIX FOR UTILITY TRENC	
				12991	070-383-0000-4310	971.30
					<b>Total :</b>	<b>3,165.24</b>
232941	9/18/2023	894535 WEALTHPOINT REALTY SOLUTIONS	31-1082-02		WATER ACCT REFUND-323 MACNEIL	
					070-2010	108.10
					<b>Total :</b>	<b>108.10</b>
232942	9/18/2023	894441 WESTLAKE ACE HARDWARE	15202535		POLE SAW	
					001-311-0000-4310	843.14

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232942	9/18/2023	894441 894441 WESTLAKE ACE HARDWARE	(Continued)		<b>Total :</b>	<b>843.14</b>
232943	9/18/2023	890970 WEX BANK	91471704		FUEL FOR FLEET	
					041-320-0152-4402	126.76
					041-320-0221-4402	1,022.58
					041-320-0222-4402	173.98
					041-320-0228-4402	841.13
					041-320-0311-4402	1,632.76
					041-320-0320-4402	181.31
					041-320-0370-4402	1,024.44
					041-320-0390-4402	2,716.47
					029-335-0000-4402	103.00
					070-381-0000-4402	138.82
					070-382-0000-4402	304.27
					070-383-0000-4402	1,797.46
					070-384-0000-4402	504.69
					072-360-0000-4402	276.59
					041-320-0224-4402	1,541.80
					041-320-0225-4402	5,578.94
					<b>Total :</b>	<b>17,965.00</b>
232944	9/18/2023	894009 WILLDAN ENERGY SOLUTIONS	5		HVAC FOR CITY FACILITIES	
				12905	032-390-0765-4600	211,500.00
					032-2037	-10,575.00
					<b>Total :</b>	<b>200,925.00</b>
232945	9/18/2023	891531 WILLDAN ENGINEERING	00337823		PO 12814 - ON-CALL ENGINEERING SE	
			00337971		070-384-0857-4260	17,280.00
				12814	ON-CALL ENGINEERING SERVICES	
			00337999		070-384-0857-4260	19,200.00
				13011	NPDES CONSULTING SERVICES	
					023-311-0000-4270	5,958.75
			00418910		CONSTRUCTION MGMT FOR PACOIMA	
				12849	012-311-0551-4600	54,680.60
			00626048		PREPARATION OF PS&E - GLENOAKS	
				12980	024-371-0569-4600	7,392.50
			00626060		TRAFFIC SIGNAL SYNCHRONIZATION	

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232945	9/18/2023	891531 WILLDAN ENGINEERING	(Continued)	12941	024-371-0510-4600	3,874.00			
						Total :	108,385.85		
131	Vouchers for bank code :		bank3					Bank total :	2,384,812.18
131	Vouchers in this report					Total vouchers :			2,384,812.18

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 23-092

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232580	8/17/2023	103648 CITY OF SAN FERNANDO	PR 8/18/23		REIMB FOR PAYROLL W/E 8/11/23	
					001-1003	583,542.37
					007-1003	2,222.18
					017-1003	12,452.59
					027-1003	2,405.21
					029-1003	2,685.95
					030-1003	704.13
					041-1003	7,901.06
					043-1003	18,190.82
					070-1003	53,795.19
					072-1003	12,351.88
					094-1003	1,040.57
					110-1003	444.56
					Total :	697,736.51
1 Vouchers for bank code :		bank3			Bank total :	697,736.51
1 Vouchers in this report					Total vouchers :	697,736.51

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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RES. NO. 23-092

vchlist  
08/23/2023 1:42:05PM

Voucher List  
CITY OF SAN FERNANDO

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232581	8/23/2023	890377 F & F SIGNS	480	12764	MISC. CITY SIGNS, DECALS & CITY LOI 041-320-0000-4300	318.27
Total :						318.27
1 Vouchers for bank code :		bank3				Bank total : 318.27
1 Vouchers in this report						Total vouchers : 318.27

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 23-092

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08/30/2023 4:56:11PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232694	9/1/2023	103648 CITY OF SAN FERNANDO	PR 9/1/23		REIMB FOR PAYROLL W/E 8/25/23	
					001-1003	592,533.05
					007-1003	2,254.10
					017-1003	487.05
					027-1003	2,664.35
					029-1003	2,818.22
					030-1003	711.72
					041-1003	8,232.86
					043-1003	17,931.92
					070-1003	57,984.85
					072-1003	12,068.37
					094-1003	1,014.68
					Total :	698,701.17
1 Vouchers for bank code :		bank3			Bank total :	698,701.17
1 Vouchers in this report					Total vouchers :	698,701.17

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 23-092

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08/31/2023

9:52:04AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232695	9/1/2023	100286 BAKER, BEVERLY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					<b>Total :</b>	<b>148.68</b>
232696	9/1/2023	100916 DEIBEL, PAUL	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232697	9/1/2023	101781 KISHITA, ROBERT	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					<b>Total :</b>	<b>132.25</b>
232698	9/1/2023	101926 LILES, RICHARD	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232699	9/1/2023	102126 MARTINEZ, MIGUEL	23-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	603.64
					<b>Total :</b>	<b>603.64</b>
232700	9/1/2023	891031 ORTEGA, JIMMIE	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232701	9/1/2023	891354 RAMIREZ, ROSALINDA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					<b>Total :</b>	<b>132.25</b>
232702	9/1/2023	102940 RUIZ, RONALD	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	587.29
					<b>Total :</b>	<b>587.29</b>
232703	9/1/2023	892782 TIGHE, DONNA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					<b>Total :</b>	<b>132.25</b>
9 Vouchers for bank code : bank3						<b>Bank total : 2,543.42</b>

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Voucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
9 Vouchers in this report						<b>Total vouchers : 2,543.42</b>

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232704	9/1/2023	894452 ABDALLAH, MARIA G.	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,912.44
					<b>Total :</b>	<b>1,912.44</b>
232705	9/1/2023	100091 AGORICHAS, JOHN	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232706	9/1/2023	891039 AGUILAR, JESUS	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	415.50
					<b>Total :</b>	<b>415.50</b>
232707	9/1/2023	100104 ALBA, ANTHONY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					<b>Total :</b>	<b>689.04</b>
232708	9/1/2023	891011 APODACA-GRASS, ROBERTA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232709	9/1/2023	100260 AVILA, FRANK	23-Sep		CALPERS HEALTH REIMB 041-180-0000-4127	1,358.28
					<b>Total :</b>	<b>1,358.28</b>
232710	9/1/2023	100306 BARNARD, LARRY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					<b>Total :</b>	<b>879.00</b>
232711	9/1/2023	100346 BELDEN, KENNETH M.	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00
					<b>Total :</b>	<b>1,342.00</b>
232712	9/1/2023	892233 BUZZELL, CAROL	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					<b>Total :</b>	<b>148.68</b>
232713	9/1/2023	891350 CALZADA, FRANK	23-Sep		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232713	9/1/2023	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	448.36
					<b>Total :</b>	<b>448.36</b>
232714	9/1/2023	100642 CASTRO, RICO	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.18
					<b>Total :</b>	<b>1,834.18</b>
232715	9/1/2023	103816 CHAVEZ, ELENA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	587.29
					<b>Total :</b>	<b>587.29</b>
232716	9/1/2023	100752 COLELLI, CHRISTIAN	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06
					<b>Total :</b>	<b>1,811.06</b>
232717	9/1/2023	891014 CREEKMORE, CASIMIRA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232718	9/1/2023	893711 DAVIS, JAMES	23-Sep		CALPERS HEALTH REIMB 072-180-0000-4127	1,534.22
					<b>Total :</b>	<b>1,534.22</b>
232719	9/1/2023	100913 DECKER, CATHERINE	23-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232720	9/1/2023	100925 DELGADO, RALPH	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	448.36
					<b>Total :</b>	<b>448.36</b>
232721	9/1/2023	101667 DIAZ, EVELYN	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	784.00
					<b>Total :</b>	<b>784.00</b>
232722	9/1/2023	100960 DIEDIKER, VIRGINIA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232722	9/1/2023	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 269.02
232723	9/1/2023	100996 DRAKE, JOYCE	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
232724	9/1/2023	100995 DRAKE, MICHAEL	23-Sep		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	134.51 134.51 Total : 269.02
232725	9/1/2023	100997 DRAPER, CHRISTOPHER	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06
232726	9/1/2023	101044 ELEY, JEFFREY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 Total : 1,949.00
232727	9/1/2023	891040 FISHKIN, RIVIAN	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
232728	9/1/2023	101178 FLORES, ADRIAN	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 Total : 1,325.58
232729	9/1/2023	101182 FLORES, MIGUEL	23-Sep		CALPERS HEALTH REIMB 043-180-0000-4127	1,325.58 Total : 1,325.58
232730	9/1/2023	892103 GAJDOS, BETTY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
232731	9/1/2023	894378 GARCIA, BERTHA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	603.64

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232731	9/1/2023	894378 894378 GARCIA, BERTHA	(Continued)			Total : 603.64
232732	9/1/2023	891351 GARCIA, DEBRA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 Total : 1,856.80
232733	9/1/2023	101281 GARIBAY, SAUL	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,280.31 Total : 2,280.31
232734	9/1/2023	101318 GLASGOW, KEVIN	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06
232735	9/1/2023	891020 GLASGOW, ROBERT	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 Total : 314.00
232736	9/1/2023	101333 GODINEZ, FRAZIER C.	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 Total : 1,768.55
232737	9/1/2023	101409 GUERRA, LAUREN E	23-Sep		CALPERS HEALTH REIMB 072-180-0000-4127	587.29 Total : 587.29
232738	9/1/2023	891021 GUIZA, JENNIE	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
232739	9/1/2023	102896 GUZMAN, ROSA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 Total : 587.29
232740	9/1/2023	891352 HADEN, SUSANNA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	603.64 Total : 603.64

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232741	9/1/2023	101440 HALCON, ERNEST	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00 <b>1,342.00</b>
232742	9/1/2023	891918 HARTWELL, BRUCE	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
232743	9/1/2023	101465 HARVEY, DAVID	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 <b>132.25</b>
232744	9/1/2023	101466 HARVEY, DEVERY MICHAEL	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,217.00 <b>1,217.00</b>
232745	9/1/2023	101471 HASBUN, NAZRI A.	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 <b>587.29</b>
232746	9/1/2023	891023 HATFIELD, JAMES	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
232747	9/1/2023	892104 HERNANDEZ, ALFONSO	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
232748	9/1/2023	891024 HOOKER, RAYMOND	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
232749	9/1/2023	893616 HOUGH, LOIS	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 <b>148.68</b>
232750	9/1/2023	101597 IBRAHIM, SAMIR	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	415.50

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232750	9/1/2023	101597 101597 IBRAHIM, SAMIR	(Continued)			<b>415.50</b>
232751	9/1/2023	101694 JACOBS, ROBERT	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 <b>879.00</b>
232752	9/1/2023	892105 KAHMANN, ERIC	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 <b>415.50</b>
232753	9/1/2023	101786 KLOTZSCHE, STEVEN	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 <b>448.36</b>
232754	9/1/2023	891866 KNIGHT, DONNA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	123.03 <b>123.03</b>
232755	9/1/2023	892929 LEWIS, WANDA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
232756	9/1/2023	891043 LIEBERMAN, LEONARD	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 <b>132.25</b>
232757	9/1/2023	101933 LITTLEFIELD, LESLEY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
232758	9/1/2023	102045 LLAMAS-RIVERA, MARCOS	23-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,361.42 <b>1,361.42</b>
232759	9/1/2023	102059 MACK, MARSHALL	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 <b>587.29</b>

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## SPECIAL CHECKS

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232760	9/1/2023	891010 MAERTZ, ALVIN	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	397.06 <b>397.06</b>
232761	9/1/2023	888037 MARTINEZ, ALVARO	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,772.96 <b>2,772.96</b>
232762	9/1/2023	102206 MILLER, WILMA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
232763	9/1/2023	102212 MIRAMONTES, MONICA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	555.22 <b>555.22</b>
232764	9/1/2023	102232 MIURA, HOWARD	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
232765	9/1/2023	892106 MONTAN, EDWARD	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 <b>148.68</b>
232766	9/1/2023	102365 NAVARRO, RICARDO A	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 <b>448.36</b>
232767	9/1/2023	102473 ORDELHEIDE, ROBERT	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.60 <b>1,878.60</b>
232768	9/1/2023	102483 OROZCO, ELVIRA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 <b>148.68</b>
232769	9/1/2023	102486 ORSINI, TODD	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,039.79

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232769	9/1/2023	102486 102486 ORSINI, TODD	(Continued)			<b>2,039.79</b>
232770	9/1/2023	102569 PARKS, ROBERT	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 <b>1,949.00</b>
232771	9/1/2023	102580 PATINO, ARMANDO	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 <b>1,949.00</b>
232772	9/1/2023	102527 PISCITELLI, ANTHONY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 <b>448.36</b>
232773	9/1/2023	891033 POLLOCK, CHRISTINE	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 <b>314.00</b>
232774	9/1/2023	102735 QUINONEZ, MARIA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,358.28 <b>1,358.28</b>
232775	9/1/2023	891034 RAMSEY, JAMES	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	852.90 <b>852.90</b>
232776	9/1/2023	102864 RIVETTI, DOMINICK	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 <b>879.00</b>
232777	9/1/2023	102936 RUELAS, MARCO	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 <b>1,856.80</b>
232778	9/1/2023	891044 RUSSUM, LINDA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 <b>132.25</b>

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232779	9/1/2023	103005 SALAZAR, TONY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 <b>Total : 1,325.58</b>
232780	9/1/2023	103118 SENDA, OCTAVIO	23-Sep		CALPERS HEALTH REIMB 043-180-0000-4127	1,768.55 <b>Total : 1,768.55</b>
232781	9/1/2023	892107 SHANAHAN, MARK	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 <b>Total : 415.50</b>
232782	9/1/2023	891035 SHERWOOD, NINA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>Total : 269.02</b>
232783	9/1/2023	103175 SKOBIN, ROMELIA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,272.92 <b>Total : 1,272.92</b>
232784	9/1/2023	893677 SOLIS, MARGARITA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	517.13 <b>Total : 517.13</b>
232785	9/1/2023	103220 SOMERVILLE, MICHAEL	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00 <b>Total : 1,449.00</b>
232786	9/1/2023	103394 TORRES, RACHEL	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>Total : 269.02</b>
232787	9/1/2023	889588 UFANO, VIRGINIA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 <b>Total : 132.25</b>
232788	9/1/2023	103516 VAIRO, ANTHONY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232788	9/1/2023	103516 103516 VAIRO, ANTHONY	(Continued)			<b>Total : 1,449.00</b>
232789	9/1/2023	888417 VALDIVIA, LAURA	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>Total : 269.02</b>
232790	9/1/2023	103550 VANICEK, JAMES	23-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,358.28 <b>Total : 1,358.28</b>
232791	9/1/2023	103562 VASQUEZ, JOEL	23-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,949.00 <b>Total : 1,949.00</b>
232792	9/1/2023	888562 VILLALPANDO, SEBASTIAN FRANK	23-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	415.50 <b>Total : 415.50</b>
232793	9/1/2023	103692 VILLALVA, FRANCISCO	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 <b>Total : 1,768.55</b>
232794	9/1/2023	891038 WAITE, CURTIS	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>Total : 689.04</b>
232795	9/1/2023	103612 WALKER, MICHAEL	23-Sep		CALPERS HEALTH REIMB 027-180-0000-4127	210.90 <b>Total : 210.90</b>
232796	9/1/2023	103620 WARREN, DALE	23-Sep		CALPERS HEALTH REIMB 072-180-0000-4127	132.25 <b>Total : 132.25</b>
232797	9/1/2023	891036 WATT, DAVID	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>Total : 689.04</b>

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## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 23-092vchlist  
08/31/2023 10:09:06AMVoucher List  
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232798	9/1/2023	893690 WATTS, STEVE M.	23-Sep		CALPERS HEALTH REIMB 072-180-0000-4127	886.89
					<b>Total :</b>	<b>886.89</b>
232799	9/1/2023	891037 WEBB, NANCY	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232800	9/1/2023	103643 WEDDING, JEROME	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					<b>Total :</b>	<b>689.04</b>
232801	9/1/2023	103727 WYSBEEK, DOUDE	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
232802	9/1/2023	103737 YNIGUEZ, LEONARD	23-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					<b>Total :</b>	<b>689.04</b>
99 Vouchers for bank code : bank3						<b>Bank total : 81,916.16</b>
99 Vouchers in this report						<b>Total vouchers : 81,916.16</b>

Voucher Registers are not final until approved by Council.

Page: 11

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 23-092

vchlist  
08/31/2023 1:03:43PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232803	8/31/2023	103648 CITY OF SAN FERNANDO	SPR 8/31/23		REIMB SPECIAL PAYROLL W/E 8/31/23 001-1003	229,081.09
Total :						229,081.09
1 Vouchers for bank code :		bank3				Bank total : 229,081.09
1 Vouchers in this report						Total vouchers : 229,081.09

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 23-092

vchlist  
08/31/2023 1:31:21PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232804	8/31/2023	894524 CHALLENGER PRODUCTION & RAMM	DEP-801	13003	SAN FERNANDO VALLEY MILE RUN OC	
					004-2385	250.00
					Total :	250.00
232805	8/31/2023	893983 FRITZ, JULIA	REIMB.		ITEMS PURCHASED-FAMILY FUN DAY I	
					001-105-0000-4300	509.30
					Total :	509.30
2 Vouchers for bank code :		bank3				Bank total : 759.30
2 Vouchers in this report						Total vouchers : 759.30

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 23-092

vchlist  
09/01/2023 11:34:32AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
232806	8/14/2023	893115 P.E.R.S. CITY RETIREMENT	100000017194007		EMPL CONTRIB VARIANCE-07/01-07/14		
					018-222-0000-4124	425.05	
					018-224-0000-4124	318.79	
					018-225-0000-4124	4,569.29	
					Total :	5,313.13	
232807	8/28/2023	893115 P.E.R.S. CITY RETIREMENT	100000017194027		EMPL CONTRIB VARIANCE-07/15-07/28		
					018-222-0000-4124	298.42	
					018-224-0000-4124	223.82	
					018-225-0000-4124	3,208.07	
					Total :	3,730.31	
2 Vouchers for bank code :		bank3				Bank total :	9,043.44
2 Vouchers in this report						Total vouchers :	9,043.44

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 23-092

vchlist  
09/05/2023 8:58:29AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
232808	9/5/2023	102519 P.E.R.S.	SEPT 2023		HEALTH INS BENEFITS - SEPT 2023 001-1160	161,010.46	
Total :						161,010.46	
1 Vouchers for bank code :		bank3			Bank total :	161,010.46	
1 Vouchers in this report						Total vouchers :	161,010.46

Voucher Registers are not final until approved by Council.

Page: 1

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 23-092

vchlist

09/05/2023 10:59:17AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232809	9/5/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - SEPTEMBER 2023 001-1160	2,231.35
					<b>Total :</b>	<b>2,231.35</b>
232810	9/5/2023	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - SEPTEMBER 2023 001-1160	167.40
					<b>Total :</b>	<b>167.40</b>
232811	9/5/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - SEPTEMBER 2023 001-1160	10,573.36
					<b>Total :</b>	<b>10,573.36</b>
232812	9/5/2023	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - SEPTEMBER 2023 001-1160	4,852.95
					<b>Total :</b>	<b>4,852.95</b>
<b>4 Vouchers for bank code :</b>		bank3			<b>Bank total :</b>	<b>17,825.06</b>
<b>4 Vouchers in this report</b>					<b>Total vouchers :</b>	<b>17,825.06</b>

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 23-092

vchlist  
09/11/2023 10:46:09AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232813	9/11/2023	890008 WOODWARD, BRIAN	NONPO		SETTLEMENT PAYMENT - REIMBURSEI 001-112-0000-4270	41,098.00
Total :						41,098.00
1 Vouchers for bank code :		bank3				Bank total : 41,098.00
1 Vouchers in this report						Total vouchers : 41,098.00

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 23-092

vchlist  
09/13/2023 10:28:45AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232814	9/7/2023	893115 P.E.R.S. CITY RETIREMENT	100000017261053		EMPL CONTRIB VARIANCE-07/29-08/11	
					018-222-0000-4124	273.25
					018-224-0000-4124	204.94
					018-225-0000-4124	2,937.43
					Total :	3,415.62
1 Vouchers for bank code :		bank3			Bank total :	3,415.62
1 Vouchers in this report					Total vouchers :	3,415.62

Voucher Registers are not final until approved by Council.

Page: 1





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

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

**Date:** September 18, 2023

**Subject:** Presentation of the City's 2023 Local Transaction Tax Annual Report For Measures "A" and "SF"

**RECOMMENDATION:**

It is recommended that the City Council receive and file the 2023 Annual Report on the collection, management, and expenditure of the City's Local Transaction Tax (i.e. Measures "A" and "SF") as required by the City Code.

**BACKGROUND:**

1. On June 4, 2013, San Fernando voters approved a temporary  $\frac{1}{2}$  cent Transaction and Use Tax (Measure "A"), effective October 1, 2013 and terminating October 1, 2020.
2. On November 6, 2018, San Fernando voters approved extending Measure "A"  $\frac{1}{2}$  cent Transaction and Use Tax indefinitely.
3. On November 3, 2020, San Fernando voters approved an additional  $\frac{1}{4}$  cent Transaction and Use Tax (Measure "SF") for a total local Transaction and Use Tax of  $\frac{3}{4}$  cents. This increase Transaction and Use Tax went into effect in April 2021.
4. Chapter 82, Article V, Section 82-132 of the City Code requires an Annual Report on the collection, management, and expenditure of the Measure A/SF funds prior to October 1<sup>st</sup> each year.
5. With the passage of Measure SF, both Measure "A" and Measure "SF" receipts will be combined and reported on jointly in this *Local Transaction Tax Annual Report*.
6. The San Fernando City Code requires an overview of the Annual Report be presented to City Council at an open and public meeting and that the Annual Report be a public document.

7. On September 25, 2023, staff will host an Annual Transaction Tax Town Hall meeting, to be held in person and broadcast through Facebook Live, to present the Local Transaction Tax Annual Report to the community.

#### **ANALYSIS:**

After declaring a fiscal emergency in June 2013, San Fernando voters approved local transaction tax measures in 2018 for 0.50% (Measure A) and in 2020 for 0.25% (Measure SF), resulting in a 10.25% total Sales Tax in San Fernando. The Local Transaction Tax has been instrumental in stabilizing the City's finances since its initial passage. Local Transaction Tax revenues have been used to: 1) eliminate the General Fund deficit, 2) pay down external/internal debt, 3) establish financial reserves, and 4) make one-time investments in infrastructure, equipment and technology improvements. As of June 30 2023, these goals have been met or exceeded. To demonstrate to the community that the City of San Fernando has been a responsible steward of taxpayer funds, an annual report is prepared and presented at a public meeting each September that details how funds were expended in the prior fiscal year. The City Council also discusses the planned use of local transaction tax revenues each year in open public meetings through the budget process.

The City received \$5,114,173 in Local Transaction Taxes in Fiscal Year (FY) 2022-2023, an increase of \$264,452, or 5.5%, from FY 2021-2022. This growth is the result of several factors, including investments in the business sector and higher restaurant receipts. With strong financial reserves and robust Local Transaction Tax revenues, the City Council will have the financial resources necessary for implementation of the City Council Strategic Goals for Fiscal Years 2022 through 2026.

A full analysis can be found in the *Local Transaction Tax (Measures "A" and "SF") 2023 Annual Report*, which is included as Attachment "A" to this agenda item. The report will also be available on the City's website ([SFCITY.ORG/Measure-A/#Annual-Reports](https://SFCITY.ORG/Measure-A/#Annual-Reports)) under the Annual Reports section of the Local Transaction Tax page for the September 25, 2023 for the virtual Transparency Town Hall Meeting.

#### **BUDGET IMPACT:**

Local Transaction Taxes generated \$5,114,173 in FY 2022-2023 and is projected to raise \$5,051,000 in FY 2023-2024. Since October 1, 2013, Local Transaction Taxes have raised a total of \$29,080,616.

**CONCLUSION:**

Staff recommends that the City Council receive and file the 2023 Annual Report on the collection, management, and expenditure of the City's Local Transaction Tax (i.e. Measures "A" and "SF") as required by the City Code.

**ATTACHMENT:**

A. Local Transaction Tax 2023 Annual Report



September 18, 2023

## **Local Transaction Tax (Measures “A” and “SF”) 2023 Annual Report**

Chapter 82, Article V, Section 82-132 of the San Fernando City Code states:

*On or before each anniversary of the operative date, the city shall complete a study and produce a report reviewing the collection, management and expenditure of revenue from the proposed tax and shall present a report explain[ing] and providing an overview of the same at an open and public meeting of the City Council. This report shall be a public document.*

With the passage of Measure SF in November 2020, which increased the Local Transaction Tax from 0.50 percent to 0.75 percent, Measure “A” and Measure “SF” receipts will be combined and reported on jointly in this Local Transaction Tax Annual Report. This report is being presented in accordance with the Municipal Code, Section 82-132 referenced above.

### **Executive Summary:**

The City received \$5,114,173 in Local Transaction Taxes in Fiscal Year (FY) 2022-2023, which is an increase of \$264,452, or 5.5%, from FY 2021-2022. This increase is the result of a number of factors, including:

- 1) San Fernando voters approved Measure SF in November 2020 to increase the local Transaction Tax from 0.50 percent to 0.75 percent, which generated an additional \$1.3M. FY2022-2023 includes the second full year of Measure SF proceeds.
- 2) The City’s “Business and Industry” was the primary driver of the City’s financial resilience in FY 2022-2023, with an estimated increase of 27% over prior year receipts;
- 3) Increased restaurant sales as patrons continue to frequent casual dining and quick food service options; and
- 4) Increased online sales offset lost sales at brick and mortar retail outlets.

A preliminary review of the City’s finances for Fiscal Year 2022-2023 indicates that there will be a surplus in the General Fund<sup>1</sup>. In accordance with the City’s Fund Balance Policy, the surplus will be used to maintain a general operating reserve of, at a minimum, 20% of projected General Fund annual operating expenditures (approximately \$4 million), excluding debt service, fund transfers, and encumbered funds. These reserves are designed to be used in the event of a

<sup>1</sup> The estimated General Fund surplus is a preliminary estimate and is subject to change during the annual independent audit.

significant financial emergency. With the projected surplus, the General Fund is expected to exceed the minimum reserve policy for FY 2022-2023. Excess surplus funds are available for appropriate by City Council.

In October 2019, the City Council approved the Measure “A” Transparency Forum with the intent of allowing any and all interested community members the opportunity to review the Annual Report of collection, management and expenditure of the local half-cent Transaction and Use Tax (Measure “A”) revenue as required by Chapter 82, Article V, Section 82-132 of the City Code and make non-binding recommendations to the City Council general priorities for the use of Measure “A” funds during the annual budget process. Going forward, Annual Reports and related Transparency Forums will be inclusive of both Measure “A” and Measure “SF” revenues and be referred to jointly as “Local Transaction Tax.”

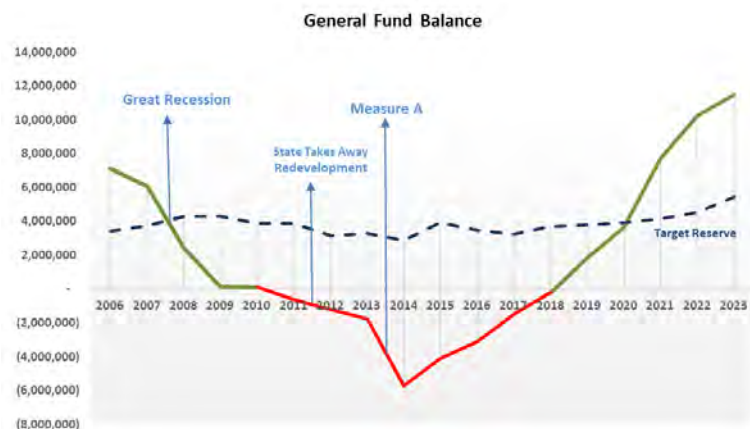
Since voter approval of Measure A in 2013, the City has used the Local Transaction Taxes to:

- Eliminate the General Fund deficit from (\$5.7 million) in fiscal year 2013-2014 to a projected reserve of approximately \$11.5 million as of June 30, 2023.
- Repay more than \$1.3 million in debt to outside agencies and \$2.1 million in internal debt to other City funds.
- Establish over \$2.5 million in financial reserves for vehicle replacements, facility improvements, and self-insurance costs.
- Improve public safety reliability and response time by replacing thirteen (15) police patrol vehicles, upgrading in-car computers, enhancing network infrastructure, and modernizing the City’s radio communication system.
- Support infrastructure improvements and maintenance through the annual residential resurfacing program, reconstruction of Glenoaks Boulevard, sidewalk improvements, additional tree trimming, and replacing Public Works vehicles and equipment.
- Beautify Brand Boulevard to create a notable entrance into the City.
- Support a number of special events, including Dia de los Muertos 5k Run, San Fernando Open Streets Festival, City Birthday Celebration, 4<sup>th</sup> of July Laser Lightshow event and JAM sessions.
- Construct facility improvements at Recreation Park, Las Palmas Park, Pioneer Park and Layne Park.
- Replace the City’s outdated network equipment and software to protect customer information and increase efficiency.
- Support the City’s COVID-19 emergency response efforts.

Voters insisted there be accountability for the use of these revenues by including a requirement for an Annual Report to be presented at a public meeting. As evidenced in this report, the City Council and City staff have worked diligently to ensure that Local Transaction Tax revenues are being collected, managed, and expended responsibly and in a manner consistent with the communities’ goals.

## Background:

Since 2005, the City's financial position has changed significantly. The General Fund, which pays for police, fire, recreation and public works services, experienced a dramatic decrease in the amount of money available to provide services. The City's reserves fell from \$7.1 million in June 2006 to a deficit of (\$5.7 million) in June 2014.



The dramatic reduction was the result of a perfect storm as the City's expenditures on operating services began to increase (e.g. the San Fernando Regional Pool and Los Angeles Fire Department contract) just as the onset of the "Great Recession" in 2008/2009 decreased tax revenues. Additionally, the State of California eliminated local redevelopment funding in 2012, which further reduced tax revenue the City had used to make infrastructure improvements and fund economic development programs.

To remain solvent, the City implemented layoffs and furloughs, eliminated vacant positions, reduced employee benefits, discontinued retiree medical benefits for new employees, reduced department budgets, and renegotiated the contract with Los Angeles Fire Department. In the ten (10) years following the Great Recession, the number of City employees was reduced from 160 in 2008 to 128 in 2017 (20% reduction). The number of Police Officers was reduced from 37 in 2008 to 31 in 2017 (16% reduction).

In FY 2012-2013, the City declared a fiscal emergency and held a special election on June 4, 2013 for the San Fernando electorate to vote on a temporary one-half ( $\frac{1}{2}$ ) cent Transaction and Use Tax ("Tax"). The "City Services Emergency Protection Measure" (Measure A) was approved by sixty percent (60%) of voters. The increased Transaction Tax rate went into effect on October 1, 2013 with a sunset date of October 1, 2020. In November 2018, Measure A was extended indefinitely by voters.

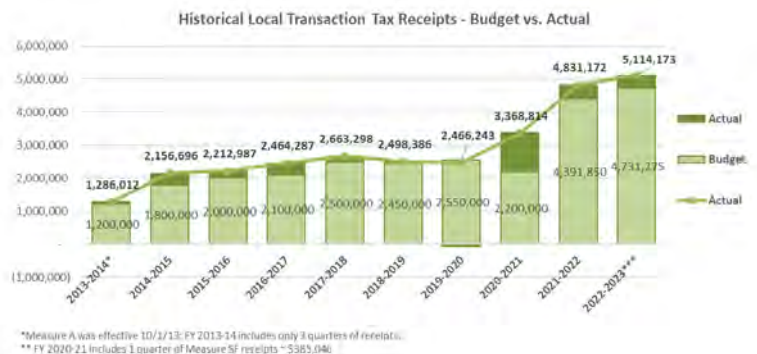
Without the revenues generated by Measure A, the City would have struggled to stay out of bankruptcy. In 2013, the City's auditors expressed their concern regarding the City's ability to continue to operate and carry out its financial commitments, obligations and objectives.



## Collection:

The City began collecting a 0.50 percent Transaction Tax on applicable transactions in San Fernando on October 1, 2013.

The City began collecting an additional 0.25 percent Transaction Tax on April 1, 2021, for a total Local Transaction Tax of 0.75 percent.



Below are a few key statistics related to the collection of the Tax:

- Fiscal Year 2022-2023 estimated Tax receipts were \$5,114,173 compared to the \$4,731,275 projected budget.
- Of this amount, \$1,278,543 is attributed to the additional 0.25 percent authorized by Measure SF.
- Since October 1, 2013, Measure A has generated \$29,062,068 in additional revenue.
- The Sales Tax to Transaction Tax ratio, a key metric for measuring local business compliance with the Tax, was 73.8% for Fiscal Year 2022-2023. Since the City Sales Tax is 1.0% and the Transaction tax is 0.75%, a Sales Tax to Transaction Tax ratio of 75% or greater indicates compliance by local businesses with the Local Transaction Tax measure. Consequently, it appears that local businesses are complying with and collecting the Tax.

The Tax is collected and administered by the California Department of Tax and Fee Administration (CDTFA), formerly collected and administered by the Board of Equalization. CDTFA remits Measure A collections to the City Treasurer on a monthly basis. The CDTFA charges approximately \$30,000 per year for tax administration services.

The City contracts with Hinderliter, de Llamas & Associates (HdL) to monitor Tax receipts to identify, correct, and recover allocation errors and prepare the necessary case submittal documents with the CDTFA. This ensures that the City is maximizing collections and receipts are properly allocated to the City by the CDTFA.

### **Management:**

In order to track Local Transaction Tax revenue, receipts are recorded in a special account number on the City's General Ledger. This allows the City staff to easily discern year-to-date receipts, update projections, and make budget adjustments, if necessary.

The planned use of Local Transaction Tax funds is discussed through the annual budget process and clearly identified in the City Manager's Budget Message. All current and prior Annual Reports and Budget documents are posted on the City's website ([sfcity.org/Financial-Documents](https://sfcity.org/Financial-Documents)) under the Financial Documents section of the Finance Department page.

Lastly, City staff conducts quarterly meetings with a consultant to review Local Transaction Tax receipts in detail. This provides staff with valuable information on the health of the local economy, various business sectors, and individual companies by reviewing their quarterly sales tax reports. It also gives staff an opportunity to inform the consultant of new businesses opening in the City so staff can ensure compliance with Local Transaction Tax collections.

A quarterly newsletter providing Sales and Transaction Tax information pertinent to San Fernando is posted on the City's website ([sfcity.org/Financial-Documents](https://sfcity.org/Financial-Documents)) under the Financial Documents section of the Finance Department page.

### **Expenditure:**

The City's Local Transaction Tax was approved as a general tax, which means that it can be used for any general governmental purpose. After a year of uncertainty, City Council adopted a budget for FY 2022-2023 that focused on restructuring and reimagining services to set up the City for an equitable, sustainable and resilient community. In consultation with HdL consultants, staff projected a 7.7% increase in Local Transaction Tax revenue for FY 2022-2023 over the prior year. The increase in revenue and focus on service enhancements is reflected in the Expenditure plan adopted by City Council, which is included in the table below:

	BUDGET	ACTUAL
<b>SOURCES</b>		
Local Transaction Taxes	\$ 4,679,369	\$ 5,114,173
<b>USES</b>		
<u>Repayment of Debt</u>		
To Retirement Fund	\$ 226,333	\$ 226,333
<u>Establish Reserves</u>		
General Fund Reserve	261,082	261,082
Self Insurance Fund Reserve	750,000	750,000
Equipment Replace Fund Reserve	130,875	130,875
Pre-fund OPEB	500,000	500,000
Appropriated Reserve	75,000	75,000
	\$ 1,716,957	\$ 1,716,957
<u>Ongoing Enhancements/Investments</u>		
Reclassify Econ Dev Manager to Deputy City Manager	41,265	41,265
Personnel Office Clerk (PT)	18,834	18,834
Information Technology System Administrator	176,000	176,000
Administrative Assistant - Community Development	86,651	86,651
Management Analyst - Police Department	155,555	155,555
Senior Tree Trimmer	110,000	110,000
RCS Office Clerk (PT) - Recreation Park	18,834	18,834
RCS Program Specialist	93,679	93,679
City Birthday Celebration Event	5,000	5,000
Fourth of July Celebration Event	35,000	35,000
	\$ 740,818	\$ 740,818
<u>One-Time Enhancements/Investments</u>		
Advertising for added recruitments	7,500	7,500
Additional contract services	5,000	5,000
Agenda & Meeting Management Software Program	5,500	5,500
Lexipol Training for Jail & Law Enforcement	27,100	27,100
Building Inspection Services	25,000	25,000
On-Call Environmental/Architectural Review & Planning	50,000	50,000
Tuition Reimbursement	1,500	1,500
Additional Detective Training	14,600	14,600
Ballistic Vests	32,500	32,500
Officers Equipment & Uniforms	10,000	10,000
Four (4) New Bicycles & Equipment for Six (6)	18,420	18,420
Additional Police Officers Training	13,500	13,500
Staff Augmentation for Public Works Engineering	150,000	150,000
Personnel Trailer Improvements & Furniture	55,000	55,000
	\$ 415,620	\$ 415,620
<u>Prior-Year Approved Ongoing Enhancements</u>	\$ 1,579,641	\$ 1,579,641
<b>TOTAL LOCAL TRANSACTION TAX USES:</b>	\$ 4,679,369	\$ 4,679,369
<b>ADDITIONAL GENERAL FUND RESERVE SURPLUS (DEFICIT):</b>	\$ -	\$ 434,804

The table above demonstrates the planned budget expenditures for Local Transaction Tax revenues were primarily for one-time enhancements (i.e. street/sidewalk improvements, refuse and police vehicle replacements, network infrastructure upgrades, police facility improvements, etc.). However, the City's Local Transaction Taxes significantly outperformed budget projections due to the strength of the local Building and Construction industry, vehicle sales (resulting from a historically low interest rate environment) and increased online sales. Therefore, relatively little was needed for operating costs and additional Local Transaction Tax revenues were available to be applied to the City's General Fund reserves for appropriation by City Council in future years.

### **Conclusion:**

Since October 2013, Local Transaction Tax revenues have been used to 1) eliminate the General Fund deficit, 2) pay down external/internal debt, 3) establish financial reserves, and 4) make one-time investments in infrastructure, equipment and technology improvements. As of June 30 2023, the original goals have been met or exceeded. With strong financial reserves and robust Local Transaction Tax revenues, City Council will have the financial resources necessary to continue implementation of the City Council Strategic Goals for fiscal years 2022 through 2026.

Preparation of this report and the corresponding Transparency Town Hall is meant to demonstrate to voters that the City has been responsible and fiscally prudent with Local Transaction Tax funds and has been transparent about the planned use of Local Transaction Tax revenues each year through the budget process.

## **Appendix A: Deficit Elimination Plan**

In FY 2013-2014, the City Council began the development and implementation of a multi-year Deficit Elimination Plan. The goal of the Deficit Elimination Plan was to pay off debt, reduce ongoing expenditures and increase ongoing revenue. Revenues raised through Measure A have been critical to achieving the City's Deficit Elimination Plan.

The City's General Fund had been in a deficit fund balance position since Fiscal Year 2010-2011. To address the deficit, the City took a number of steps to stabilize ongoing finances, including reducing programs and services, reducing training and professional development opportunities for City staff, implementing layoffs and furloughs, and eliminating vacant positions. Many of these actions were short-term fixes that were necessary to remain solvent, but were not sustainable in the long-term.

In addition to short-term actions identified above, the City took a number of longer-term actions to address the City's deficit and improve long-term financial stability, including:

- Renegotiated the Fire and Emergency Services contract with the Los Angeles Fire Department to reduce the City's ongoing annual cost without reducing service (saved more than \$500,000/year).
- Transferred operational and financial responsibility of the San Fernando Regional Pool to the County of Los Angeles through a lease of up to 55 years (saved more than \$500,000/year).
- Reduced retiree health benefits to the statutory minimum for new employees to decrease the City's retiree health (OPEB) liability (significant long-term savings).
- Sold surplus land and used the land sale proceeds to reduce the General Fund deficit (generated \$1 million in proceeds).
- Developed a five-year General Fund projection to improve long-term decision making.
- Adopted a Development Agreement Ordinance to provide additional tools to increase economic development efforts and diversify the tax base.
- Re-established reserves for the Self-Insurance and Equipment Replacement Funds (more than \$1.5 million in SIF reserve to protect against large lawsuits and \$1.1 million set aside to fund future vehicle replacements).

- Updated user fees, development fees, cost allocation calculations to ensure an appropriate cost recovery for City services (more than \$500,000/year in projected ongoing revenue).
- Updated the City's long term financial planning policies, including budget, purchasing, debt management, grant management, investment, and reserve policies, with an emphasis on creating long term fiscal sustainability.



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

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

**Date:** September 18, 2023

**Subject:** Consideration to Approve a Conceptual Design for the Las Palmas Park Revitalization Project

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve the conceptual design of the Las Palmas Park Revitalization Project (Attachment "A") that incorporates the design suggestions from September 5, 2023 and September 18, 2023 meetings, and authorize RJM Design Group, Inc. (RJM) to start developing bid documents for the construction of the project; and
- b. Authorize staff to prepare and release a Notice Inviting Bids (NIB) for the Formal Competitive Bid process to construct the Las Palmas Revitalization Project.

**BACKGROUND:**

1. On February 5, 2018, the City Council adopted the Parks and Recreation Master Plan (PMP) as a strategic tool to cultivate a comprehensive vision for enhancing park facilities and recreational programming offered to the residents of San Fernando. The PMP identified multiple park sites that needed improvements in order to maintain the continuity of recreational services.
2. On June 5, 2018, the voters of California approved Proposition 68, "Parks, Environment, and Water Bond Act." The measure authorized \$4 billion in general obligation bonds dedicated to funding state and local parks, environmental protection and restoration, water infrastructure, and flood protection projects. Administered by the California Department of Parks and Recreation, Proposition 68 aims to enhance recreational spaces, safeguard the environment, ensure water reliability, and strengthen communities against flooding.
3. On July 10, 2020, the California Department of Parks and Recreation released the Statewide Park Development and Community Revitalization Grant Program (SPP) Round 4, for

revitalizing park projects throughout the state. SPP allocated \$395.3 million in competitive grant funding to create, expand or renovate parks in low-income and disadvantaged communities.

4. On February 16, 2021, the City Council authorized staff to submit an SPP grant application for renovation of Recreation Park, Las Palmas Park, and Pioneer Park. This grant application aligned with the priorities identified in the PMP, seeking to enhance recreational opportunities for the community.
5. Throughout the application process, Recreation and Community Services (RCS) staff engaged in discussions with the Parks, Wellness and Recreation Commission regarding the renovation projects for the three parks. In addition, a series of community meetings conducted both through Zoom and in person were conducted to solicit valuable feedback relating to the park renovation projects. The final grant application included the community's feedback on the planned renovations.
6. On December 8, 2021, the California Department of Parks and Recreation informed the City that the Las Palmas Park Revitalization Project was selected for funding. The grant award of \$4.2 million includes pre-construction costs to assist with plan development, design specifications, cost estimates, and construction documents.
7. On June 6, 2022, the City Council authorized staff to circulate a Notice Inviting Bids for community engagement and for the design of the Las Palmas Park Revitalization Project. Six firms responded to the request and three firms were invited to an interview for a more in-depth assessment of their capabilities.
8. On September 19, 2022, the City Council temporarily postponed awarding a Professional Service Agreement to RJM, until a more robust community engagement effort could be defined. The City Council recommended that a local non-profit non-governmental organization (NGO) lead the community engagement effort and that RJM collaborate with the selected NGO to develop the Las Palmas Park project design.
9. On January 3, 2023, the City Council approved a Professional Service Agreement (PSA) for community engagement services with Pacoima Beautiful to lead the effort to disseminate project information and gathering feedback for the residents. RJM was awarded a PSA to develop a conceptual plan for the Las Palmas Park project.
10. On September 5, 2023, the City Council reviewed the conceptual design and directed staff to post the Las Palmas Park conceptual design on the City's website and share the design on social media and with participants in related community meetings to solicit public comment. City Council also directed staff to include the conceptual design, after the public comment period, on the consent calendar for the September 18, 2023 City Council meeting.

## ANALYSIS:

### Summary of City Council Review on September 5, 2023.

The City Council reviewed the conceptual design at its September 5, 2023 regular meeting and voted 4-0 to continue the project to September 18, 2023 and directed staff as follows:

1. Make the conceptual design available to the community for a two-week public comment period before adoption of the conceptual design.

On September 8, 2023, staff shared the design with the community meeting participants who provided their email addresses. Additionally, Pacoima Beautiful is contacting those participants who provided their phone number to notify them that the conceptual design is available for review and comment. Staff posted the conceptual design on the City's website ([SFCITY.ORG/SFRecreation/#Las-Palmas-Park-Revitalization](https://SFCITY.ORG/SFRecreation/#Las-Palmas-Park-Revitalization)), and started a social media campaign letting the community know that the conceptual design is available on the RCS Department's webpage. Printed copies of the conceptual design were also posted at Las Palmas Park and Recreation Park for the public to review. Comments cards are available for the public to fill out and submit to staff.

2. Bring back the conceptual design to City Council on September 18, 2023 with a summary of design suggestions provided by the City Council on September 5, 2023 and any additional suggestions from the community.

On September 5, 2023, the City Council provided the following design suggestions to be incorporated into the final design:

- Consideration of costs for ongoing park maintenance;
- Maintaining mature trees and replanting trees that have been removed (including along the parking lots and walkway);
- Add security cameras;
- Incorporate historic signage;
- Include enhanced ball containment netting (Field 1, Field 2, and basketball courts);
- Include additional/enhanced lighting along the walking path and parking lots (especially in darker areas);
- Shade structure over the playground equipment;
- Include ADA improvements (parking lot and sidewalk);
- Consider recycled water system for the splash pad;
- Include drinking fountains with bottle-filling stations;
- Ensure wattage in the concession stand can power different equipment simultaneously;
- Incorporate a dual-use warning track/walking path and pedestrian gate by the mural wall;

- Incorporate a barrier between the play area and parking lot to protect children; and
- Consider cost estimates to rehab the mural.

#### Summary of Public Comments Received During Public Comment Period.

As of the date this agenda was published, public comments have been generally positive, with some concerns regarding the use of the splashpad and the ball fields, and emphasizing the community's desire for immediate action and preservation of trees for shade. Comments also included inquiries for improvements at Pioneer Park. Concerns regarding the splashpad and ball fields will be addressed through development of the Project's maintenance plan and programming to manage field use. No substantive alterations to the design are needed based on comments received. All public comments received prior to the City Council meeting will be acknowledged during the Public Comment portion of the agenda.

#### Staff Report from September 5, 2023

The California Department of Parks & Recreation awarded \$4.2 million grant to the City for the Las Palmas Park Revitalization Project as part of the Statewide Parks Development and Community Revitalization Program and the "Outdoors for All" initiative. The revitalization project transforms Las Palmas Park into a prime recreation facility. Major park amenities such as the ball diamonds, playground, picnic shelters, and other amenities are being renovated. A splash pad and new exercise area will also be constructed.

The proposed Conceptual Design for the park's transformation is a result of a robust community engagement effort that provided residents a platform to contribute their ideas and suggestions for these renovations. The process of gathering input was a collaborative effort between the City and its residents using the Consult approach from the City's Community Framework plan. In this effort, the public played a significant role in shaping the design of the project.

In February 2023, RCS staff partnered with Pacoima Beautiful and RJM to create a strategic plan for community engagement for the Las Palmas Park Revitalization Project. The focus was on creating an effective approach for collecting feedback from the San Fernando community. Discussion centered around the methodology for gathering feedback and the means (printed material, websites, social media and in-person interaction) that would be utilized to solicit opinions to help shape the development of the Project's design.

Based on the City Council's recommendation, a comprehensive plan with a multi-pronged approach was employed to gather feedback. The tools used for the community engagement included:

- Community Meetings
- Pop Up tabling
- Focus Group Meetings
- Canvassing the Las Palmas Park Neighborhood

- Interview of Key Stakeholders
- Community Survey
- A Project Website

#### Community Engagement.

San Fernando residents were invited to several community workshops to learn about the Park and Recreation Master Plan and Las Palmas Park Revitalization Project, and to participate in the process by offering their thoughts and ideas on what elements should be incorporated into the park renovation. Three separate workshops were held at the Las Palmas Park Community Center on March 29, 2023, April 27, 2023, and May 31, 2023 to collect and review responses from the community. The feedback provided is detailed in the Cumulative Community Workshop Summary (Attachment “B”).

Pacoima Beautiful conducted several Pop-Up events to inform residents about the Community meetings being held, inform participants about the Project and administer the community survey. Pop Ups were conducted at RCS Special Events, the San Fernando Night Market and Sport Opening Days. Pacoima Beautiful met with focus groups like senior clubs, sports clubs, and park patrons, and interviewed key stakeholders (League Managers and City Council) to gather their ideas on the Project. Pacoima Beautiful staff also collected input by canvassing Las Palmas Park neighborhood, which was shared with RJM to incorporate into the design.

RJM helped to solicit community feedback by developing a project website (<https://storymaps.arcgis.com/stories/efd0992a7f334200ad998227a4c0dd77>) that shared an overview and history of the project, a project timeline, and posted updates on the progress of the project, which is also accessible from the City’s website. Within the website, a link to the City’s 10-question survey allowed the design team to gain a better understanding of the community’s vision. In addition to the City’s survey, RJM developed a feedback link allowing visitors to provide ideas and comments about the Las Palmas Park Revitalization Project. All information collected via the community engagement effort has been incorporated into the proposed Conceptual Design for the Project.

#### Conceptual Design.

RJM solidified the information gathered from the community engagement effort and presented all the options and ideas at the May 31, 2023 community meeting. The community meeting showed the results of the survey, which asked respondents to select up to five park amenities that should be prioritized and included in the renovation of Las Palmas Park. The City survey had 256 respondents, 226 were in English and 30 in Spanish. The ranking of the park amenities are as follows:

1. Roller Skating Rink	(50%)	13. Basketball Court	(15%)
2. Park Restrooms	(49%)	14. Baseball Field	(14%)
3. Field Lighting	(46%)	15. Accessible Patio	(12%)
4. Walking Path Lighting	(42%)	16. Concession Stand	(12%)
5. Multipurpose Athletic Field	(31%)	17. Synthetic Turf Field	(11%)
6. Dog Park	(28%)	18. Tennis/Pickleball Courts	(10%)
7. Parking Lot	(28%)	19. Learning Center	(10%)
8. Picnic Shelters	(26%)	20. Wading Pool	(9%)
9. Accessible Playground	(25%)	21. Gym Floor	(8%)
10. Community Garden	(24%)	22. Irrigation/Landscaping	(6%)
11. Building Restrooms	(23%)	23. Awning for Gym Entrance	(3%)
12. Splashpad	(17%)	24. New Windows for Gym	(2%)

Participants at the May 31, 2023 community meeting cast their vote for the type of park amenity they wanted by placing dots next to a picture of samples of their preferred amenities. Each amenity had a different color dot to distinguish between each vote and tally the results. The proposed conceptual design (Attachment “A”) correlates to the final tally of the Dot Exercise on May 31, 2023, and the priorities of the community identified in the survey.

The proposed conceptual design includes all of the Grant Scope improvements except a Tennis/Pickleball Court that has been replaced with the Roller Rink overlay. Upon the City Council’s approval, RCS staff will notify the State of California, Department of Parks and Recreation, of the change in the Grant Scope. No additional funds are being requested for a change; hence, staff expects the State to approve the change.

#### Notice Inviting Bids.

Should the City Council approve the Conceptual Design, RJM will produce construction documents and specifications for the contractors bidding process. The construction documents are expected to be available the latter part of December 2023. City staff (Public Works and Community Development departments) will conduct a Plan Check Review of the documents to ensure the documents meet all regulatory standards required by local, state, and federal agencies overseeing capital improvement projects. The Plan Check Review is expected to take between three to four weeks to complete or by the end of January 2024.

Staff will circulate a Notice Inviting Bids for the formal competitive bidding process in February 2024. The proposals will be evaluated and staff will recommend the lowest qualified bidder to the City Council in late March 2024 or early April 2024. Construction on the Las Palmas Park Revitalization Project is expected to begin in May 2024, with a completion date of June 2025.

**BUDGET IMPACT:**

The total estimated grant cost for the Las Palmas Park Revitalization Project is \$4,234,980. Funding was appropriated in the City's Fiscal Year 2021-2022 budget through the Statewide Park Development and Community Revitalization (SPP) Grant and carried forward into current year for capital project costs. There is no match requirement for this grant.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
Statewide Park Program (Grant)	010-3692-0156	\$ 4,234,980
<b>Total Sources:</b>		<b>\$ 4,234,980</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Pre-construction Cost	010-422-0156-4600	\$ 490,121
Plans, Specifications, Cost Estimates, Permits		
Groundbreaking,		
Community Engagement	010-422-0156-4600	\$ 40,000
Construction	010-422-0156-4600	\$ 3,704,859
<b>Expenditures-to-Date:</b>		<b>\$ 107,090</b>
<b>Total Available Uses:</b>		<b>\$ 4,127,890</b>

The grant scope cost allows \$705,830 for pre-construction expenses. RJM's cost is \$490,121 and the community engagement cost is \$40,000 totaling \$530,121. The combined cost is within the allotted amount for Pre-construction cost. Upon conclusion of the design phase, staff will re-allocate any remaining pre-construction funds toward construction.

**CONCLUSION:**

It is recommended that the City Council approve the conceptual design for the Las Palmas Revitalization Project that includes the design suggestions from September 5, 2023 and September 18, 2023 meetings, authorize RJM Design Group, Inc. to start developing construction documents, and authorize a Notice Inviting Bids for the formal competitive bidding process upon completion of the construction documents.

**ATTACHMENTS:**

- A. Conceptual Plan
- B. Cumulative Community Workshop Summary

































SOFT TOSS BATTING CAGE



DUGOUT



SHADED BLEACHER



SCOREBOARD AND BALL  
CONTAINMENT NETTING









## CUMULATIVE COMMUNITY WORKSHOP SUMMARY

**DATE:** June 26, 2023  
**TO:** CITY OF SAN FERNANDO  
**FROM:** RJM Design Group, Inc.  
**SUBJECT:** Las Palmas Park Renovation



The California Department of Parks & Recreation awarded \$4.2M to the City for the Las Palmas Park Revitalization Project as part of the Statewide Parks Development and Community Revitalization Program and "Outdoors for All" initiative.

The Revitalization Project includes the addition of multipurpose athletic field, splash pad, tennis/pickleball court, sports field and park lighting. It also includes renovations of the play area, basketball court, baseball fields, walking paths, picnic shelters, outdoor exercise equipment, and restroom/concession building.

With a request from the San Fernando City Council, the non-profit organization Pacoima Beautiful was engaged to conduct and assist with the workshops. In addition to hosting the first two workshops, Pacoima Beautiful also canvassed the neighborhood surrounding the park speaking to residents, handing out informational fliers and inviting them to attend and share their ideas on the park improvements. Their team generated lists of community responses from each of those two workshops of the amenities and features requested to be included in the park revitalization.



**Thursday, April 27, 2023**  
**Your Park, Your Vision**

### Las Palmas Park Revitalization Community Meeting

You are invited to play an important role in the planning and design process to revitalize Las Palmas Park.

A series of community meetings are being planned to gather feedback from the community on the design elements of the project.

Join us for the 2nd community meeting on April 27, 2023, at 5:30-7:30pm at Las Palmas Park inside the gym.

Child Care will be provided for participants

Send a text message with the word "laspalmas" to 77222 to receive project updates

For more information call Gisell at (818) 940-8114 or visit the city's website.

Let the City  
Know Your  
Vision

Take Part in  
the Planning  
and Design of  
the Project

Your Opinions  
Matter!

Lend Your  
Voice to the  
Discussion

Help Build the  
Park You Want

Scan the QR  
Code to take  
the survey



505 S. Huntington Street San Fernando, CA 91340



Pacoima  
Beautiful



CITY OF  
SAN FERNANDO



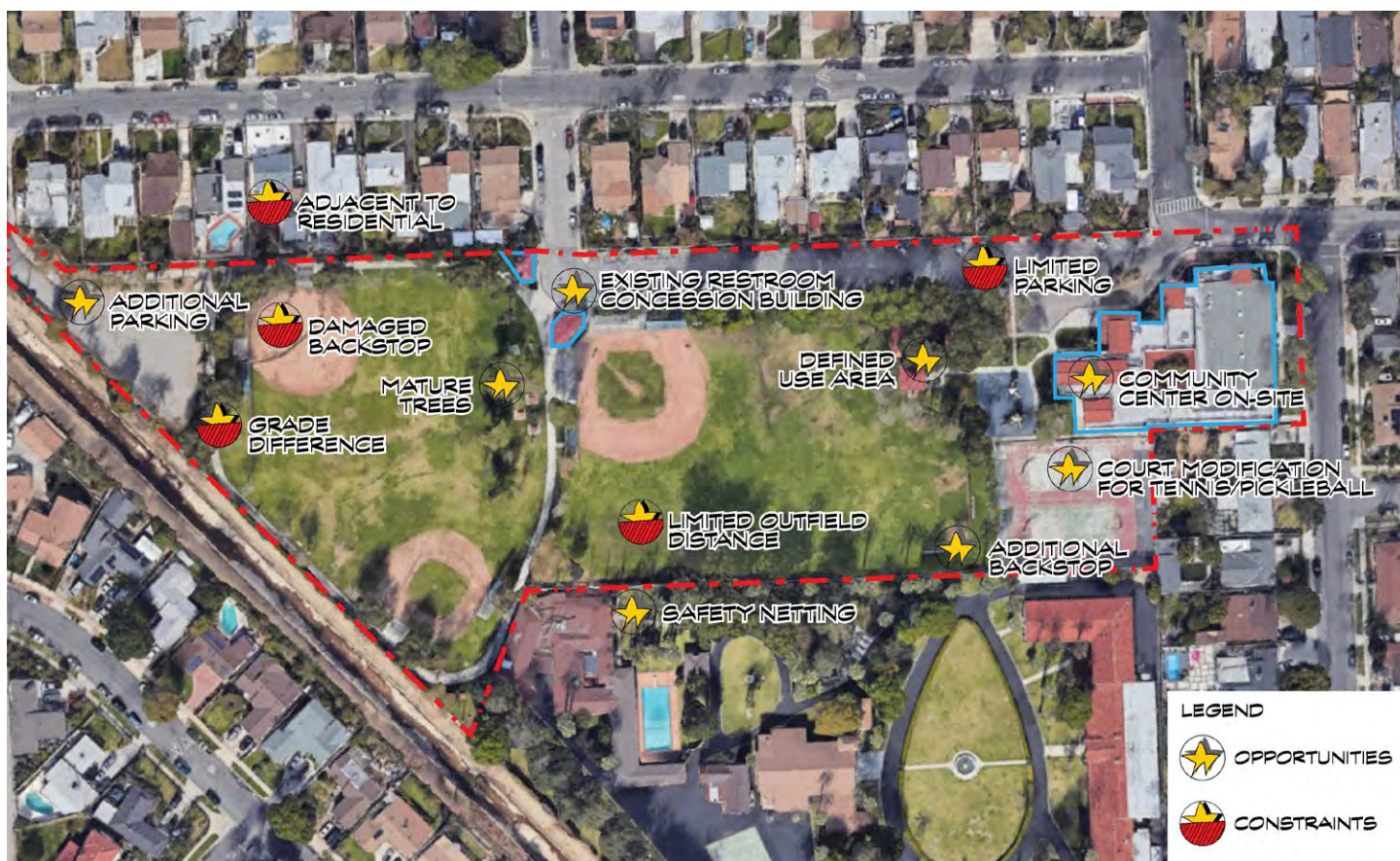
RECREATION AND  
COMMUNITY  
SERVICES

208 Park Avenue  
San Fernando, CA 91340  
818-998-1290

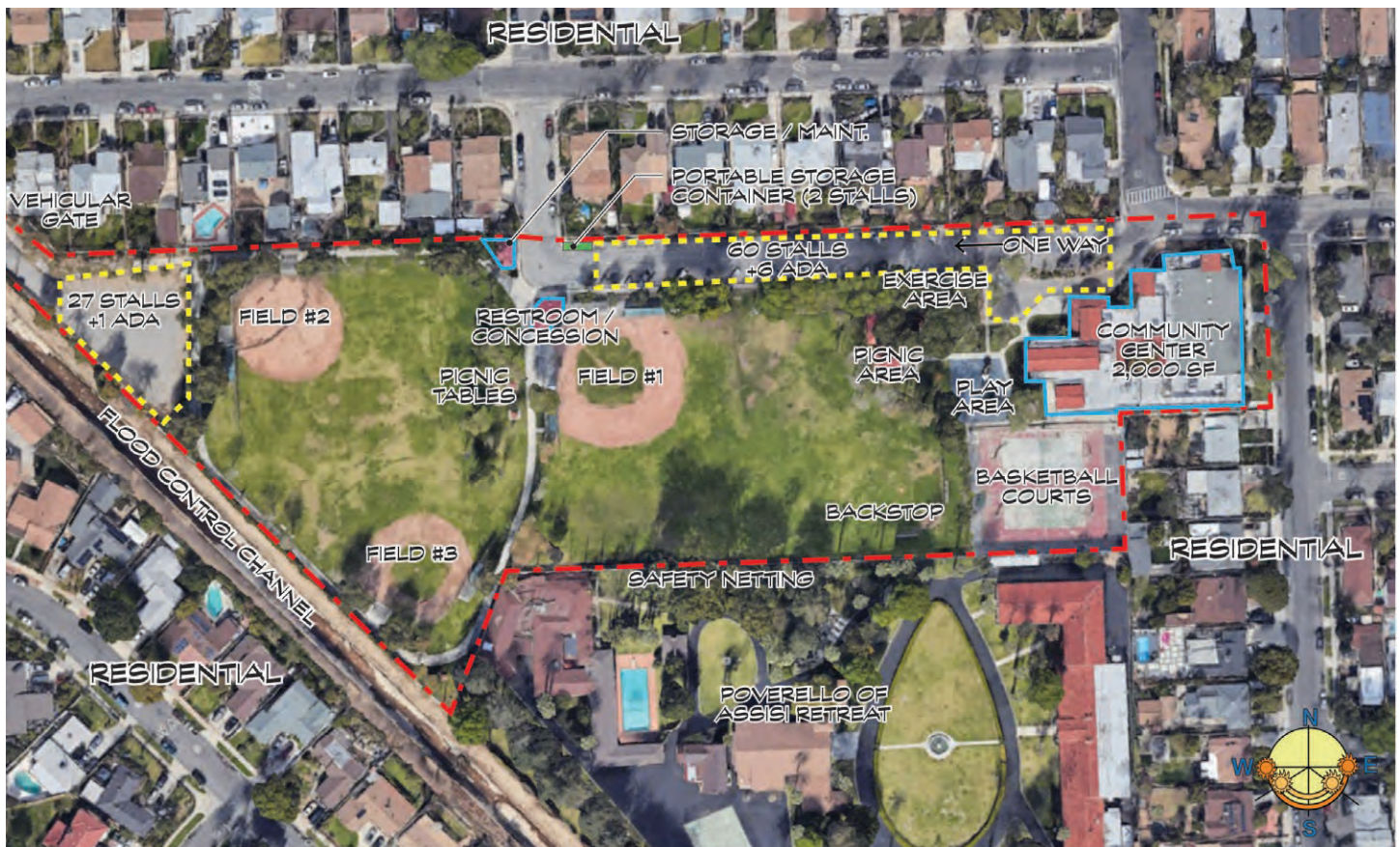
SFCITY.ORG/SFRECREATION



Part of the outreach efforts involved information sharing. The following exhibits illustrate site photos as well as opportunities and constraints used to inform the community of the project.







As part of the community outreach portion of the project, residents of the City of San Fernando were invited to several community workshops to learn about the Master Plan process and to participate by offering their thoughts and ideas on what elements should be incorporated into the park renovation. Three separate workshops were held at the Las Palmas Community Center on March 29th, April 27th, and the final community event held on May 31st to culminate the responses from the community. The following is the information collected from Pacoima Beautiful as part of their outreach efforts.

### March 29th Workshop Responses

#### Park Amenities

- Baseball
- Basketball
- Concession Stand
- Dog Park
- Exercise Stations
- Hitting Wall
- Lighting
- Playground
- Picnic/Barbecue Area
- Restrooms
- Roller Rink
- Security
- Skate Park
- Soccer
- Splashpad
- Stage
- Swimming Pool
- Tennis
- Walking Path

## April 27th Workshop Responses

### Park Amenities

- Baseball
- Basketball
- Concession Stand
- Dog Park
- Drinking Fountains
- Exercise Stations
- Hitting Wall
- Lighting
- Playground
- Picnic/Barbecue Area
- Restrooms
- Roller Rink
- Running Track
- Security
- Skate Park
- Soccer
- Splashpad
- Stage
- Swimming Pool
- Vehicular Circulation Signage
- Volleyball

## April 27th Workshop Responses

### Building Improvements

- Activity Room
- Air Conditioning
- Computer Room
- Concession Stand
- Dance Room
- Handicap Access / ADA Door Openers
- Gym Ceiling
- Security Cameras in Building
- Workout Room



To help solicit community feedback, RJM developed a project website that shared an overview of the history, the intended timeline, and project updates as the project progressed. Within the website, a link to a ten question survey generated by the City of San Fernando allowed the design team to gain a better understanding of the community's wishes. In addition to Pacoima Beautiful's efforts, the City also hosted an online survey available from January until the end of the community outreach phase. The following are the results from the survey.

### City Survey Responses as of April 27th

#### Park Amenities

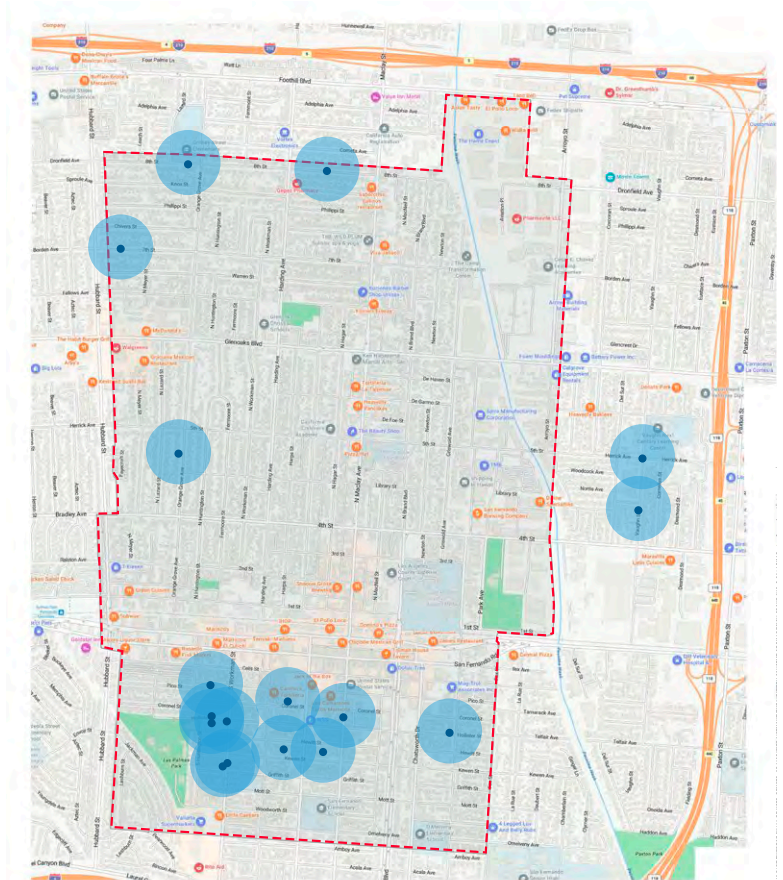
1. Roller Skating Rink (50%)
2. Park Restrooms (49%)
3. Field Lighting (46%)
4. Walking Path Lighting (42%)
5. Multipurpose Athletic Field (31%)
6. Dog Park (28%)
7. Parking Lot (28%)
8. Picnic Shelters (26%)
9. Accessible Playground (25%)
10. Community Garden (24%)
11. Building Restrooms (23%)
12. Splashpad (17%)
13. Basketball Court (15%)
14. Baseball Field (14%)
15. Accessible Patio (12%)
16. Concession Stand (12%)
17. Synthetic Turf Field (11%)
18. Tennis/Pickleball Courts (10%)
19. Learning Center (10%)
20. Wading Pool (9%)
21. Gym Floor (8%)
22. Irrigation/Landscaping (6%)
23. Awning for Gym Entrance (3%)
24. New Windows for Gym (2%)



The final workshop consisted of an individual “dot” exercise where participants received five (5) blue dots to place next to their top 5 amenities. Participants also were given one (1) yellow dot for their favorite playground theme, green dot for water play amenity, purple dot for exercise equipment, red dot for shade structure, and orange dot for baseball field amenities. Sixty (60) attendees participated in the final workshop.

### Pre-Survey Question 1: Where do you live?

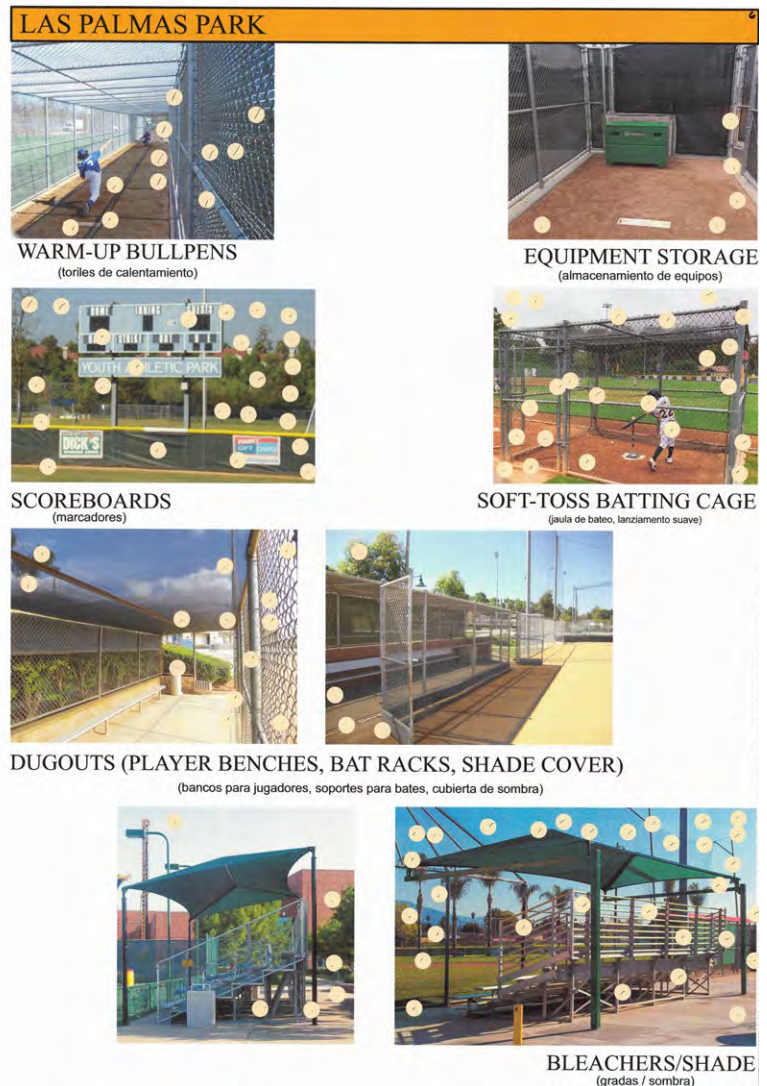
Survey participants were distributed throughout the City of San Fernando with a majority being located in the surrounding neighborhoods next to the park.



## Individual "dot" Exercise (blue dots)

### Recreation Programs:

- Baseball Field Improvements: **22**
- Add Safety/Security Lighting: **27**
- Install Roller Derby/Skating Rink: **11**
- Restroom/Concession Improvements: **28**
- Basketball Court Improvements: **8**
- Play Area Improvements: **13**
- Add Walking Path/Running Track: **11**
- Exercise Area Improvements: **7**
- Replace Site Furnishings (Benches, Picnic Tables, Drinking Fountains, etc.): **17**
- Add Splashpad Water Play Area: **15**
- Add Pickleball/Tennis Courts:
- Add Skate Spot: **4**
- Add Hitting/Play Wall: **1**
- Add Off-Leash Dog Area: **10**
- Add Volleyball Court: **8**





# LAS PALMAS PARK



NATURAL



SPORTS



AGRICULTURE



ROCK CLIMBING



PATRIOTIC



FUTURISTIC



SENSORY



DINOSAURS



## LAS PALMAS PARK



2



2

PLAYABLE FOUNTAINS  
GROUND SPRAYS ONLY

**TOTAL: 4**



0



19

STANDARD SPLASH PAD  
ERECTED STEEL SPRAY PLAY  
**TOTAL: 43**



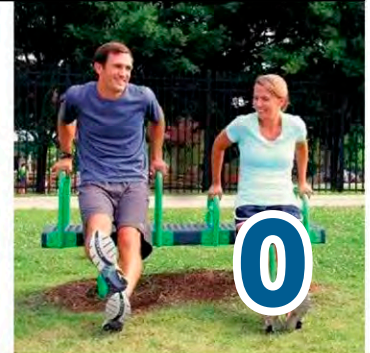
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10



## LAS PALMAS PARK



STATIC FITNESS EQUIPMENT **TOTAL: 0**



STATIC FITNESS RIG STRUCTURES **TOTAL: 6**



OBSTACLE COURSE ELEMENTS **TOTAL: 30**



DYNAMIC FITNESS EQUIPMENT **TOTAL: 11**



## LAS PALMAS PARK



PRE-FABRICATED SHADE STRUCTURES

**TOTAL: 9**



CUSTOMIZED PRE-FABRICATED SHADE STRUCTURES

**TOTAL: 21**



OPEN PICNIC TRELLIS SHADE STRUCTURES

**TOTAL: 2**



FABRIC SAIL SHADE STRUCTURES

**TOTAL: 7**



## LAS PALMAS PARK



WARM-UP BULLPENS



EQUIPMENT STORAGE



SCOREBOARDS



SOFT-TOSS BATTING CAGE

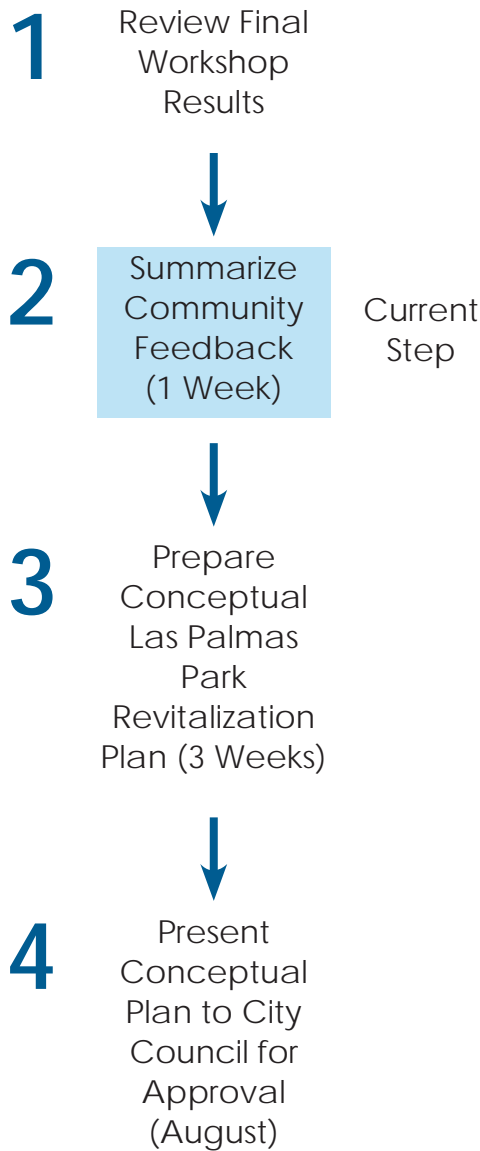


DUGOUTS (PLAYER BENCHES, BAT RACKS, SHADE COVER) **TOTAL: 18**

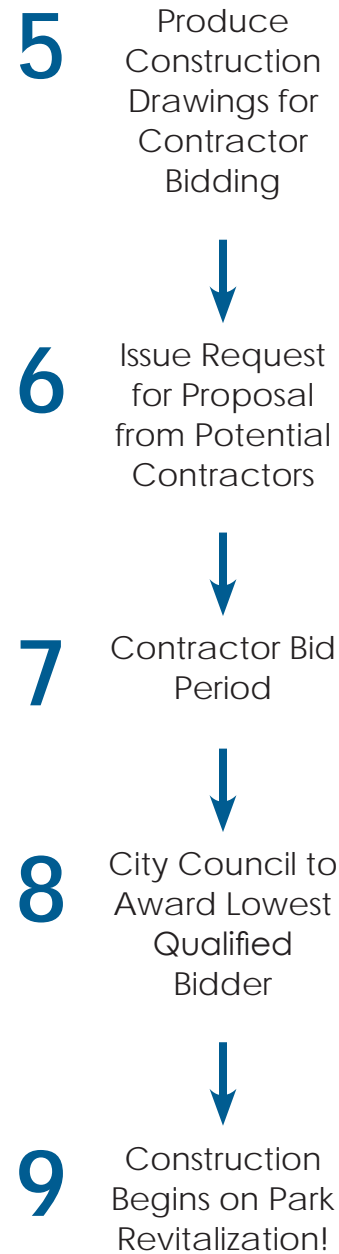


**TOTAL: 37** BLEACHERS/SHADE

## Next Steps



### With City Council Approval



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

**From:** Nick Kimball, City Manager  
By: Kenneth Jones, Management Analyst

**Date:** September 18, 2023

**Subject:** Consideration to Authorize Construction Contingency, Accept Project Completion and Authorize the Recordation of the Notice of Completion for Phase 1 of the Annual Street Resurfacing Project

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Authorize construction contingency of \$361,612 (10 percent) of the contract amount for use to complete final project payments in Phase 1 of the Annual Street Resurfacing Project;
- b. Accept the improvements as constructed by Toro Enterprises, Inc., and consider the work completed;
- c. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- d. Authorize the release of the five percent retention amount (\$118,416.60) after the 35-day lien period from the date the Notice of Completion is recorded.

**BACKGROUND:**

1. As part of the City's Fiscal Year (FY) 2022–2023 Budget, the City Council approved funding involving the rehabilitation of local roads. This project was funded through Senate Bill (SB) 1, Metro, Proposition C, State Gas Tax, Measure R, Measure M and ARPA funds and included the installation of slurry seal, new traffic striping, curb and gutter improvements and painting of house addresses within the project limits.
2. On August 15, 2022, the City Council awarded Contract No. 2100 to Toro Enterprises, Inc. (Contractor) in the amount of \$1,853,080 and authorized the City Manager to approve change orders not to exceed 10 percent of contract amount.

3. On October 4, 2022, a Notice to Proceed was issued to the Contractor.
4. On May 31, 2023, work was completed by the Contractor.

**ANALYSIS:**

Construction Contingency Authorization.

As part of the Fiscal Year 2022-2023 Approved Budget, funds were appropriated for an annual street resurfacing project in the City. The City and GMU, the City's construction management firm, worked together to evaluate alternative methods for addressing the condition of numerous streets within the City. The primary objective was to resurface all streets over the course of the next three years, using cost-effective pavement treatments, primarily focusing on slurry sealing. The FY 2022-2023 Annual Street Resurfacing Project was divided into two phases: Phase 1 concentrated on streets rated as being in fair to good condition and Phase 2 focused on streets requiring a more extensive pavement treatment.

The City Council approved the project on August 22, 2022, awarding the contract to Toro Enterprises. However, at the September 19, 2022 and October 3, 2022 City Council meetings, residents from both the 400 and 500 blocks of Meyer Street expressed concerns about the condition of their street's condition. Since a Type I slurry seal would not suffice to address the existing condition of Meyer street, an overlay was deemed necessary, leading to the exclusion of this segment of Meyer Street from the initial scope for Phase 1.

At the October 3, 2022 City Council meeting, former Director of Public Works, Matthew Baumgardner, informed the City Council that North Meyer Street, originally planned for Phase 2, would be shifted into Phase 1 due to the pressing need.

Phase 2 was subsequently awarded to American Asphalt South, Inc. (Contract No. 2130) on January 3, 2023, with a contract amount of \$3,610,154. While a contingency of \$361,612 (10 percent) was established in concert with the additional fund appropriation at the time of construction award, this request was not expressly included in the motion. Additionally, although it was mentioned during the presentation for the Phase 2 Project Award that North Meyer Street would be included in the Phase 1, the formal change to the scope of work and corresponding allocation of funds were not finalized.

To finalize Phase 1 payments for construction work performed by Toro Enterprises, staff is requesting City Council to formally authorize the contingency and allow the utilization of funds from Phase 2 to complete the work necessitated by this change in scope.

Notice of Completion.

The Phase 1 Annual Street Resurfacing Project consisted of roadway resurfacing and concrete improvements on an approximate 18 miles of City streets. This extensive undertaking began in September 2022 and was completed in May 2023. The construction management firm, GMU, oversaw the project and was tasked with providing inspection services. A GMU Inspector monitored the worksite on a daily basis throughout the project duration to ensure that work was performed in accordance with the prescribed plans and specifications. The scope of work included:

- Replacement of concrete curb and gutters;
- Pavement rehabilitation; and
- Installation of traffic striping and painting of house numbers on the curb.

Eight change orders were issued for this project, including the addition of North Meyer Street between Fourth and Fifth streets. The total amount in change orders is \$484,606.42, with substantial portion, \$357,512.50, attributed to North Meyer Street. The contingency fund was used to complete the work on Alexander Street, between Fifth Street and Glenoaks Boulevard, a task originally designated for the Fiscal Year 2018-2019 Annual Street Resurfacing Project but left incomplete due to funding shortage. The remaining change orders, covered by the contingency fund, were necessitated by unforeseen challenges, including a couple of water main breaks, omitted traffic loop installations, and subgrade improvements on North Meyer Street.

Following a comprehensive evaluation of the work performed by the contractor, staff confirmed that the project was completed in conformance with the approved plans and specifications. As a result, staff recommends proceeding with filing the Notice of Completion for recordation with the Los Angeles County Office of the Registrar-Recorder/County Clerk.

**BUDGET IMPACT:**

A total of \$6,460,154 in Special Revenue and ARPA Funds was appropriated in FY 2022-2023 for the Annual Street Resurfacing Project. The Phase 1 Annual Street Resurfacing Project was awarded to Toro Enterprises, Inc. (Contract No. 2100) in August 2022, in the amount of \$1,853,080 plus a 10 percent contingency. The total cost for this phase of the project, including eight change orders, was \$2,368,332, resulting in an overage of \$329,944. This overage is in part due to the transition of North Meyer Street from Phase 2 to Phase 1, as directed by City Council.

The Phase 2 Annual Street Resurfacing Project was awarded to American Asphalt South, Inc. (Contract No. 2130) in the amount of \$3,610,154, in January 2023. It is expected that the work performed by American Asphalt South, Inc. will be completed under the original contract amount allowing for funds to be shifted to pay for the overage of Phase 1. The totality, of the resurfacing project is expected to be completed under budget:

<b>Annual Street Repavement Project</b>	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
<b>Design/Construction Management</b>	\$ 450,000	\$ 503,158	\$ (53,158)
<b>Phase I</b>	\$ 2,038,388	\$ 2,368,332	\$ (329,944)
<b>Phase II</b>	\$ 3,610,154	\$ *3,431,277	\$ 178,877
<b>Contingency</b>	\$ 361,612	\$	\$ 361,612
<b>TOTAL</b>	<b>\$ 6,460,154</b>	<b>\$ 6,302,767</b>	<b>\$ 157,387</b>

*\*Estimated pending final Phase 2 invoices*

#### **CONCLUSION:**

It is recommended that the City Council authorize use of the construction contingency for final payments related to Phase 1 of the annual street resurfacing project. Additionally, staff recommends City Council accept the improvements as constructed by Toro Enterprises, Inc., consider the work completed, authorize the issuance and filing of the "Notice of Completion," and authorize the release of the five percent retention amount (\$118,416.60) after the 35-day lien period.

#### **ATTACHMENT:**

A. Notice of Completion

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**City of San Fernando**  
Julia Fritz, City Clerk  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the Phase 1 Annual Street Resurfacing project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Project construction improvements consisted of concrete work, removal of AC roadway, cold milling of AC pavement, crack sealing and placement of slurry seal.
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: Citywide
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on May 31, 2023
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** Toro Enterprises, Inc., P.O. Box 6285, Oxnard, CA 93031
8. **DECLARATION:** I, Kenneth Jones, duly appointed Management Analyst of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Kenneth Jones, Management Analyst  
City of San Fernando, California

\_\_\_\_\_  
Date

### ACKNOWLEDGMENT

State of California                    )  
County of Los Angeles            )

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

On \_\_\_\_\_ before me, Julia Fritz, Notary Public, personally appeared, Kenneth Jones who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Julia Fritz, Notary Public

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

**From:** Nick Kimball, City Manager  
By: Kenneth Jones, Management Analyst

**Date:** September 18, 2023

**Subject:** Consideration to Approve a Contract with Parking Company of America for Public Transportation Services

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Contractual Services Agreement (Attachment "A" – Contract No. 2197) with Parking Company of America in the amount of \$3,559,271 for a five-year term, with a City option to renew for two additional years for public transportation services ; and
- b. Authorize the City Manager to execute the agreement and all related documents.

**BACKGROUND:**

1. On May 16, 2016, the City Council approved a five-year contract, with two one-year options to renew, with Parking Company of America (PCA) for public transportation services.
2. On June 30, 2023, PCA's contract for providing public transportation services expired.
3. During August 2023, PCA submitted three separate proposals for public transportation services for the City of San Fernando (Attachment "B").

**ANALYSIS:**

The San Fernando Transit system began providing local transportation services in November 2008 after the City purchased two trolleys as part of a Federal grant program at a cost of approximately \$366,000. The transportation service consists of both a fixed route (Trolley) and demand responsive (Mission City Transit) service for San Fernando residents. The Trolley operates a total of two vehicles and provides service within the City limits of San Fernando. The Mission City Transit (MCT) also operates two vehicles and provides service to destinations within the City

limits and some longer-distance trips for medical purposes through the access paratransit service. Both services operate seven days a week. Over the last two fiscal years, a total of 47,220 passengers received transportation services from the Trolley and 12,837 passengers from the MCT; a system total of 60,057 passenger trips.

Recognizing the ongoing financial challenges faced by many residents in the aftermath of the COVID-19 outbreak, the City Council has taken proactive step of approving free access to the City's transit services. This decision aims to alleviate financial burdens and encourage new ridership. This action aligns with the City Council's 2022-2026 Strategic Goals that emphasize the need to Enhance Public Transportation to Move San Fernando. Specifically, one of the goal's strategy is to *Enhance public transit by providing affordable access to the Mission City Transit system (i.e., Trolley) and improve Trolley stops by making them more user friendly, attractive, clean and architecturally consistent.*

As of July 2023, both transportation services, the Trolley and MCT, have been made available to residents free of charge. To ensure residents are well-informed about this significant change, the announcement was disseminated through social media posts and updates on the City website. Additionally, this information has been included in the City Manager's Monthly Report for September 2023. The no cost for use of the transit system will be continuously promoted to the public until further notice.

#### Transportation Services Overview.

- Trolley - The trolley service is available daily to residents and is comprised of 28 stops that link the City's residential and commercial areas. The trolley service is available weekdays from 10 am to 4 pm, and weekends from 11 am to 4 pm. Though the City is not currently charging a fee for the service, the cost per ride is \$0.25 and the average Trolley stop wait time is 20-25 minutes. Two City-owned trolleys service the fixed route at all times during normal hours of operation (Attachment "C").
- Mission City Transit (MCT) - The MCT is a shared curb-to-curb community service. There are two buses available (owned by PCA) and each one has the capacity for 14 passengers and two wheelchairs. Service hours are weekdays 7:30 am to 5:30 pm; service is not available on weekends. The general public may request a ride anywhere within the City, but only residents of the City may use MCT for transportation to approved medical sites outside of the City limits for medical purposes.

### Notable Issues.

The most notable issue hampering the City's transit program is the age and health of the two City-owned Trolleys. Both Trolleys are over 15 years old and considered "past their useful life." With Trolley No. 1 having 141,629 miles and Trolley No. 2 having 140,444 miles, being out of service for repairs has become an increasingly consistent and ongoing occurrence. For example, from July 1, 2021 through June 30, 2023, both Trolley No. 1 and Trolley No. 2 have been out of service approximately 75 percent of the time. Shuttles owned by PCA are used whenever Trolleys are out of service for repairs.

Due to the consistent maintenance and repair issues seen by both Trolleys, the expected excessive number of days the Trolleys will continue to be out of service, the difficulty of obtaining parts for repairs because of the age of the vehicles, and the impact the costs associated with maintaining and repairing Trolleys will have on a new contract for transportation services, staff recommends discontinuing the use of the vehicles.

PCA is the most recent vendor to provide and manage transportation services for the City. PCA's contract had a term of five years, plus two one-year City options to renew, and expired on June 30, 2023. The contract had a built in annual three percent CPI increase; PCA waived their three percent increase for Fiscal Year 2021-2022 due to the COVID-19 outbreak. The total cost of PCA's final contract year was \$659,042, in which \$70,491 was from fuel costs.

In April 2023, staff began analyzing the best way to procure a new contract for public transportation services. The after considering a full-blown formal Request for Proposal, staff had concerns about the potential increased cost due to continued use of old trolleys requiring constant maintenance and the markup on the cost of gas that many transit companies were placing within their contracts. As a second option, staff began looking into piggybacking as a more cost effective and efficient way towards obtaining a new contract. Having a history with PCA, and seeing first hand their level of customer service, and how they responded to all City requests, staff reached out to them to discuss the possibility of piggybacking off one of their existing contracts that had been formally bid by another city.

Through the piggyback process, staff is proposing the City enter into a new contract with PCA based upon the price sheet included in PCA'S contract with the City of Bell Gardens for public transportation services. The California Public Contract Code and the City's Purchasing Policy allows for "piggybacking" which is the process of approving a contract based upon the terms of a contract that has been competitively bid by another public agency.

On July 16, 2018, the City of Bell Gardens issued a Request for Proposals (RFP) (Attachment "D") to qualified companies to supply, manage and operate a Fixed Route and Dial-A-Ride service for their City. On September 17, 2018, the City of Bell Gardens received three proposals in response to the RFP. The three companies whom submitted a proposal were PCA (Attachment "E"), First Transit and MV Transportation, Incorporated. On January 14, 2019, Bell Gardens City Council

approved a five-year contract (Attachment “A”, Exhibit “C”) with PCA for city transportation services. PCA has agreed to allow the City of San Fernando to “piggyback” on its bid to the City of Bell Gardens by offering the same rates or lower (Attachment “A”, Exhibit “A”) to San Fernando.

#### Contract Options.

Per the City’s request, PCA submitted three contract options for consideration.

- Option One - This option would see the continued use of City-owned Trolleys for the fixed route service and the continued use of PCA owned shuttles for MCT service. This option does not include any enhancements to the scope of services that the City is requesting. The issue of the Trolleys consistently being out of service will persist and the total cost for services over a five-year period (\$3,692,609) is higher than the two other options.
- Option Two - This option would see the retiring of both City-owned Trolleys. PCA would replace the Trolleys with two 20 passenger shuttle buses with Americans with Disabilities Act (ADA) access shuttles, currently used for MCT service, and replace the MCT shuttles with two new five passenger minivans. Utilizing shuttles owned by PCA would relieve the City from having to purchase new Trolleys at an estimated cost \$446,000. In addition, by downsizing to minivans for the MCT service, the City stands to save an estimated \$160,387 in fuel cost over a five-year term. The reduction in fuel cost is due to downsizing to brand new minivans which are smaller, use less gas and are more fuel efficient than the 20 passenger shuttles especially when traveling outside the city limits. Total cost for this option over a five-year period is \$3,559,271.
- Option Three - This option mirrors Option Two except for one difference. Option Three would utilize two new 17 passenger electric buses with ADA access for MCT service instead of two new gas-fueled minivans as mentioned in Option Two. Pursuing this option would require the City to install an electric vehicle charging station at the City Yard which would cost between \$15,000 and \$30,000. Total cost for this option over a five-year period is \$3,590,930.

#### Additional Scope of Services: Included in Options Two and Three.

In an effort to enhance the City’s transportation services, staff made a request to PCA to provide additional services that would be performed under a new contract. PCA agreed to perform the following additional tasks:

- New Route Options: Provide an assessment of establishing a new route or modifying an existing route to support economic development within the Downtown core;
- Electric and Eco-Friendly Vehicles;
- Community Outreach and Accessibility Programs;

- Trolley Wrap on shuttles to give the appearance of Trolleys; and
- Enhanced data collecting for City to use when applying for transportation related grant funding.

Staff recommends proceeding with Option Two due to it being the least expensive of the three options, includes the requested additional scope of services and does not require an upfront capital cost for the installation an electronic vehicle charging station.

#### **BUDGET IMPACT:**

Since its inception, the City's transportation service has been funded through local return funds received by the City on an annual basis. The total cost for PCA to manage and operate the City's transportation service over a five-year term is \$3,559,271. The first year of the contract will cost \$670,405 with each subsequent year seeing a three percent CPI increase; this includes the City's two one-year options to renew. Funds to cover the cost for the transportation service were appropriated in the Fiscal Year 2023-2024 approved budget and allocated within Funds 007 (Proposition A) and Fund 008 (Proposition C). The following table details the Fiscal Year 2023-2024 approved public transportation budget:

<b>Proposition A Fund</b>	
007-313-0000-4260 (Contractual Services)	\$ 199,559
007-313-3630-4402 (Fuel)	\$ 70,000
007-440-0442-4260 (Contractual Services)	\$ 270,000
<b>Proposition C Fund</b>	
008-313-0000-4260	\$ 218,000
<b>TOTAL PROGRAM BUDGET:</b>	<b>\$ 757,559</b>

#### **CONCLUSION:**

Staff recommends that the City Council approve Parking Company of America's contract for public transportation services and authorize the City Manager to execute the agreement and all related documents.

**ATTACHMENTS:**

- A. Contract No. 2197, including:
  - Exhibit A: Management and Operation San Fernando Transit System – Scope of Work
  - Exhibit B: Correspondence of Contractor
  - Exhibit C: Bell Gardens Contract
- B. PCA Proposals
- C. Trolley Route Map
- D. Bell Garden RFP
- E. PCA Proposal to Bell Gardens

2023  
CONTRACT SERVICES AGREEMENT  
(Contractor: PCAM, LLC dba Parking Company of America)  
(Nature of Engagement: Public Transit Services)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 18<sup>th</sup> day of September 2023 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and PCAM, LLC doing business as PARKING COMPANY OF AMERICA (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CONTRACTOR has provided CITY with local public transit services for residents of the CITY since at least 2016; and

WHEREAS, CITY has a continuing need for such services and in the interest of maintaining continuity wishes to continue having such services provided by CONTRACTOR; and

WHEREAS, CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, Section 2-802 (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) authorizes the CITY award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of the CITY to piggyback onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency and where the services to be provided will be on the same or better pricing; and

WHEREAS, as a material condition to the CITY's award of this Agreement, CONTRACTOR, as stated in its correspondence of September 13, 2023, is willing to perform the services contemplated herein on the same or better pricing terms offered to the City of Bell Gardens, California pursuant to that certain agreement between the City of Bell Gardens and CONTRACTOR entitled "Agreement for Operation of Public Transit Services in the City of Bell Gardens between the City of Bell Gardens and Parking Company of America, LLC" dated as of January 1, 2019 (hereinafter, the "BG Contract"); and

WHEREAS, the BG Contract was itself awarded as part of the City of Bell Gardens' 2018 request for proposals for transit services; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council in accordance with Section 2-802 of the San Fernando Municipal Code at its Regular Meeting of September 18, 2023 under Agenda Item No. \_\_\_\_.

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

### **Section 1. Scope of Work.**

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform the various services and tasks described in the following:

1. That certain exhibit to this Agreement entitled "Management and Operation San Fernando Transit System – Scope of Work" which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, "Exhibit 'A'");
2. That certain correspondence of CONTRACTOR dated September 13, 2023 which is attached and incorporated hereto as **Exhibit "B"** (hereinafter, "Exhibit 'B'"); and
3. Except as otherwise provided under the provisions of paragraph B of this Section, below, the provisions of the BG Contract, a true and correct copy of which is also attached and incorporated hereto as **Exhibit "C"** (hereinafter, "Exhibit 'C'").

CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY. For purposes of this Agreement, the capitalized term "Scope of Services" shall be a collective reference to Exhibits "A", "B" and "C" of this Agreement. In the event of any conflict or inconsistency between the provisions of Exhibit "A" and the provisions of Exhibit "B" or Exhibit "C", the provisions of Exhibit "A" shall govern and control but only to the extent of the conflict or consistency and no further. In the event of any conflict or inconsistency between the provisions of Exhibit "B" and the provisions of Exhibit "C", the provisions of Exhibit "B" shall govern and control but only to the extent of the conflict or inconsistency and no further.

B. The following sections of the BG Contract shall not be a part of this Agreement and shall have no application herein: Sections 3, 4, 16, 18, 32(A), 32(C), 33 and 34.



- C. The provisions of the second paragraph of paragraph A, above, notwithstanding:
1. The resolution, reconciliation or harmonization of conflicts or inconsistencies as between the various exhibits or as between the various exhibits and this Agreement shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirement of San Fernando Municipal Code Section 2-802 that any Services provided by provided at the same or better pricing as is offered in the BG Contract.
  2. Unless waived by the CITY in a writing signed by the City Manager, whenever a provision of an exhibit conflicts with, or is inconsistent with, a provision of another exhibit or a provision in this Agreement: (i) any provision imposing a higher duty or standard of care or performance by CONTRACTOR shall govern and control; and (ii) any provision granting the CITY greater discretion, authority or protection shall govern and control.
  3. If a specific compensable service or task to be provided by CONTRACTOR under Exhibit "A" is not provided by CONTRACTOR under the BG Contract, the rate or charge for providing such service or task shall be no greater than the lesser of the following: (i) the rate or charge set forth that certain predecessor agreement between CITY and CONTRACTOR entitled "Contract Services Agreement – Parking Company of America – Public Transportation Services", Contract No. 1823 dated May 16, 2016; or (ii) the lowest rate or charge among all services performed by CONTRACTOR under the BG Contract.
- D. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be performed under this Agreement; and (ii) has carefully considered how the Services should be performed. CONTRACTOR acknowledges and agrees that his, or has had the opportunity to, inspect any location where the Services are to be performed and acquaint itself with the conditions of the location before commencing any of the Services requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative.
- E. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to the expiration of the Term, defined below, or any extension term, CONTRACTOR shall deliver to CITY immediately and without delay, all reports and other records and data which CONTRACTOR was required to provide or make available to CITY under this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or

additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

## **Section 2. Term.**

- A. This Agreement shall have a term of five (5) years commencing as of the 1<sup>st</sup> day of October 2023 (hereinafter, the "Term"). The capitalized term "Start Date" shall refer to the first day of the Term as indicated in the preceding sentence. The Agreement may be extended by the CITY subject to its same terms and conditions for one (1), two-year extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term.
- B. 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.
- C. CONTRACTOR shall perform all services diligently and continuously in accordance with all applicable time schedules. CONTRACTOR shall cooperate with CITY and in no manner interfere with business activities of CITY, its employees or other consultants, contractors or agents.
- D. CONTRACTOR shall not claim or be entitled to receive any additional compensation or damages because of the failure of CONTRACTOR, or its subcontractors, to perform, properly perform or timely complete related services or tasks necessary for CONTRACTOR to perform, properly perform or timely complete any of the Services contemplated under this Agreement.
- E. CONTRACTOR shall, at all times, enforce strict discipline and good order among CONTRACTOR's employees and agents.
- F. CONTRACTOR, at its sole expense, shall pay all sales taxes, transactions and use taxes and other similar consumer taxes as required by law.
- G. CONTRACTOR shall complete all Services requested CITY within the deadlines specified in this Agreement or any exhibits to this Agreement.

## **Section 3. Prior Agreement.**

- A. By execution of this Agreement the Parties agree that Services provided by CONTRACTOR from July 1, 2023 to the Start Date shall be governed by the terms and conditions of that certain agreement between CITY and CONTRACTOR entitled "Contract Services Agreement – Parking Company of America – Public Transportation Services" date May 16, 2016, Contract No. 1823 (the "Prior Agreement") which is maintained as a public record of the CITY. This Section 3 (Prior Agreement) shall operate to extend the term of the Prior Agreement to the Start Date of this Agreement. Upon the Start Date, the Prior Agreement shall be

deemed to have expired and upon the Start Date, this Agreement shall thereafter govern and control with respect to the subject matter contained herein.

#### **Section 4. Compensation.**

- A. Except as provided under Section 1(C)(3) of this Agreement, above, CONTRACTOR shall perform all Services in accordance with the schedule of rates and charges set forth in Exhibit A to BG Contract under the heading "Exhibit A-Price Sheet" (the "Approved Rate Schedule"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete at Services requested by CITY. For purposes of this Agreement, the term "fiscal year" means a period of time commencing on July 1<sup>st</sup> of a calendar year and ending on June 30<sup>th</sup> of the calendar year immediately following.
- B. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the Services performed and completed during the recently concluded calendar month, including, to the extent provided for under this Agreement or its exhibits, any incurred out-of-pocket expenses eligible for reimbursement. Such invoice shall include the following:
  - 1. Hourly Rate Charges shall be directly traceable by operator trip sheets and/or time cards, which will be available for review by CITY. Hourly Rate Charges shall be computed and submitted monthly.
  - 2. Fixed Monthly Rate Charges shall be invoiced monthly in arrears.
  - 3. Reimbursement of fuel costs shall be directly traceable to fuel usage reports and vendor invoices.
  - 4. Other charges authorized by CITY, but not covered in the Hourly Rate Charges or Fixed Monthly Rate Charges shall be billed monthly with charges directly traceable to receipts, bills, etc. copies of which shall be attached to the invoice.
- C. All operating revenues collected by CONTRACTOR in connection with the Services rendered under this Agreement are the property of the CITY. Operating revenues included all fairs and sales of tickets and passes. Operating revenues shall be collected and administered as specific in Exhibit "A" and the amount itemized and provided to the CITY.
- D. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR 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 CONTRACTOR.

## **Section 5. Standard of Care.**

### **A. CONTRACTOR agrees as follows:**

1. In the performance of all Services under this Agreement, CONTRACTOR shall use the standard of care applicable to its field or profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations;
2. CONTRACTOR represents all personnel assigned to perform Services for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services;
3. CONTRACTOR shall perform and complete all Services in a manner that is reasonably satisfactory to CITY;
4. CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
5. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance;
6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform all Services in compliance with the standard of care set forth in this Section and to time complete all Services specified in each Work Order; and
7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.

### **B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Services performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR**

further acknowledges, understands and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

- C. The skills, training, knowledge, experience and resources of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the personnel whole will perform the Services provided. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

## **Section 6. Representatives.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Services provided under each Work Order. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.
- B. Contractor Representative. For the purposes of this Agreement, Pep Valdes, Executive Vice President, is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Services, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

## **Section 7. Contractor's Personnel**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other related tasks contemplated under this Agreement.

- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services.
- C. CONTRACTOR shall be solely responsive for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

**Section 8. Provisions Applicable to Services Constituting Public Works Under Labor Code Section 1720.**

- A. The provisions of this Section shall apply to the extent any of the Services to be performed by CONTRACTOR constitute a "public work" within the meaning of Section 1720(a)(1) of the Labor Code. CONTRACTOR shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, CONTRACT shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*
- B. Hours of Work.
  - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services subject to this Section shall constitute a legal day's work under this Agreement.
  - 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with

Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.

3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY \$25 for each worker employed in the performance of Services subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 and following.

C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Services subject to this Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Services subject to this Section shall pay no less than these rates to all persons engaged in performance of the Services subject to this Section.
2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Services subject to this Section shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that are subject to this Section that CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Services subject to this Section is not paid the general prevailing per

diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:

- (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Services subject to this Section shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  - (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Services subject to this Section.
  - (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Services subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Services subject to this Section shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services subject to this Section. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (i) The information contained in the payroll record is true and correct.
  - (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division



of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Services subject to this Section, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Services on CONTRACTOR's behalf to employ for the Services subject to this Section any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Services subject to this Section to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

#### **Section 9. Conflicts of Interest.**

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer or employee of CONTRACTOR is or has been an official, officer, employee, agent or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent or appointee of CONTRACTOR was an official, officer, employee, agent or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to

CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090.

- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

**Section 10. Independent Contractor.** CONTRACTOR shall at all times during the term of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details and means of performing all of the Services to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

**Section 11. Non-Discrimination.**

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Services provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the

applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide Services under this Agreement.

## **Section. 12. Indemnification.**

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of CITY's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or

operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. Paragraph A of this Section notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the limited extent that the Services provided under this Agreement are subject to Civil Code § 2782(a), or (ii) CITY's active negligence to the limited extent that the Services provided under this Agreement are subject to Civil Code § 2782(b).
- C. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- D. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- E. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- F. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

### **Section 13. Insurance.**

- A. CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:
1. Commercial general liability, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Five Million Dollars (\$5,000,000) per occurrence, Ten Million Dollars (\$10,000,000) general aggregate, for bodily injury, personal injury, and property damage which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, their agents, representatives, employees or subcontractors. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
  2. Automobile liability at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of the operation or in connection with work to be performed under the agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Ten Million Dollars (\$10,000,000) combined single limit for each accident. Additionally, all vehicles shall be insured against comprehensive and collision damage at a level satisfactory to the CITY. Physical damage insurance shall be maintained on a replacement cost basis to provide for comprehensive collision losses. Deductibles shall not be greater than one thousand dollars (\$1,000) for collision or comprehensive coverage. CITY shall be listed as a loss payee on all property insurance.
  3. Workers' compensation insurance (Statutory Limits) as required by the State of California and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies, provided that such subrogation is only to the extent that covered claims or damages are caused by CONTRACTOR's own negligence or willful misconduct.
  4. Umbrella or excess liability insurance with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial

general liability and employer's liability. Coverage shall "pay on behalf," with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another.

- B. Endorsements. The commercial general liability insurance policy, automobile liability policy and or umbrella or excess liability insurance policy shall contain or be endorsed to contain the following:
1. Additional insureds: "The City of San Fernando and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with CITY; products and completed operations of CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
  2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
  3. Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of San Fernando, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of San Fernando shall be excess and not contributing with the insurance provided by this policy."
  4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of San Fernando, its officers, officials, agents, employees, and volunteers.
  5. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- D. Certificates of Insurance. CONTRACTOR shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement.

- E. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property.
- F. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- G. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- H. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- I. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- J. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- K. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **Section 14. Records and Inspection.**

- A. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. CITY shall have full and free access to such books and records at all times, free of charge, during normal business hours, including the right to inspect, copy, audit, and make records and

transcripts from such records. CITY shall further have the right to audit such records to make transcripts therefrom and to inspect all program data, documents, proceedings activities. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

## **Section 15. Termination.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.
1. CONTRACTOR shall cure the following Event of Default within the following time periods:
    - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's



employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this

Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. Assess liquidated damages in accordance with the liquidated damages table set forth under Section 3.4 (Service Standard) on page 27 of Exhibit "A" to this Agreement.
  - v. The CITY may exercise any other available and lawful right or remedy.

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**Section 16. Force Majeure.** The provisions of Section 38 (Force Majeure) of the BG Contract shall apply to this Agreement.

**Section 17. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**If to CITY:**

City of San Fernando  
117 Macneil Street  
San Fernando, Ca 91340  
Attn: Director of Public Works  
(818) 898-1222  
Fax: (818) 361-6278

**If to CONTRACTOR:**

Parking Company of America  
523 W. 6<sup>th</sup> Street, Suite 528  
Los Angeles, Ca 90014  
Attn: Pep Valdes, Executive Vice  
President  
(562) 862-2118  
Email: pvaldes@parkpca.com

**Section 18. Prohibition.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**Section 19. Attorney Fees.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.



**Section 20. Entire Agreement.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**Section 21. Governing Law; Jurisdiction.** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**Section 22. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**Section 23. Captions.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**Section 24. Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**SIGNATURES ON NEXT PAGE**

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

**CITY OF SAN FERNANDO, a municipal corporation**

**PCAM, LLC dba PARKING COMPANY OF AMERICA**

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

Nick Kimball  
City Manager

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

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

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

Richard Padilla  
City Attorney

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

**EXHIBIT A  
MANAGEMENT AND OPERATION  
SAN FERNANDO TRANSIT SYSTEM  
SCOPE OF WORK**

**SECTION 1 - DEFINITIONS**

As used throughout the Request For Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

**Advanced Reservation** – Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

**Americans with Disabilities Act of 1990 (ADA)** – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems.

**CITY** – Shall indicate the City of San Fernando.

**Contractor** – Shall signify vendor selected and under contract with CITY to provide transportation services.

**Curb-to-Curb Service** – A type of paratransit service where, on both the origin and destination end of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle.

**Deadhead** – For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher and travel during driver breaks and other "out of service" times. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

**Demand Responsive** – Describes a service that does not require advance reservation and trips can be requested the same day [also referred to as "same day," "real-time" or "immediate response"].

**Door-to-Door Service** – A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times.

**Dwell Time** – The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, debording and



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wheelchair securement. Dwell time is included in the Vehicle Service Hour computation.

**Federal Transit Administration (FTA)** – A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.

**General Public Paratransit Vehicle (GPPV)** – means any motor vehicle designed for carrying no more than 24 persons and the driver, that provides local transportation to the general public, including transportation of pupils at or below the 12<sup>th</sup>-grade level to or from a public or private school or school activity, under the exclusive jurisdiction of a publicly and operated transit system through one of the following modes: Mission City Transit/Dial-A-Ride, subscription service, or route deviated bus service. [California Motor Vehicle Code Section 336]

**Holidays** – The official City holidays are: New Year's Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day.

**Missed Trip** – Any scheduled trip on which the Mission City Transit/Dial-A-Ride vehicle arrives more than 60 minutes after the scheduled pick up time or does not arrive at all.

**No-Show** – A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the San Fernando Mission City Transit/Dial-A-Ride to cancel the trip less than one (1) hour before the scheduled pick-up time.

**On-Time Pickup** – For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no more than 15 minutes prior to the scheduled pickup time or no more than 15 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 3 minutes after the scheduled arrive time.

**Subscription Service** – Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.

**Vehicle Revenue Hour** – For the Trolley fixed route service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is in revenue service, including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

For the San Fernando Mission City Transit/Dial-A-Ride service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off and is released from service by

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the dispatcher. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle service hours, however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as "vehicle service hours."

Vehicle revenue hours, for both services, shall exclude any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident

**Vehicle Revenue Miles** – The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.

## **SECTION 2- CITY DUTIES AND RESPONSIBILITIES**

CITY shall accept the following responsibilities and perform the following duties with respect to San Fernando Transit. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard.

### **2.1 System Planning and Administration**

CITY shall be responsible for all policy decisions and activities relative to San Fernando Transit routes, schedules, days and hours of operations, stop locations, street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities to overall system administration.

### **2.2 Advertising and Promotion**

CITY shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the public of San Fernando Transit operations and to promote ridership.

### **2.3 Fuel**

CITY will reimburse CONTRACTOR for fuel supplied by CONTRACTOR utilizing a dispensing system, approved by CITY, which accurately records all fueling purchases to allow CITY to reconcile all fuel transactions by date and vehicle number. The CITY expressly reserves the right in its sole discretion to establish fueling procedures as determined by CITY to be in CITY'S best interest. CONTRACTOR and all of its employees shall adhere to any and all operating, administrative, and accounting procedures required by CITY in connection with all fueling operations.

### **2.4 Schedules, Passes, Tickets,**

At CITY's discretion, CITY may develop and implement a form of fare media that will be accepted in lieu of cash fares. CITY shall prepare, print, and provide to CONTRACTOR all schedules, passes, tickets, and like materials required by San Fernando Transit operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of the AGREEMENT and any directions supplemental thereto provided by CITY.

### **2.5 Street Furnishings**

CITY shall be responsible for the purchasing and maintenance of all transit related street furnishings within the CITY limits. CONTRACTOR and its employees shall cooperate with CITY by advising CITY of any such irregular conditions to street furnishings observed during San Fernando Transit operations.



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## **2.6 Notification- Potential Interference with San Fernando Transit Operations**

CITY shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades, or other events under CITY jurisdiction that may interfere with San Fernando Transit operations or require deviations from routes or schedules. CONTRACTOR and CITY shall mutually agree upon such deviations.

## **2.7 Trolley Transit Vehicles**

CITY shall provide vehicles used for performance of Trolley System services during this agreement. Information related to these vehicles is listed below:

<b>Manufacturer</b>	<b>Model Year</b>	<b>Engine Type</b>	<b>Miles</b>
FREIGHTLINER	2008	CUMMINGS (CNG)	114,617
FREIGHTLINER	2008	CUMMINGS (CNG)	

## **2.8 Vehicle Parking**

CITY shall make available space for vehicle parking, if requested.

# **SECTION 3 - CONTRACTOR DUTIES AND RESPONSIBILITIES-OPERATIONS**

Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of San Fernando Transit. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating public transportation system and services of a kind and character such as San Fernando Transit.

## **3.1 Operations- General**

CONTRACTOR shall provide the necessary management, technical, and operating services for the operation of San Fernando Transit services as specified by the CITY.

CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. CONTRACTOR shall establish and maintain close liaison activities, coordination, and cooperation with CITY on matters relating to operations, monitoring, reporting and service performance measurements.

All staff, facilities, vehicles and equipment, fuel, supplies and services required for the operation and management of San Fernando Transit shall be furnished by CONTRACTOR unless CITY specifically identifies an element of equipment or aspect of service to be its responsibility.

### **3.2 Operations: Mission City Transit/Dial-A-Ride**

The San Fernando Mission City Transit/Dial-A-Ride provides primarily advance-reservation, curb-to-curb demand responsive transportation to senior residents of the City age 55 and above, individuals with disabilities as certified by City staff, and the general public. Requests for service may be made up to 5 days in advance of the service day or, for trips that are taken on a regular basis at the same day and time each week, can be set up as subscription trips. Same day and immediate trip requests are accommodated if capacity is available. This is not an ADA paratransit service.

Mission City Transit/Dial-A-Ride service operates the following days and hours:

Weekdays (Monday – Friday):	7:30 am – 5:30 pm
Weekends (Saturday and Sunday):	12:00 pm – 5:00 pm

The Mission City Transit/Dial-A-Ride operates year-around, with the exception of the following holidays: New Year's Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. The City reserves the right to direct the operation of reduced levels of service on unofficial holidays and during holiday periods.

A maximum of two (2) ADA-compliant paratransit vehicles are operated in Mission City Transit/Dial-A-Ride service at peak periods and may be modified on weekdays, weekends and holidays by time of day. Mission City Transit/Dial-A-Ride service is provided within the City and to approved medical sites outside of the City limits. Approved sites are listed on the Mission City Transit/Dial-A-Ride brochure (Exhibit G).

Beginning with this new contract, the Contractor will be responsible managing and operating San Fernando Mission City Transit/Dial-A-Ride services so as to achieve the City's performance goals for this service and is expected to manage the level of services provided to reflect actual trip demand.

### **3.3 Operations: Trolley**

The Trolley is a general public, community fixed route service operating on a single route through the City.

Trolley services operated the following days and hours:

Weekdays (Monday – Friday):	10:00 am – 4:00 pm
Weekends (Saturday and Sunday):	11:00 am – 4:00 pm

Two vehicles are to be operated during each of these periods. Service will be suspended on New Year's Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. Exhibit G contains a copy of the current Trolley flyer and schedule.

### **3.3 Special Services and Charter Services**

In addition to regular San Fernando Transit operations, CONTRACTOR may from time to time upon receiving specific written authorization by CITY, provide special transportation services within the Los Angeles Urbanized Area using San Fernando Transit vehicles, provided that such special services are determined by CITY to be in the public interest, do not interfere with regular San Fernando Transit operations, and are in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation beyond the established maximum obligation for such services at the normal rate per vehicle service hour specified in the AGREEMENT.

### **3.4 Service Standards**

CONTRACTOR shall strive at all times to provide service in a manner that will increase system productivity while achieving customer service expectations. Recognizing that the goals of productivity and customer service levels may conflict, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer, and consistent with CITY expectations. The CITY recognizes that these standards are new and commits to working with the CONTRACTOR in their implementation.

At the option of the CITY, CITY may enforce the penalties indicated for substandard performance. Failure to enforce any penalty for any such substandard performance shall not serve to invalidate said criteria nor preclude future enforcement of that penalty. CITY agrees that the incentives and penalties will not be enforced for the first 180 days of this Agreement. CONTRACTOR and CITY shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by CITY. Should it be found that CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by CITY to correct deficiencies in performance. Should deficiencies persist, CITY may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.



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**San Fernando Transit Service Standards**

Performance Criteria	Standard	Penalty
1. Service Productivity	Mission City Transit/Dial-A-Ride: 2.0 Passenger Trips per Vehicle Revenue Hour Trolley: 12.5 Passenger Trips per Vehicle Revenue Hour	To be negotiated
2. Mission City Transit/Dial-A-Ride On-Time Performance	95% or better	\$200 for each month that performance is 95% or less.
3. Mission City Transit/Dial-A-Ride: Failure to wait a minimum of 90 seconds after on-time vehicle arrival.	Zero (0) occurrences	\$100 per incident of failing to wait at least 90 seconds.
4. Mission City Transit/Dial-A-Ride: Missed Trip [Arrival at pick-up location more than 15 minutes late]	Zero (0) occurrences	\$100 per incident
5. Vehicle Cleanliness	As defined in SOW	\$100 per day, per vehicle not clean
6. Driver Uniform	As defined in SOW	\$100 per incident
7. Monthly Management Report Submission	As defined in SOW	\$200 for each month that reporting is submitted late or incomplete.
8. Customer Complaints	No more than 3 per month	\$100 for each complaint received over 3

### 3.5 Operations Management

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a full-time Project Manager, subject to the approval of the CITY, who shall provide overall management and supervision of San Fernando Transit under the terms of this AGREEMENT. It is understood that, while full-time to this facility, the Project Manager may have other project management responsibilities in addition to San Fernando Transit. The Project Manager must have a minimum of five years experience in public transportation operations and at least three years supervisory experience. A bachelor's degree in a transportation or related field is preferred but not required.

The Project Manager shall work cooperatively with CITY'S designated representative in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from San Fernando Transit riders and the

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general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure CITY that the Project Manager designated for this project will not be replaced without the written consent of CITY. Should the services of the Project Manager become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless CONTRACTOR is not provided with such notice by the departing employee. CITY shall respond to CONTRACTOR concerning acceptance of the candidate for replacement Project Manager. Should the position of Project Manager remain unfilled for a period of thirty (30) days or more, the CITY may deduct the Project Manager's compensation from CONTRACTOR's payments.

The CONTRACTOR shall further designate one or more Operations Supervisor(s) to assist the Project Manager in carrying out all activities relative to San Fernando Transit operations.

The office of the Project Manager will be physically located at the facility designated by CONTRACTOR for management and operation of San Fernando Transit. During all times when San Fernando Transit services are in operation either the Project Manager or an Operations Supervisor designated to act for the Project Manager shall be available either by phone or in person at the CONTRACTOR's facility to make management and operational decisions regarding San Fernando Transit operations and provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

### **3.6 Employee Selection and Supervision**

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform San Fernando Transit operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluation, retention and termination.

CONTRACTOR shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check and physical examination sufficient to meet all applicable requirements for San Fernando Transit vehicle operations.

CONTRACTOR shall develop, implement, and maintain an employee substance abuse/alcohol abuse-testing program, subject to CITY approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and control of San Fernando Transit vehicles and equipment. Such program will meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Test Act of 1991 and related supplements and amendments.

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CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or a crime involving moral turpitude before or during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall be responsible to recruit a sufficient number of bilingual employees to ensure that the bilingual communications requirement under subsection 3.16, herein below, is met.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or CITY to be in conflict with the language and intent of Article 2.1, Independent Contractor Status, of the AGREEMENT.

### **3.7 Training of Drivers and Operations Personnel**

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by CITY.

An outline of the training program, including periodic updates, shall be on file in the office of the CITY's designated representative. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, San Fernando Transit operating policies and procedure, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all type vehicles, wheelchair lifts and lock systems, and other equipment that may be expected to use in the San Fernando Transit services.

All drivers shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by CITY, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP). Beginning with this contract, all operators assigned to the San Fernando Mission City Transit/Dial-A-Ride must hold a valid GPPV certificate.



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CONTRACTOR shall prepare and furnish to CITY for approval prior to initiation of service an Employee Handbook. The Employee Handbook will be provided to all drivers, dispatchers, telephone operators, and supervisors and shall include, at a minimum, the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; farebox policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on the Mission City Transit/Dial-A-Ride telephone reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, fares, Mission City Transit/Dial-A-Ride reservation procedures, Access Services information numbers, and operating policies. Operations control personnel assigned to Mission City Transit/Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

**3.8 Driver's Responsibilities**

Drivers will, when requested by CITY, hand out notices to passengers or otherwise render assistance in CITY'S customer relations, promotion, monitoring, and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets as determined by CITY. Drivers will verify cash fares deposited in farebox, but will not handle money. Drivers will record ridership information in accordance with procedures approved by CITY. Drivers shall have available at all times during operation of any vehicle an accurate time piece set each day to conform to the AT&T telephone system time.

**3.9 Uniforms**

Drivers and other operating staff shall be in uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide driver uniforms to its employees. The design, type, and logo of the uniforms shall be subject to CITY'S approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

**3.10 Safety Program**

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and San Fernando Transit vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable FTA, CHP and OSHA requirements.

CONTRACTOR shall develop, implement, and maintain in full compliance with California Law (SB 198) a formal safety illness and injury prevention program including

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periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization.

CONTRACTOR shall provide a copy of said Safety Program, including evidence of compliance with SB 198, and subsequent program update to CITY.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Employer Pull Program" for appropriate monitoring of employer driver license activity.

CONTRACTOR will require all drivers, control room personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program.

### **3.11 Road Supervision**

CONTRACTOR shall provide road supervision as necessary to monitor drivers and vehicles and assist drivers in revenue service.

### **3.12 Accident, Incident, and Complaint Procedures**

Prior to initiating services under this agreement, CONTRACTOR shall develop, implement and maintain formal procedures, subject to CITY review and approval, for response to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of vehicles in service, and Trolley and Mission City Transit/Dial-A-Ride vehicles operating more than thirty (30) minutes behind promised schedule. All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the City of San Fernando Police Department or Highway Patrol, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The CITY's designated representative shall be notified in person or by telephone within thirty (30) minutes of the occurrence of any accident or incident involving a San Fernando Transit vehicle or service that requires emergency services and/or the transport for medical treatment of a passenger, a member of the public or an employee of the CONTRACTOR. A written follow-up report shall be provided to the City within one (1) business day of such accident or incident. In the event of an accident or incident that results in property damage or loss only, CONTRACTOR shall notify the City in writing within 1 business day of the event and provide a written report within three (3) business days.

### **3.13 Vehicle Scheduling and Dispatching**

CONTRACTOR shall utilize a systematic, organized and documented method to schedule, dispatch, and transport Mission City Transit/Dial-A-Ride passengers. The method should be capable of accommodating advanced reservations, subscriptions and requests for immediate service and of integrating all demand for service into efficient vehicle tours that maximize productivity and assure service quality to levels prescribed in this Scope of Work.

CONTRACTOR shall provide an adequate number of trained and qualified persons to staff the Mission City Transit/Dial-A-Ride scheduling and system vehicle dispatching functions. These persons shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log to be proposed by CONTRACTOR.

### **3.14 Vehicles and Equipment**

CONTRACTOR shall provide all vehicles and equipment necessary for the operation of the San Fernando Mission City Transit/Dial-A-Ride system. Prior to initiation of services under this agreement, CONTRACTOR shall procure or otherwise provide the following vehicles and associated equipment:

#### **Vehicles**

##### **Mission City Transit/Dial-A-Ride Vehicles**

Two (2) Paratransit Buses meeting, at a minimum, the specifications of a Caltrans Type II Small Paratransit Bus and having a minimum passenger capacity of eight (8) ambulatory passengers (excluding the driver) and two (2) wheelchair positions. These vehicles shall, at a minimum, be a 2012 model year or newer at the initiation of service under this agreement and utilize compressed natural gas or other type of alternative fuel. Upon request, CONTRACTOR may utilize a similar gas, diesel, or propane fueled vehicle at the start of the contract term, not to exceed three (3) months in order to allow for procurement of permanent alternative fuel vehicles. Such request must be made in writing and agreed upon by the CITY.

**Back-Up Vehicles** CONTRACTOR shall, in addition to the vehicles specified above, provide a minimum of one (1) additional vehicle to serve as back-ups in the event that a primary vehicle must be removed from service. These back-up vehicles must be identical to the primary Mission City Transit/Dial-A-Ride vehicles in passenger capacity and specifications but may be used, model year 2012 or newer, subject to City approval of vehicle condition. The CONTRACTOR shall place a back-up vehicle in service within thirty (30) minutes of a reported break-down of an in-service vehicle and, unless new at the initiation of service under this agreement, shall be promptly removed from service as soon as repairs can be effected on the primary vehicle.



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**GPPV Certification** All vehicles used in San Fernando Mission City Transit/Dial-A-Ride service must be GPPV certified prior to being placed into service.

**Vehicle Color and Signage** For the purposes of costing and submitting proposals, all vehicles to be used in San Fernando Transit service, including the back-up vehicles, shall be quoted as painted white exterior with two, 5" reflective stripes per the Caltrans specifications without any "Mission City Transit" signage. Any additional costs for painting of vehicles and signage will be negotiated by the City and the successful CONTRACTOR following such decision.

**Radios** All vehicles used in San Fernando Transit service, including back-up vehicles, shall be equipped with two-way radios under central dispatch control. All mobile and base radio equipment shall be provided, installed and maintained by CONTRACTOR. CONTRACTOR shall provide City with a copy of the necessary radio license and will be responsible for proper radio procedures and for any actions or fines imposed by the FSS for improper use of the system.

**Fareboxes** All vehicles used in San Fernando Transit service, including back-up vehicles, shall be equipped with fareboxes equal to or better than Diamond Model D fareboxes. CONTRACTOR shall supply two (2) vaults for each farebox. All fareboxes and vaults shall be provided, installed and maintained by CONTRACTOR.

### **3.15 Operations and Maintenance Facility**

CONTRACTOR shall be responsible for securing, establishing and maintaining a facility for the operation, maintenance and administration of San Fernando Transit. With the approval of the CITY, such facility may be shared with operation of similar services for another client agency.

At a minimum, the operations and maintenance facility shall have the following:

- A location that is located within the City of San Fernando or no more than thirty (30) miles outside the City limits or which has been agreed to in writing by CITY.
- An enclosed workspace sufficient to allow maintenance personnel to service at least three (3) Type III transit vehicles and be protected from the weather.
- A paved shop floor capable of withstanding the weight of a Type III transit vehicle.
- Adequate area to clean the vehicles in accordance with the AGREEMENT.
- Adequate secured storage area for tools, equipment and parts.
- A security-fenced, paved and lighted area for overnight vehicle parking with adequate space for all vehicles.
- Adequate appropriately equipped space for administrative personnel, dispatching and information staff, driver lounge or ready room, and training/safety meetings.
- A furnished control room, including computer equipment, maps, scheduling/dispatch equipment, time clock, adequate desks, tables, chairs, and other equipment as may be appropriate.

**3.16 Telephone Reservation and Information System**

CONTRACTOR shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with San Fernando Mission City Transit/Dial-A-Ride patron demand, and in strict accordance with the operating days and hours set forth herein.

CONTRACTOR shall make be required to respond to telephone service and information requests from patrons who have hearing disabilities or whose primary language is other than English. CONTRACTOR will provide TDD equipment for communications with patrons who have hearing disabilities and will provide the capability to receive and accommodate telephone calls from callers speaking Spanish during all hours when Mission City Transit/Dial-A-Ride reservations may be made. An answering machine shall be available for recording trip cancellations for the Mission City Transit/Dial-A-Ride service when the administrative and dispatch offices are closed.

CONTRACTOR will provide its own telephone system using the current San Fernando Mission City Transit/Dial-A-Ride reservations number of (818) 366-4119 with a minimum of three lines in rotary. A separate TDD number will need to be provided by the CONTRACTOR. Upon termination of the AGREEMENT of which this Scope of Work is a part, CITY reserves the rights to these telephone numbers as indicated above herein, and CONTRACTOR agrees to transfer said telephone numbers upon request.

**3.17 Fares; Fare Collection**

CITY shall establish all fares of any kind or character to be paid by San Fernando Transit patrons. CONTRACTOR shall ensure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification and shall be deposited by patrons in fareboxes provided by CONTRACTOR with each vehicle. CONTRACTOR will collect or otherwise process in the manner directed by CITY all non-cash fares (transfers, passes and like). All fares collected are the sole property of CITY.

CONTRACTOR shall, in accordance with a procedure specified by CITY, account for revenues collected on San Fernando Transit vehicles and deposit such revenues on an acceptable basis into a local bank account approved by CITY for that purpose. CITY reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

**3.18 Ticket Sales**

CITY may elect to sell or provide tickets to San Fernando Transit patrons. CONTRACTOR shall collect, record, and deposit ticket sales according to instructions of the CITY.

**3.19 Books, Records, and Reports**

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under this AGREEMENT on file for at least three (3) years following the date of final payment to the CONTRACTOR by CITY. Any duly authorized representative(s) of CITY shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to CITY representative(s) and CITY shall be permitted to observe and inspect any or all of CONTRACTORS facilities and activities during CONTRACTORS usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall collect, record, and report to the CITY on a quarterly basis all accounting data for the San Fernando Transit operation in accordance with the National Transit Database, Section 99243 of the California Public Utilities Code, and/or as specified by the Los Angeles County Metropolitan Transportation Authority. All worksheets and detail information used to prepare these reports shall be available to CITY within one month after the close of the applicable quarter.

CONTRACTOR shall collect, record, and report all operational data required by the CITY in a format approved by the CITY. Such data shall be collected and maintained by service type and include, but not be limited to: statistics required under the National Transit Database (NTD); passenger count data by fare category, total vehicle hours, total vehicle miles, vehicle revenue hours, vehicle revenue miles, wheelchair boardings and Mission City Transit/Dial-A-Ride passenger no-shows and cancellations. CONTRACTOR shall provide passenger mile sampling data in accordance with a method approved by the FTA for NTD purposes.

Information concerning vehicle activity shall be collected daily on the Mission City Transit/Dial-A-Ride driver's log, route drivers report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by CITY.

The operations data shall be collected and compiled daily, weekly, monthly, quarterly, and annually; and shall provide reports according to the individual routes, modes and total system. Individual totals shall be provided for peak-hour services, Bus System Improvement Plan (BSIP) services, weekdays, Saturdays and Sundays.

Daily logs, reports, farebox revenue records and summaries shall be available, upon request, for CITY review at the operations facility by 3:00 PM of the next business day following data collection.



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Following the close of each calendar month, a Monthly Management Report shall be prepared by CONTRACTOR and submitted to the CITY no later than the 10<sup>th</sup> business day of the following month. The Monthly Management Report shall provide City with a clear and concise summary of San Fernando Transit performance during the prior month. Within thirty (30) days of the execution of this agreement, CONTRACTOR shall submit a proposed format for this report to the City for approval. The City reserves the right to modify the Monthly Management Report at any time.

Quarterly reports shall be compiled on a year-to-year cumulative basis and shall be submitted within 30 days after the close of the each quarter.

**3.20 System Promotion**

All development, preparation and production of advertising and/or promotional activities with respect to San Fernando Transit shall be the responsibility of the CITY. CONTRACTOR shall, however, cooperate with CITY in any such activities initiated by the CITY by making available needed equipment, facilities, and reason levels of personnel assistance at no additional cost or expense to CITY. CONTRACTOR also shall dispense San Fernando Transit informational materials and publications, respond to patron requests for information, act as liaison and provider of information with and to community agencies and groups, and do all other things to assist and support CITY'S advertising and public informational efforts.

**3.21 System Recommendations**

CONTRACTOR shall continually monitor San Fernando Transit operations, facilities, and equipment; and shall, from time to time and as warranted, advise CITY and make recommendations to it based upon observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

**3.22 Emergencies; Natural Disasters**

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist CITY in ameliorating such incidents. To the extent CITY requires CONTRACTOR to provide such emergency service and facilities, CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate San Fernando Transit as herein described. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and CITY following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

**SECTION 4: CONTRACTOR DUTIES AND RESPONSIBILITIES: MAINTENANCE**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of San Fernando Transit vehicles and equipment. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it usual, customary and generally accepted within the public transportation industry as being an integral element of operating a public transportation system of a kind and character such as San Fernando Transit.

CONTRACTOR'S duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm or corporation without explicit written City approval.

**4.1 Maintenance – General**

CONTRACTOR shall be responsible for the maintenance of all vehicles (Mission City Transit/Dial-A-Ride and Trolley), communication systems, farebox system, and all other equipment, furnishings, and accessories required in connection with its operation of San Fernando Transit in a clean, safe, sound, and operable condition at all times, and fully in accordance with any manufactured-recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute or regulation. In this regard, CONTRACTOR shall provide all labor, repairs, parts, supplies, maintenance tools and equipment, lubricants, solvents, service facilities and such other components, and services which may be required to fulfill its maintenance responsibilities, at CONTRACTOR'S sole cost and expense.

As indicated in Section 2.7, CITY shall provide vehicles used for performance of Trolley Services during this agreement. CONTRACTOR shall be responsible for the maintenance of these vehicles as described above.

**4.2 Maintenance and Operations Facility**

CONTRACTOR shall establish and maintain an operations and maintenance facility as detailed in Section 3.15 herein. In addition to those requirements, said facility shall, at a minimum, meet the following requirements to support the maintenance of San Fernando Transit vehicles:

- All tools and equipment necessary to perform periodic repairs and the preventive maintenance activities for gasoline powered vehicles.
- All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs.
- Facilities and equipment necessary to clean the vehicles and equipment in accordance with the specifications.

#### **4.3 Maintenance Management and Personnel**

##### **4.3.1 Maintenance Management**

CONTRACTOR shall designate and provide the services of a qualified Maintenance Manager, subject to the approval of CITY. This individual may be the lead mechanic and shall be assigned to San Fernando Transit maintenance operations on an acceptable fleet to mechanic ratio.

The Maintenance Manager shall provide proactive resource management including but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR's maintenance duties and responsibilities.

The Maintenance Manager shall have a minimum of three years experience managing and supervising the maintenance functions of a shop similar in size and complexity to the services herein described. The Maintenance Manager shall have a minimum of five years journeyman level experience with gasoline engines, air conditioning systems, wheelchair lifts, and farebox systems. This experience shall include work on vehicles similar to those used in the San Fernando services.

Should the services of the Maintenance Manager become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of then incumbent Maintenance Manager, unless CONTRACTOR is not provided with such notice by the departing employee. CITY shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Manager.

##### **4.3.2 Maintenance Personnel**

In addition to the Maintenance Manager CONTRACTOR shall hire and employee other maintenance and service personnel as necessary to properly maintain and service the San Fernando Transit vehicles. Maintenance personnel assigned to work on San Fernando Transit vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and



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- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.

**4.4 Preventive Maintenance**

CONTRACTOR shall document and submit a proactive preventive maintenance program for review and approval by CITY prior to the effective date of this AGREEMENT. As a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any San Fernando Transit vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause to defer maintenance in specific instances where CONTRACTOR'S employees observe that maintenance is needed in advance of scheduled maintenance.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of CITY. Preventive maintenance and running repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by CITY.

**4.5 General Maintenance Policies**

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system.
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, and all appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences.
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service hours. CONTRACTOR shall maintain the A/C systems in an operable condition throughout the entire year.

- All parts, materials, tires, lubricants, fluids, oils and procedures used by CONTRACTOR on all San Fernando Transit vehicles and equipment shall meet or exceed OEM Specifications and requirements.

#### **4.6 Daily Vehicle Servicing**

CONTRACTOR shall perform daily vehicle servicing to all San Fernando Transit vehicles and equipment used in revenue service. For purposes of this AGREEMENT, daily servicing shall include, but not be limited to:

- Fueling
- Engine oil, coolant, water and transmission fluid check/add
- Farebox check
- Wheelchair lift check
- Brake check
- Light and Flasher check
- Interior sweeping and dusting
- Exterior and interior visual inspection
- Check all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

CONTRACTOR shall develop, implement, and maintain a written checklist of items including in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for CITY and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

#### **4.7 Daily Driver's Inspection**

13 CCR 1234 lists the records required by regulation to be kept by motor vehicle carriers. Section 1234, 13 CCR reads, in part: (e) Daily Vehicle Inspection Reports: Motor carriers shall require drivers to submit a documented daily vehicle inspection report pursuant to section 1215(b). Reports shall be carefully examined, defects shall be corrected before the vehicle is driven on the highway, and carriers shall retain such reports for at least one month.

13 CCR 1215 (a) reads: "Prior to operation, the driver shall inspect each vehicle daily to ascertain that it is in safe condition, it is equipped as required by all provisions of law, and all equipment is in good working order." The requirement to perform a daily pre-trip inspection applies to all drivers of all vehicles listed in 34500 CVC, without exception. There is no legal provision for this task to be delegated to someone other than the driver, such as to a mechanic who may arrive at work early to start all of the vehicles and "check them out".

The Drivers Daily Vehicle Inspection Report is not required to be submitted or otherwise documented until the end of the driver's work period. This is so that any defects that

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become apparent during the course of the work period can be included in the report. This report is required whether or not any defects are found.

#### **4.8 Vehicle Cleaning**

CONTRACTOR shall maintain San Fernando Transit vehicles in a clean and neat condition at all times.

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease and dirt shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery and graffiti shall be repaired/removed immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary.

Exteriors of all San Fernando Transit vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include vehicle body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Vehicles shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

#### **4.9 Fuel**

CONTRACTOR shall purchase fuel required for the operation of all San Fernando Transit vehicles utilizing the City's compressed natural gas fueling station at 120 Macneil Street San Fernando, CA 91340. If this fueling station is unavailable or otherwise impractical, CONTRACTOR shall notify the City as to the conditions that make fueling at another location necessary. If another fueling station is requested and approved, CONTRACTOR shall utilize a system that accurately records purchase of all fuel by CONTRACTOR for billing purposes and that will allow CITY to reconcile all fuel transactions by date and vehicle number.

If necessary, CONTRACTOR shall be responsible, on behalf of CITY for its San Fernando Transit operation, to obtain state and federal tax exemptions applicable to the purchase and consumption of fuel for use in public transit vehicles. In this regard, CONTRACTOR shall obtain required permits and administer fuel transactions in a manner that fully complies with all applicable state and federal requirements.



CONTRACTOR shall maintain accurate records of all fuel utilized for fueling San Fernando Transit vehicles. On a monthly basis, CONTRACTOR shall provide the CITY with a written record that documents the cost of fuel used in the operation of San Fernando Transit and provide a monthly report to CITY detailing gallons dispensed and miles per gallon for each San Fernando Transit vehicle for the previous month and for the year to date.

#### **4.10 Vehicle Towing**

In the event that towing of any San Fernando Transit vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense.

#### **4.11 Emissions Control Programs**

CONTRACTOR shall perform and certify such tests of equipment required to meet CITY, other local, State, and Federal requirements related to exhaust smoke and engine emissions.

CONTRACTOR shall be responsible to maintain any applicable California Air Resources Board (CARB) Voluntary Compliance Program objectives subject to San Fernando Transit operations.

CONTRACTOR shall be responsible for administration of a Smog Check program for San Fernando Transit vehicles. CONTRACTOR shall be responsible for emissions testing, and shall further be responsible to conduct repairs as required to meet emissions standards.

#### **4.12 Maintenance Evaluations**

CONTRACTOR shall allow CITY to access to CONTRACTOR'S facilities and records to monitor CONTRACTOR'S maintenance performance, as CITY deems necessary. CITY may perform regular, unannounced maintenance inspections of vehicles and equipment maintained by CONTRACTOR that are used in this project using both CITY personnel and independent consultants to assist in determining CONTRACTOR'S maintenance performance. CITY shall be permitted to view and copy any vehicle maintenance records, inspect vehicles and equipment, and request CONTRACTOR personnel to drive vehicles as is necessary to evaluate the condition of vehicles and equipment used in the performance of this AGREEMENT.

#### **4.13 Out-of-Service Designation**

A vehicle shall be designated as unfit for revenue service if, upon inspection, any of the following conditions are found:

- Brakes out of adjustment
- Loose steering components
- Wheelchair lift and related equipment not functioning properly
- Air conditioner unable to maintain a temperature 20 degrees F lower than ambient 72 degrees F
- Heating or defrosting inoperable
- "Missed" Preventive Maintenance Inspection
- Tires with tread depth of less than 2/32"
- Failure to clean each vehicle as outlined above
- Failure to repair vehicle body damage within twenty-one days of the date damage occurred
- Inoperable Emergency Exits/Doors/Windows
- Inoperable two-way radio
- Inoperable farebox
- Failure to achieve a satisfactory rating in any category of the annual California Highway Patrol Safety Compliance report (CHP 343)
- Removal from road-worthy status by CHP of any vehicle used under this AGREEMENT
- Any condition not in compliance with ADA
- Any condition not in compliance with applicable Federal or State Regulations

Vehicles shall continue to have the Out of Service Designation until it is brought into compliance, subject to approval by CITY.

CONTRACTOR shall not be paid for hours operated in San Fernando Transit revenue service by vehicles that are in an Out of Service condition. CITY may, at its sole discretion, correct any unresolved Out of Service condition, and withhold the costs related to such correction(s) from payment to the CONTRACTOR.

#### **4.14 Maintenance Records and Reports**

CONTRACTOR shall prepare, maintain, make available to CITY, and reduce to written form, records and data relative to San Fernando Transit vehicles and equipment maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of CITY to enable it to accurately evaluate CONTRACTOR'S maintenance performance and the operating expense associated with various vehicles and equipment.

Records of all maintenance and inspections shall be made available to CITY, the CHP and/or such other regulatory agencies with jurisdiction when requested. CITY maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of

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maintenance work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

CONTRACTOR shall transport any or all vehicles and equipment to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by CITY or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

CONTRACTOR shall prepare maintenance records and reports in a form and according to a schedule approved by CITY. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklist
- Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Road call reports, or work order, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- Monthly vehicle summary to be included as part of the Monthly Management Report, listing, at a minimum, the operation status of each vehicle, vehicle mileage, vehicle mileage since last preventive maintenance inspection, vehicle fuel and lubricants consumption, vehicle road calls and maintenance or repair work done during that month.
- Semi-annual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance costs and cost per mile; route service total road calls and miles per road call; CONTRACTOR'S summary of maintenance problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

CONTRACTOR shall submit to CITY copies of the California Highway Patrol (CHP) Annual Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343a). CONTRACTOR shall attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, driver records, regulated equipment and terminal). CONTRACTOR shall expeditiously correct any deficiencies noted on any CHP vehicle inspection report.

#### **4.15 Vehicle Maintenance Record Keeping**

CONTRACTOR shall maintain an up-to-date vehicle file for each vehicle containing, at a minimum, the following information:

- Make



- Model
- Serial number/ fleet number
- License number
- Date received
- Date placed in service
- Life miles
- Major vehicle repairs
- Preventive Maintenance Inspection Reports
- Daily "Vehicle Condition" Reports
- Work Orders

The "Preventive Maintenance Inspection" Reports shall be kept for two years. Daily "Vehicle Condition" Reports shall be kept for the period required by the CHP.

Copies of the "Preventive Maintenance Inspection" Reports shall be made available to CITY upon request. Including, all work accomplished with the manufacturer's instructions and warranty conditions, and daily "Vehicle Condition" Reports.

CONTRACTOR shall submit the entire vehicle file to the CITY upon request.

#### **4.16 Environmental Compliance**

For the purposes of this Section:

"Applicable Environmental Laws" means any and all laws concerning the protection of human health and the environment which include, but will not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state, county, municipal or other local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.

"Hazardous Substance(s)" means any substance, material, chemical or waste that is or will be listed or defined as hazardous, toxic or dangerous under any Applicable Environmental Law, or any petroleum products, or any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reaction or otherwise, hazardous, toxic

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or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.

In performing its maintenance obligations under this Contract, Contractor shall be responsible for the proper storage, handling, use, transportation and disposal of all Hazardous Substances in accordance with Applicable Environmental Laws, including without limitation, all lubricants, solvents, motor oil and other petroleum products. Contractor shall only dispose of such materials at facilities which are permitted or licensed in accordance with Applicable Environmental Laws. Furthermore, in the event that Contractor engages the services of a disposal company for the transportation and disposal of any Hazardous Substances, Contractor shall ensure that such company is properly licensed and that it transports and disposes of Hazardous Substances in accordance with the terms of this Contract. Contractor shall maintain procedures for its employees and any subcontractors who handle Hazardous Substances and shall retain records regarding compliance with the responsibilities contained herein.



September 13, 2023  
PCAM LLC  
3165 Garfield Ave.  
Commerce CA 90040

Nick Kimball  
City Manager  
City of San Fernando  
117 Macneil Street  
San Fernando CA 91340

Mr. Kimball this letter serves as a written confirmation that PCAM, LLC dba Parking Company of America will adhere to the pricing on the submitted transportation proposal for the term of the new contract.

Should there be a government mandated minimum wage increase during the term of the contract, Parking Company of America, will increase the bill rate on the contract for the exact amount of the government increase plus 35%.

Under the terms of our proposed agreement, Contractor shall be. Responsible to provide and manage staffing for the following positions and responsibilities, additionally by requirement of the city of San Fernando we will implement the changes and accommodations below at no additional cost.

- General Management
- Bus Operators
- Dispatch Center
- Vehicle Maintenance
- GPS and Cameras for each vehicle
- Dart iPad
- Scheduling Software SYS / Para plan
- Vehicle Tracking website.
- Uniforms
- Radio Communication.
- PCAM LLC will Provide assessment of establishing a new route or modifying an existing route to support economic development within the Downtown core (San Fernando Rd.)
- PCAM LLC will maintain a mobile app that allows passengers to track trolley or Dial-a-Ride locations in real-time.
- PCAM LLC will station Live dispatchers during operation hours.
- PCAM LLC keeps implementing par plan software routing algorithms that adapt to real-time passenger demand, optimize routes and reduce wait times for passengers. This approach ensures that vehicles are efficiently deployed based on current demand patterns.
- PCAM LLC will keep stablishing outreach programs to ensure that the transportation services are accessible to all members of the community, including the elderly, disabled, and economically disadvantaged. This can involve providing door-to-door services for those with limited mobility.



Parking Company of America 3165 Garfield Ave. Commerce CA 90040 (562) 862-2218

- PCAM LLC will continue providing.

The total number of passengers who use the trolley service and dial a ride each day, week, month, and year.

Reports will Identifying the busiest hours of the day or week can assist in allocating resources more efficiently and planning for additional services during peak times.

- Monitoring the percentage of occupied seats on each trolley helps gauge capacity utilization and plan for potential service increases.
- Reporting incidents that cause service disruptions, such as accidents, road closures, or mechanical issues, helps the city address potential problems and improve reliability.
- User Feedback and Complaints: Gathering feedback from passengers and documenting complaints helps identify areas for improvement and customer satisfaction levels.
- Data on the usage of accessible features (e.g., ramps, low-floor boarding) can help assess the effectiveness of efforts to make the trolley system inclusive for all passengers.
- Maintenance plan which includes maintenance schedules, repair frequency, and vehicle downtime ensures that the trolleys are in good working condition and minimizes service interruptions.

Thank you and feel free to reach out should you have any questions.

Sincerely,

Pep Valdes  
Executive Vice President  
Parking Company of America

4148

**AGREEMENT FOR OPERATION OF PUBLIC TRANSIT  
SERVICES IN THE CITY OF BELL GARDENS  
BETWEEN THE CITY OF BELL GARDENS AND  
PARKING COMPANY OF AMERICA, LLC**

THIS AGREEMENT FOR OPERATION OF PUBLIC TRANSIT SERVICES IN THE CITY OF BELL GARDENS ("Agreement"), is made and entered into on January 1, 2019 ("Effective Date"), between the City of Bell Gardens, a California Municipal Corporation, ("City") and PCAM, LLC dba Parking Company of America, LLC, a California Corporation ("Contractor").

**1. RECITALS**

- A. City seeks to contract with a transportation company to provide public transit service in the form of fixed route and dial-a-ride service in the City.
- B. Contractor submitted a bid on September 17, 2018 ("Proposal or Bid") in response to City's Request for Proposals ("RFP"). A copy of Contractor's Bid is attached to this Agreement as Exhibit A and incorporated herein. Pursuant to the RFP, the contents of Contractor's Bid shall become a contractual obligation under this Agreement.
- C. The City has determined that Contractor meets all of the standards and requirements necessary to provide public transit service in the form of fixed route and dial-a-ride services in the City.
- D. Contractor has agreed to provide such services, subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and conditions set forth in this Agreement, the parties hereby agree as follows:

**2. TRANSPORTATION SERVICES**

- A. Contractor will act in the capacity of an independent contractor and will provide management, technical and operating personnel, services, equipment and maintenance facilities necessary for the operation of the City's transit services as detailed in City's RFP and Contractor's Proposal. As part of Contractor's obligation to City under this Agreement, Contractor shall, unless specifically directed otherwise by the Director of Public Works or his/her designee ("Director") in writing, perform all of the following activities:
  - Hire all drivers, trainers, supervisors and related personnel necessary to perform the transit services contemplated herein;

- Conduct and maintain daily operation of the transit services described in the RFP and agreed to by Contractor;
  - Perform maintenance of all vehicles operating within the City as required by law and on an as needed basis;
  - Establish and maintain preventative maintenance program approved by the Director;
  - Conduct all training of Contractor and City personnel as required by law the RFP, and this Agreement;
  - Ensure the safety and security of passengers and for all related equipment and facilities;
  - Maintain a transit and vehicle storage facility;
  - Fuel (gasoline, diesel) shall be provided as described in the RFP;
  - Maintain accurate and complete record keeping and reporting as required by law, the RFP, and this Agreement;
  - Provide information services as required by law, the RFP, and this Agreement;
  - Secure insurance in the form and amounts described in the RFP and this Agreement;
  - Obtain all licenses required by law, the RFP and this Agreement; and
  - Conduct alcohol and drug testing of its workers as required by law, the RFP and this Agreement
- B. Contractor shall also provide the City with technical assistance and consultation as requested by the Director in such matters as operating policies, funding, marketing/promotion and coordination with other transit providers at no additional charge to the City.

### **3. TERM**

This Agreement shall commence on the Effective Date as specified above, and continue until December 31, 2023.

### **4. PAYMENT**

- A. Contractor shall bill City on a monthly basis for services provided under this Agreement.
- B. Payment to Contractor will be made within 45 days of receipt of the Contractor's invoice along with an accurate and complete report on a monthly basis. Invoices shall be submitted to the Director for approval. Invoices shall include a breakdown of service hours, miles and ridership as detailed in Section 2 and 6 of



this Agreement.

## 5. DATA COLLECITON AND REPORTING

A. Contractor shall collect the following information, at a minimum, on a daily basis:

- Passengers per hour (and per route);
- Vehicle service hours (by vehicle revenue hours and total hours;
- Vehicle revenue miles
- Vehicle total miles;
- Revenue (by route);
- Passenger travel time;
- Vehicle condition reports;
- Vehicle PM inspection reports;
- Vehicle and passenger accidents and incidents\*;
- Employee training and turnover;
- Complaints and compliments, including Contractor's response\*;
- Problems and possible solutions;
- Pertinent critiques and evaluation of system and service

\*to be reported to the Director within 24 hours

B. All reports prepared by Contractor shall become the property of the City.

C. Contractor shall establish and provide forms and report procedures for the collection of operational data on a daily, weekly and monthly basis. Monthly reports shall be due with the invoice no later that the tenth (10<sup>th</sup>) calendar day of the following month. The City reserves the right to amend, add or delete from the requirement of the reporting process at anytime, with written notification and instructions no less than 14 days prior to requested changes.

D. Vehicle service hours shall be defined as the following:

- \$ Dial-A-Ride: Time from first pick-up to time of last drop off, less any lunchtime.
- \$ Fixed Route: Time from first scheduled departure to arrival at last scheduled time point.

## 6. MONTHLY REPORTS

A. Contractor shall prepare a monthly report summarizing the data collected daily.

Data reported will include items listed in Section 5.A. above; in addition, a narrative summary will be included. Also included will be adherence to performance standards and goals as set forth in Section 27 of this Agreement. Data will be reported by month, year-to-date and compared to prior year month and year-to-date. Maintenance activity per vehicle and fuel consumption per vehicle shall also be reported, as will fare collection.

- B. Contractor shall submit a typed report to the Director by the 10th day of the following month. In addition to the monthly reporting, the Contractor shall supply any and all reports necessary to comply with requirements of the Los Angeles County Metropolitan Transportation Authority (LACMTA) and other local, state, or federal authorities including, but not limited to, National Transit Database (NTD) reporting.
- C. Contractor shall also provide the Director with immediate telephone notice of any accident, followed by written copies of accident reports within 1 business day of the occurrence. Contractor shall provide copies of CHP Safety Compliance Reports within 2 business days after CHP submission to Contractor.

#### **7. TRANSITION AND IMPLEMENTATION PLAN**

- A. Contractor agrees to work with City representatives and representatives of the City's current transit services provider to develop a Transition and Implementation Plan to enable a smooth transition of the City's transit services to the reasonable satisfaction of the Director.
- B. Contractor agrees to make reasonable efforts to retain the drivers and scheduling staff currently providing this service during the transition period from the existing contract to this new Agreement.

#### **8. FARE COLLECTION**

- A. Contractor's drivers shall collect fares as established by the City and will maintain an accurate count of all boarding passengers by fare category. Contractor will install locking fare boxes (Main, Diamond, or equivalent) on each fixed route and Dial-A-Ride bus and have 2 vaults for each fare box.
- B. City personnel will dump each vault daily in the afternoon at the Public Works Department and replace the vault with an empty vault. The City will be responsible for dumping fares, counting revenue, and depositing revenue.
- C. On Saturday evenings the Contractor will be required to dump vaults and turn in the vaults the next business day to the City.

#### **9. LICENSES**

Contractor shall provide and maintain any and all applicable local, state and

federal licenses during the term of this Agreement. Contractor shall also be solely responsible for any parking and traffic violations of vehicles operated in connection with the transit service. If notice of violation in a City owned vehicle is received by the City, City may pay for such violation and deduct the amount paid from future payments to Contractor.

## **10. UNIFORMS**

Contractor shall provide and maintain clean, identical uniforms to be approved by the Director (which shall not be unreasonably withheld) for all drivers and shall enforce a dress and appearance code, which shall also be subject to the same approval process. At a minimum, dress requirements shall include: shirts, slacks or shorts, jackets for use in cold or rainy weather, identification tags and City specified logo.

## **11. SAFETY/SECURITY**

- A. Contractor shall be responsible for the safety and security of passengers during operations and for all related equipment and facilities. Contractor shall include specific procedures in the proposal, which define the safety and security program for transit services. Contractor shall report all hazardous conditions (downed trees, signs, etc.) in the service area to the City and take necessary precautions to safeguard passengers and personnel. Contractor shall not be required to provide on-board security guards. Contractor shall notify local law enforcement authorities if response is required on any vehicle.
- B. Contractor shall require all drivers to attend a monthly safety meeting, which shall be a minimum of 1 hour in duration. Contractor shall implement a planned program of safety retraining to be conducted at the safety meetings. City representatives shall be allowed to attend said safety meetings.
- C. Contractor shall comply with any FTA security requirements implemented since 09/11/01.

## **12. COMMUNICATIONS AND SCHEDULING SYSTEM**

- A. Radios for 6 vehicles operated by the Contractor will be provided by the City. The City will be responsible for radio air time. Radio maintenance will be the responsibility of the City.
- B. The Contractor will be responsible for the purchase and maintenance of any radios necessary for spare vehicles and to communicate with their drivers when the City dispatch office is closed.

## **13. TERMINATION AND SATISFACTION GUARANTY**

In the event City is dissatisfied with Contractor's service for any reason during the term of this Agreement, City may terminate the Agreement by providing 60 days written

notice to Contractor.

If this Agreement is terminated by the City pursuant to this section, Contractor will refund to the City any and all profits made by Contractor during the 12 months immediately preceding the effective date of termination, up to a maximum amount of \$25,000.

Contractor may not terminate this Agreement for any reason without providing City with at least 120 days written notice.

#### 14. RECORDS AND INSPECTIONS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years after the expiration or termination of this Agreement. The Director shall have the right to access and examine such records, without charge, during normal business hours. The Director shall also have the right to audit such records, to make transcripts, there from and to inspect all program data, documents, proceedings, and activities.

#### 15. PRE-OPERATIONAL INSPECTIONS

Contractor shall ensure that Contractor's employees conduct a daily full pre-operational inspection of each vehicle, including wheelchair mechanism, prior to leaving the facility. The following is included in the 'vehicle service hour' and may not be billed to the City:

- Pre-operational inspection;
- Time required traveling to and from the first pick-up/drop-off for dial-a-ride and scheduled departure/arrival point for fixed route; and
- Driver lunch breaks.

#### 16. CITY TO PROVIDE DISPATCH SERVICES

City personnel will provide dispatching services for Dial-A-Ride and Fixed Route services as follows:

##### Dial-A-Ride

<u>Days</u>	<u>Dispatch Hours</u>
Mon-Fri	7:30 a.m. to 7:00 p.m.
Saturdays	No Services
Sundays	No Services

##### Fixed Route

<u>Days</u>	<u>Dispatch Hours</u>
Mon-Fri	6:30am – 5:30pm
Saturdays	6:30am – 5:30pm
Sundays	No Services



## **17. ROUTES AND ADJUSTMENTS**

- A. Fixed route vehicles shall travel on routes and schedules as prescribed by the City.
- B. Contractor will make appropriate adjustments to the route or schedule if the City adjusts the system at some future date as determined by City. Modifications may include but not be limited to; increasing or decreasing service hours and/or days, or switching service hours and equipment between modes. The City may increase or decrease service hours up to 20% without a change in the hourly rate.

## **18. TRANSIT FACILITY AND VEHICLE SECURITY**

Contractor has identified its site at 3165 Garfield Avenue, Commerce, CA 90040 as the designated transit and vehicle storage facility under this Agreement. Contractor warrants that it will at all times during the term of this Agreement maintain the site in a clean and safe condition to the reasonable satisfaction of the Director.

## **19. MANAGEMENT AND STAFF**

- A. Contractor's management personnel shall familiarize themselves with all services required under this Agreement to allow them to provide general public information. Employees will be tested, interviewed, and trained by Contractor.
- B. Management of the day-to-day operations in the system will be vested in Joseph Valadez, Executive Vice President, Suzie Cooley, Senior Vice President and Mario Cardenas, Vice President of Transportation. In addition, a responsible corporate staff employee of the Contractor will be available to make decisions or provide coordination as necessary in the event of the site manager's absence. Contractor shall provide adequate and reasonable field supervision of Contractor's employees while in performance of duties related to the transit service and shall ensure that all employees adhere to all policies and guidelines set forth by the City.
- C. Either Joseph Valadez, Executive Vice President, Suzie Cooley, Senior Vice President and/or Mario Cardenas, Vice President of Transportation will attend staff meetings with the City as scheduled and perform liaison activities with the City. Presentations to visitors will be carefully controlled and determined by the City and visitors will not be permitted to interfere with operations. Appointments for visits will be made in advance and approved by the Director before the visitors arrive.
- D. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be authorized under applicable federal, state, and local law to perform such services. The Contractor agrees that the services required hereunder shall at all times be subject to reasonable review and approval by the Director.

law.

- E. Contractor shall, prior to commencement of work under this Agreement, furnish the City with properly executed certificates of insurance and endorsements, which clearly evidence all insurance required under this proposal and provide that such insurance shall not be canceled or coverage reduced or allowed to expire except on 30 days prior written notice to City. City shall have the sole discretion to determine whether the certificates and endorsements presented comply with the requirements of this Agreement.

## **22. LIQUIDATED DAMAGES**

In the event of a failure to provide service for any reason other than acts of God, strikes of labor disputes, declared emergencies, war or terrorism or other reason beyond the control of Contractor. Contractor shall be assessed \$5,000 per day in liquidated damages. These damages shall be deducted from any monies due, or which may thereafter become due, to the Contractor under this Agreement.

## **23. DRIVER TRAINING**

- A. Contractor shall provide full training for all Contractor drivers. This training shall be a minimum of 80 hours per employee, of which at least 20 shall be behind the wheel or as may otherwise be required by local, state or federal law or regulations. This training must be completed before a driver can enter unsupervised passenger service. Contractor shall maintain and certify driver records, subject to review by the Director and the California Highway Patrol (CHP).
- B. All Contractor employees, including dispatchers and supervisors will be trained and certified as drivers. Such training shall meet all requirements of the State of California. The Contractor's training plan shall provide a minimum of 8 hours of annual refresher training per driver. The training plan may be structured to allow for less than 80 hours of training to new employees with previous transit experience who hold a current Class B license and medical certificate.
- C. Contractor shall conduct classroom training in at least the following areas: First aid, cardiopulmonary resuscitation (CPR), Smith System (or approved equivalent), Defensive Driving, customer service, sensitivity/empathy training, emergency and accident procedures, and wheelchair loading and securement procedures.
- D. Contractor will have all drivers obtain a Class B license as required by law, and certification in CPR and first aid. All Contractors' employees must pass a pre-employment physical examination and drug and alcohol test, paid for by Contractor, prior to start of training. All Contractors' drivers shall be subject to a pre-employment background check and review of DMV records.

- E. Drivers will be trained by a trainer or trainers who are certified by the Smith System (or other approved agency) to instruct the Defensive Driving course; and are certified by either the American Heart Association or Red Cross (or other approved agency) to instruct the drivers in First Aid and CPR. Contractor shall certify trainers in customer service, sensitivity training, emergency and accident procedures, and wheelchair loading and securement procedures, or as may otherwise be required by local, state or federal law or regulations.
- F. Contractor shall provide the Director with a list of drivers prior to start-up, and shall update said list monthly, if necessary. Contractor shall not place a driver into service without completing the training program specified above.

#### 24. MAINTENANCE

- A. Contractor shall take all action necessary to ensure that vehicles are properly serviced, maintained, repaired, and stored in a manner consistent with the highest industry standards, and shall permit no vehicle to be operated that is not in good repair and proper working order, including wheelchair lifts. Contractor shall establish and maintain a comprehensive Preventive Maintenance Inspection (PMI) program with maximum 3,000 mile or 45 day inspection intervals. Contractor shall maintain maintenance jackets for each vehicle and shall document all maintenance repairs, adjustments and PMI's consistent with industry and the manufacturer's requirements. All maintenance performed shall be fully supported by appropriate work orders.
- B. All preventative maintenance and scheduled maintenance will be performed at such times as to avoid impacting the service negatively. It is not the intent of this requirement to preclude necessary maintenance during daytime hours; it is only to ensure that the maximum number of vehicles will be available for service during the daytime. No vehicle shall be placed in service if it has traveled more than 3,000 miles or 45 days since the last PMI.
- C. The Contractor will perform or contract all maintenance, both preventive and major repair, provide grease, oil, and all necessary parts and labor required to maintain the vehicles to the Director's satisfaction. Contractor will employ the fleet specific maintenance plan outlined in Contractor's Proposal. Contractors will include in the monthly management report a projection of what PMI checks are scheduled for the following month, including current and projected mileage of those scheduled vehicles, PMI's and maintenance that occurred during the previous month. In addition, the checklist used by the maintenance office during the PMI will be attached to the monthly management report. On a monthly basis, staff will compare the current and previous management reports to ensure that scheduled PMIs occurred within the specified 3,000-mile or 45 day range. In addition to the annual California Highway Patrol Inspections, the City may conduct direct annual inspections of all vehicles to determine compliance with recommended vehicle maintenance procedures and (at least four times a year) conduct random audits to

ensure that PMI's are scheduled and completed per the required mileage and/or days. Competent maintenance personnel shall be available during all hours of system operation.

- D. Contractor shall ensure that all vehicles and maintenance facilities and records meet the California Highway Patrol (CHP) standards and requirements. Contractor shall notify the Director of all CHP inspections immediately upon notification and completion.
- E. It shall be the responsibility of the Contractor to ensure that all federal, state and local laws, regulations, ordinances, licenses or smog or other inspection requirements governing vehicles in this service are complied with before service is begun and at all times during the term of this Agreement.
- F. Negative Maintenance Record cards required by the CHP must be kept in bus files for a minimum of 30 days. Positive Maintenance Record cards must be inspected and appropriate action taken on items noted on the report. After repairs are performed, the mechanic must sign off on the report card. The information must then be transferred to the Contractor's work order. Once this is completed, the maintenance record card becomes a permanent part of the bus file record.
- G. If a vehicle fails a daily safety inspection prior to beginning the day's service, it is barred from service until the problems are corrected. For passenger comfort, the heating and air conditioning units and wheelchair lifts of all vehicles must be kept in proper working order at all times.
- H. In the event of a failure in service, Contractor shall deploy a vehicle immediately upon notification to replace the failed vehicle within 1 hour and will notify the Director if service is impacted by the reduction in active fleet size. All breakdowns should be handled to ensure maximum availability of vehicles.

## **25. STAFFING**

- A. The Contractor shall provide all management, drivers, dispatchers, road supervision, training staff and such other personnel necessary to responsibly operate the City transit system, including any on-board security or supervision. Management of day-to-day operations of the system will be vested in a local Operations Manager/Site Supervisor who shall be experienced in all aspects of public transit operations.
- B. Contractor will recruit, screen, hire, discipline and train personnel as necessary; conduct monthly safety and other related employee meetings as necessary, such as conducting alcohol & drug testing; and perform liaison activities with the City and other agencies related to execution of this Agreement. A copy of employee benefits, work rules and union contracts (if applicable) shall be provided to the Director. Contractor shall meet and coordinate performance of services under this



Agreement with the Director on a frequent basis, but in any event not less than once a week.

- C. All drivers must have a California Class B driver's license with required endorsements, VTT Certificate and valid medical card. No person shall be permitted to operate a vehicle who has had his or her driver's license revoked or suspended within the past five (5) years. Drivers must be able to read and write legibly, speak clearly & comprehend oral communications, and deal safely and courteously with the public. All drivers must be bilingual (English and Spanish). Contractor shall establish and maintain records of driver's licenses during the term of this Agreement. Medical Certificates and Department of Motor Vehicles "printouts" for each individual operating a City vehicle shall be available at all times to the City and shall be updated as required by law.
- D. Contractor shall supervise and train all drivers to ensure that they are courteous to all patrons at all times and respond to patrons' questions regarding use of the transit system or connecting systems accurately. Contractor will also attend meetings with user groups or agencies as required or upon request of the Director.
- E. All maintenance repair work must be performed by maintenance personnel who have demonstrated experience of at least 1 year in maintenance of similar vehicles or supervised by a qualified maintenance technician with at least 1 year's experience.

## **26. ADVERTISING AND PROMOTION**

- A. The City shall control all advertising and promotion. City shall provide all materials for distribution that may include brochures, customer comment forms, periodic surveys, tickets, etc. Contractor shall prepare and provide materials/copies for announcements related to service changes; advisories etc. and distribute brochures and any other material as directed by the Director.
- B. Contractor shall assist City in planning and implementation of an appropriate marketing and promotion program. Contractor shall also attend meetings of the City committees or City Council upon request. Upon request by the Director, Contractor will be responsible for making presentations to community organizations and shall report monthly to the Director on all marketing activities.

## **27. GOALS AND PERFORMANCE STANDARDS**

Contractor and City agree on the following goals and performance standards and associated penalty/incentive levels. The determination of whether an individual standard has been met shall be in the Director's sole discretion.

- A. Maintenance/Cleanliness:

Standard: The Contractor shall insure that properly maintained fully operable, body damage-free, road worthy, and clean vehicles are operated in service at all times during the term of this Agreement.

Penalty/Incentive: Failure to meet the standard shall result in a penalty of one hundred fifty dollars (\$150.00) per vehicle per day.

**B. Driver Appearance and Demeanor:**

Standard: The Contractor shall ensure that all drivers are in the required uniform while operating the City service and are well groomed, courteous, and have received sensitivity training for working with seniors and persons with disabilities.

Penalty/Incentive: Failure to meet the standard shall result in a penalty of one hundred dollars (\$100.00) per infraction. If five hundred dollars (\$500.00) is exceeded for an individual, that driver will be removed from City service.

**C. Customer Service:**

Standard: The Contractor shall maintain less than 3 valid customer complaints per month.

Penalty/Incentive: Failure to meet the standard shall result in a penalty of one hundred dollars (\$100.00) per valid complaint.

**D. Administration:**

Standard: The Contractor shall submit all required paperwork on time and accurately.

Penalty/Incentive: Failure to meet the standard shall result in a penalty of one hundred fifty dollars (\$150.00) per occurrence.

**E. Operations:**

Standard: Fixed route service shall operate 90% of sampled trips on-time. On-time is defined as 0-10 minutes late with no trips running early.

Penalty/Incentive: Failure to meet the standard will result in a penalty of one hundred dollars (\$100.00) per month.

**F. Standard: A replacement vehicle shall be placed into service within one hour of the failure of a revenue vehicle.**

Penalty/Incentive: Failure to meet the standard will result in a penalty of one hundred dollars (\$100.00) per incident.

**G. Maintenance:**

Standard: The Contractor shall complete preventive maintenance inspections no later than every 3,000 miles or 45 days.

1. Penalty/Incentive: Failure to meet the standard shall result in a penalty of one hundred dollars (\$100.00) per day per vehicle. Not to exceed five hundred dollars (\$500.00) per incident.

**28. PERMITS AND LICENSES**

Contractor shall obtain and maintain all necessary licenses, permits, and certificates required by law for the conduct of the Contractor's activities, including a business license issued by the City.

**29. COMPLAINTS & LICENSES**

A. Contractor shall receive, accept and record all incoming complaints or suggestions on contractor-provided Customer Service Forms. Procedures for processing are as follow:

1. The Contractor receives and records the complaints or suggestions on a Customer Service Form provided by the Contractor.
2. One copy shall be sent directly to the Director no later than 1 business day following receipt of the complaint.
3. The Contractor shall then investigate and recommend action detailing as much subsequent information as possible on a second copy of the Form.
4. A final copy shall be returned to the Director within 7 days of the receipt of the complaint for final resolution/information or action by the City.
5. In the event the City receives the initial complaint, a Form shall be forwarded to the Contractor for processing as described above.

B. Procedures regarding accidents/incidents are as follow:

1. The Contractor shall immediately report all accidents or incidents regardless of liability, severity, or damage.
2. Every driver will carry complete accident reporting kits with them in the vehicle (to include accident forms and "Courtesy Cards" supplied by the Contractor).
3. In the event that an accident occurs, the driver will immediately notify dispatch via radio or telephone.
4. "Courtesy cards" will be passed out to all passengers or witnesses to the accident and will be retrieved by the driver.
5. The driver will secure the name, address, phone number, vehicle license number and vehicle description of the involved vehicle or vehicles.
6. The driver will then submit at the end of his/her shift all documents and forms to

- dispatch.
7. At the time of telephone or radio communication of the accident, the Contractor staff will advise the Director of said accident immediately by phone or FAX.
  8. The Contractor will document and review the accident in writing to the City upon submittal of accident forms describing the cause and nature of the accident.

### 30. WASHING OF VEHICLES

Contractor shall wash weekly the exterior and clean the interior of the vehicles, and will sweep daily and maintain the good appearance of the interiors to provide a public image satisfactory to the Director. All graffiti will be removed on the day it is discovered.

### 31. NON-DISCRIMINATION

In the performance of its duties under this Agreement, Contractor agrees that it will not discriminate against any member of the public, employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, disability, sexual orientation, or age.

### 32. NEW VEHICLES

- A. Contractor shall provide the following new vehicles for City service:

	Fixed Route	Dial-A-Ride
Make	Ford	Star Craft
Fuel Type	Gasoline	Gasoline
Number	T1, T2 & T3	D4, D5 & D6
Seating Capacity	18 + 2 w/c	16 + 2 w/c
Air Conditioning	Yes	Yes
Seating Positions	Perimeter	Perimeter
Wheelchair lift	Yes	Yes

- B. All vehicles must meet Americans with Disabilities Act (ADA) requirements.
- C. Contractor shall be permitted to offer similar used vehicles until such time as new vehicles ordered by Contractor are delivered and prepared to be placed into service, as authorized by the Director.

### 33. COMMUNICATIONS

Any notice, demand, request, consent, approval, designation, or other communication which either party is required or desires to give or make or communicate to



the other party shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to the follow addresses:

**CITY:** City of Bell Gardens  
Attention: Director of Public Works  
7100 South Garfield Avenue  
Bell Gardens, CA 90201  
Attention: Public Works

**CONTRATOR:** PCAM, LLC dba Parking Company of America  
3165 Garfield Avenue  
Commerce, CA 90040

#### **34. ENTIRE AGREEMENT**

- A. This Agreement contains the entire understanding between the City and Contractor. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.
- B. In the event of any conflict, overlap or inconsistency between the provisions of this Agreement and Contractor's Proposal, the terms of this Agreement shall control, except to the extent that the terms, promises or covenants in the Proposal are more favorable to the City. In that case, Contractor agrees to perform services in a manner most beneficial to the City, in City's reasonable discretion.

#### **35. WAIVER**

Waiver by any party hereto of any term, condition or covenant of the Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

#### **36. GOVERNING LAW**

This Agreement shall be interpreted and construed according to the laws of the State of California and any action to enforce the terms of this Agreement shall be brought in the County of Los Angeles, State of California

### **37. TRANSFER OR ASSIGNMENT**

- A. **Prior Written Consent Required.** Contractor shall not sell, transfer, lease, assign, sublet, mortgage, or dispose of, either in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, the franchise or any rights or privileges granted under this Agreement, without obtaining the prior written consent of City. Any request to transfer or assign must be in writing and must be submitted to the Director at least 120 days prior to the proposed date of such sale, transfer, or assignment.
- B. **Change of Control Defined.** The prohibition against the sale, transfer, lease, assignment, subletting, mortgage, or disposal of any interest in the franchise shall apply to any change in control of the Contractor. The word "control" as used herein is not limited to a change in major stockholders or partners of the Contractor, but also includes actual working control in whatever manner exercised.
- C. **Grounds for Revocation of Agreement.** Any attempt to sell, transfer, lease, assign, sublet, mortgage, or otherwise dispose of this Agreement without the prior, written consent of the City shall be null and void and shall subject the Contractor to cancellation, revocation or suspension of the Agreement.

### **38. FORCE MAJEURE**

Either party shall be excused, if authorized the City, from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to; any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder, severe weather, commandeering of material, products; plants or facilities by the federal, state, or local government or fuel shortage. In the event any new federal, state or local law, rule or regulation is implemented during the term of this Agreement, which increases the cost of providing this service to Contractor, Contractor may request to meet with the Director to negotiate the effect of said law, rate or regulation. The City has no mandatory obligation to renegotiate cost agreed to in this Agreement.

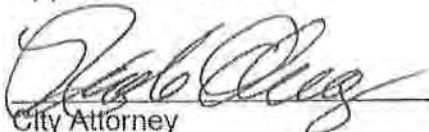
IN WITNESS WHEREOF, the parties hereto have caused this "Franchise Agreement" to be executed and effective the day and year first above written.

CITY OF BELL GARDENS

  
\_\_\_\_\_  
City Manager

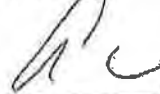
1/29/19  
\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
City Clerk

CONTRACTOR  
Parking Company of America

  
\_\_\_\_\_  
By: Eric Chavez  
Its: President

**EXHIBIT A – PRICE SHEET**



## City of Bell Gardens Transit Service RFP

Option B: All Inclusive price, no fuel (3 Fixed Route &amp; 2 Darts)

Proposer

PCAM, LLC

EXPENSES CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
<b>LABOR</b>						
Drivers	\$243,945.00	251,263.35	258,801.25	266,565.29	274,562.25	\$1,295,137.14
Supervisors	33,280.00	34,278.40	35,306.75	36,365.95	37,456.93	\$176,688.04
Site Managers	18,720.00	19,281.60	19,860.05	20,455.85	21,069.52	\$99,387.02
Mechanics	29,560.00	30,446.80	31,360.20	32,301.01	33,270.04	\$156,938.05
Administration		0.00	0.00	0.00	0.00	\$0.00
Other-Utility Workers	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>SUBTOTAL - LABOR</b>	<b>\$325,505.00</b>	<b>\$335,270.15</b>	<b>\$345,328.25</b>	<b>\$355,688.10</b>	<b>\$366,358.75</b>	<b>\$1,728,150.25</b>
<b>FRINGE BENEFITS</b>						
LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drivers	\$81,360.00	83,800.80	86,314.82	88,904.27	91,571.40	\$431,951.29
Supervisors	9,469.25	9,753.33	10,045.93	10,347.31	10,657.72	\$50,273.53
Site Manager	10,126.33	10,430.12	10,743.02	11,065.31	11,397.27	\$53,762.06
Mechanics	9,989.55	10,289.24	10,597.91	10,915.85	11,243.33	\$53,035.88
Administration	0.00	0.00	0.00	0.00	0.00	\$0.00
Other-Specify	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>SUBTOTAL - FRINGES</b>	<b>\$110,945.13</b>	<b>\$114,273.48</b>	<b>\$117,701.69</b>	<b>\$121,232.74</b>	<b>\$124,869.72</b>	<b>\$589,022.76</b>
<b>MATERIALS AND SUPPLIES</b>						
Oil & Lubricants	18,150.00	18,694.50	19,255.34	19,833.00	20,427.98	\$96,360.81
Parts	28,698.00	29,558.94	30,445.71	31,359.08	32,299.85	\$152,361.58
Other - Allocated Utilities Cost	\$24,460.00	25,493.80	25,949.61	26,728.10	27,529.95	\$129,861.46
<b>SUBTOTAL - UTILITIES</b>	<b>\$71,308.00</b>	<b>\$73,447.24</b>	<b>\$75,650.66</b>	<b>\$77,920.18</b>	<b>\$80,257.78</b>	<b>\$378,583.86</b>
<b>UTILITIES</b>						
Gas	\$0.00	0.00	0.00	0.00	0.00	\$0.00
Electricity	\$0.00	0.00	0.00	0.00	0.00	\$0.00
Water	\$0.00	0.00	0.00	0.00	0.00	\$0.00
Other - Allocated Utilities Cost	\$15,000.00	15,450.00	15,913.50	16,390.91	16,882.63	\$79,637.04
<b>SUBTOTAL - UTILITIES</b>	<b>\$15,000.00</b>	<b>\$15,450.00</b>	<b>\$15,913.50</b>	<b>\$16,390.91</b>	<b>\$16,882.63</b>	<b>\$79,637.04</b>
<b>INSURANCE</b>						
Liability Insurance	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$270,000.00
Other Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Specify	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL - INSURANCE</b>	<b>\$54,000.00</b>	<b>\$54,000.00</b>	<b>\$54,000.00</b>	<b>\$54,000.00</b>	<b>\$54,000.00</b>	<b>\$270,000.00</b>
<b>MISCELLANEOUS</b>						
Taxes	\$0.00	0.00	0.00	0.00	0.00	\$0.00
Uniforms	\$6,900.00	7,107.00	7,320.21	7,539.82	7,766.01	\$36,633.04
Vehicles	\$73,333.33	75,533.33	77,799.33	80,133.31	82,537.31	\$389,336.61
Other -Interest, Start-Up, Admin Costs	\$4,800.00	4,944.00	5,092.32	5,245.09	5,402.44	\$25,483.85
<b>SUBTOTAL - MISCELLANEOUS</b>	<b>\$85,033.33</b>	<b>\$87,584.33</b>	<b>\$90,211.86</b>	<b>\$92,918.22</b>	<b>\$95,705.76</b>	<b>\$451,453.50</b>
<b>SUBTOTAL</b>	<b>\$661,791.46</b>	<b>\$680,025.20</b>	<b>\$698,805.96</b>	<b>\$718,150.14</b>	<b>\$738,074.64</b>	<b>\$3,496,847.41</b>
<b>MANAGEMENT FEE</b>						<b>\$0.00</b>
PROFIT	\$60,000.00	61,800.00	63,654.00	65,563.62	67,530.53	\$318,548.15
<b>TOTAL</b>	<b>\$60,000.00</b>	<b>\$61,800.00</b>	<b>\$63,654.00</b>	<b>\$65,563.62</b>	<b>\$67,530.53</b>	<b>\$318,548.15</b>
<b>NOT TO EXCEED AMOUNT</b>	<b>\$721,791.46</b>	<b>\$741,825.20</b>	<b>\$762,459.96</b>	<b>\$783,713.76</b>	<b>\$805,605.17</b>	<b>\$3,815,395.55</b>
<b>SERVICE HOURS</b>	<b>\$13,666.00</b>	<b>\$13,666.00</b>	<b>\$13,666.00</b>	<b>\$13,666.00</b>	<b>\$13,666.00</b>	<b>\$68,330.00</b>
<b>COST/SERVICE HOUR</b>	<b>\$52.82</b>	<b>\$54.28</b>	<b>\$55.79</b>	<b>\$57.35</b>	<b>\$58.95</b>	<b>\$55.84</b>
<b>SENIOR BUS COST/HOUR / DISPATCHER</b>	<b>\$29.34</b>	<b>30.22</b>	<b>31.13</b>	<b>32.06</b>	<b>33.02</b>	<b>34.01</b>

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

Option  
#1



**Term Sheet**

Proposed Agreement with  
The City of San Fernando (the "City")

Date: August 21, 2023,  
Between:  
PCAM LLC  
3165 Garfield Ave.  
Commerce CA 90040

And City of San Fernando  
117 Macneil St.  
San Fernando, CA 91340

This Term Sheet summarizes the principal terms of agreement with the City.

- **Contractor**
- PCAM, LLC dba Parking Company of America (PCA)

**Contractor Contacts**

Mr. Eric Chaves, President  
Mr. Joseph "Pep" Valdes, Executive Vice President  
Mr. Mario Cadenas, Vice President of Transportation

**Term**

Initial Term shall begin 2023 – 2028 and continue contract extension for ( 2 ) two additional years

**Cost Proposal**

Billing Rate per Revenue Service Hour (RSH) shall be \$ 27.73 per vehicle per hour for Dart and Trolleys an addition of \$27,092.91 monthly fixed rate a 3% annually increase will apply "Revenue Service Hour (RSH)" shall mean any sixty-minute increment of time, or portion thereof, beginning with the time the vehicle pulls out and is available for passenger transport within the Contractor's established hours of service, and the time the vehicle arrives back at the yard to end service, minus any clocked out lunch break time.

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

**Union**

Contractor acknowledges that this Agreement will be based on the use of non-union staffing.

- Under the terms of our proposed agreement, Contractor shall be responsible to provide and manage staffing for the following positions and responsibilities, additionally by requirement of the city of San Fernando we will implement the changes and accommodations below at no additional cost,

- General Management
- Bus Operators
- Dispatch Center
- Vehicle Maintenance
- Current Dial A Ride 20 Shuttle passenger cutaways
- Spare vehicles for Dart and trolleys
- GPS and Cameras for each vehicle
- Dart Ipads
- Scheduling Software SYS / Paraplan
- Vehicle Tracking website
- Uniforms
- Radio Communication.
- PCAM LLC will Provide assessment of establishing a new route or modifying an existing route to support economic development within the Downtown core (San Fernando Rd.)
- PCAM LLC will maintain a mobile app that allows passengers to track trolley or Dial-a-Ride locations in real-time.
- PCAM LLC will station Live dispatchers during operation hours.
- PCAM LLC keeps implementing paraplan software routing algorithms that adapt to real-time passenger demand, optimize routes and reduce wait times for passengers. This approach ensures that vehicles are efficiently deployed based on current demand patterns.
- PCAM LLC will keep establishing outreach programs to ensure that the transportation services are accessible to all members of the community, including the elderly, disabled, and economically disadvantaged. This can involve providing door-to-door services for those with limited mobility. PCAM LLC will continue providing.
  - a) The total number of passengers who use the trolley service and dial a ride each day, week, month, and year.

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

- b) Reports will Identifying the busiest hours of the day or week can assist in allocating resources more efficiently and planning for additional services during peak times.
- c) Monitoring the percentage of occupied seats on each trolley helps gauge capacity utilization and plan for potential service increases.
- d) Reporting incidents that cause service disruptions, such as accidents, road closures, or mechanical issues, helps the city address potential problems and improve reliability.
- e) User Feedback and Complaints: Gathering feedback from passengers and documenting complaints helps identify areas for improvement and customer satisfaction levels.
- f) Data on the usage of accessible features (e.g., ramps, low-floor boarding) can help assess the effectiveness of efforts to make the trolley system inclusive for all passengers.
- g) maintenance plan which includes maintenance schedules, repair frequency, and vehicle downtime ensures that the trolleys are in good working condition and minimizes service interruptions.



Dial A Ride Buses



Classic Trolleys

**City** Under the terms of our proposed agreement, the City shall be responsible / **Responsibilities** for maintaining the following:

- Vehicle Storage at the public works facility
- Trolley Fuel / Dial A Ride Fuel



PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

**NEW PROPOSAL**

- PCAM LLC Classic trolleys must be replaced by a city.
- Capital outlay for new Trolley shuttles.

Cost per month:

- 2- 20 passengers cutaway with ADA access for the Dial a Ride supplied by PCAM LLC.
- 2- City Classic 2008 Trolleys supplied by City of San Fernando
- Fixed Base Monthly fixed rate \$27,092.91 per month
- Trolley cost per revenue hour \$27.73
- Dial A Ride cost per revenue hour \$27.73

Current City Cost	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Additional 1	Additional 2	Total Cost
Trolley/DAR Per RSH		\$ 27.73	\$ 28.56	\$ 29.42	\$ 30.30	\$ 31.21	\$ 32.15	\$ 33.11	
Annual Trolley Hours	4401	\$ 122,039.73	\$ 125,700.92	\$ 129,471.95	\$ 133,356.11	\$ 137,356.79	\$ 141,477.50	\$ 145,721.82	\$ 935,124.82
Annual Dial A Ride Hours	6080	\$ 168,598.40	\$ 173,656.35	\$ 178,866.04	\$ 184,232.02	\$ 189,758.98	\$ 195,451.75	\$ 201,315.31	\$ 1,291,878.86
Fuel Charges		\$ 79,766.92	\$ 82,159.93	\$ 84,624.73	\$ 87,163.47	\$ 89,778.37	\$ 92,471.72	\$ 95,245.87	\$ 611,211.01
Fixed Monthly Fee		\$ 325,114.92	\$ 334,868.37	\$ 344,914.42	\$ 355,261.85	\$ 365,919.71	\$ 376,897.30	\$ 388,204.22	\$ 2,491,180.78
Dart Vehicles	provided By PCAM LLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Trolley Vehicles	Needs to be replaced	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Including Vehicles		\$ 695,519.97	\$ 716,385.57	\$ 737,877.14	\$ 760,013.45	\$ 782,813.85	\$ 806,298.27	\$ 830,487.22	\$ 5,329,395.47

All terms and provisions of this Term Sheet shall remain in full force and effect. If there is a conflict between the terms and provisions of this Term Sheet and any prior Operating Agreements or Assignments, then the terms of this Term Sheet shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Term Sheet to be executed by their respective duly authorized agents as of the date first set forth above.

**“CITY”****“CONTRACTOR”**

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

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

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

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

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

Option #2



### Term Sheet

Proposed Agreement with  
The City of San Fernando (the "City")

Date: August 21, 2023,  
Between:  
PCAM LLC  
3165 Garfield Ave.  
Commerce CA 90040

And City of San Fernando  
117 Macneil St.  
San Fernando, CA 91340

This Term Sheet summarizes the principal terms of agreement with the City.

- **Contractor**
- PCAM, LLC dba Parking Company of America (PCA)

#### **Contractor Contacts**

Mr. Eric Chaves, President  
Mr. Joseph "Pep" Valdes, Executive Vice President  
Mr. Mario Cadenas, Vice President of Transportation

#### **Term**

Initial Term shall begin 2023 – 2028 and continue contract extension for ( 2 ) two additional years

#### **Cost Proposal**

Billing Rate per Revenue Service Hour (RSH) shall be \$ 27.73 per vehicle per hour for Dart and Trolleys an addition of \$25,000 monthly fixed rate a 3% annually increase will apply "Revenue Service Hour (RSH)" shall mean any sixty-minute increment of time, or portion thereof, beginning with the time the vehicle pulls out and is available for passenger transport within the Contractor's established hours of service, and the time the vehicle arrives back at the yard to end service, minus any clocked out lunch break time.

#### **Union**

Contractor acknowledges that this Agreement will be based on the use of non-union staffing.

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

- Under the terms of our proposed agreement, Contractor shall be responsible to provide and manage staffing for the following positions and responsibilities, additionally by requirement of the city of San Fernando we will implement the changes and accommodations below at no additional cost,

- General Management
- Bus Operators
- Dispatch Center
- Vehicle Maintenance
- 2- Current Dial A Ride 20 Shuttle passenger cutaways to be transferred for the trolley service.
- 2- Mini vans unleaded fuel 5 passengers.
- Spare vehicles for Dart and trolleys
- GPS and Cameras for each vehicle
- Dart Ipads
- Scheduling Software SYS / Paraplan
- Vehicle Tracking website
- Uniforms
- Radio Communication.
- PCAM LLC will Provide assessment of establishing a new route or modifying an existing route to support economic development within the Downtown core (San Fernando Rd.)
- PCAM LLC will maintain a mobile app that allows passengers to track trolley or Dial-a-Ride locations in real-time.
- PCAM LLC will station Live dispatchers during operation hours.
- PCAM LLC keeps implementing paraplan software routing algorithms that adapt to real-time passenger demand, optimize routes and reduce wait times for passengers. This approach ensures that vehicles are efficiently deployed based on current demand patterns.
- PCAM LLC will keep establishing outreach programs to ensure that the transportation services are accessible to all members of the community, including the elderly, disabled, and economically disadvantaged. This can involve providing door-to-door services for those with limited mobility. PCAM LLC will continue providing.
- a) The total number of passengers who use the trolley service and dial a ride each day, week, month, and year.

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

- b) Reports will Identifying the busiest hours of the day or week can assist in allocating resources more efficiently and planning for additional services during peak times.
- c) Monitoring the percentage of occupied seats on each trolley helps gauge capacity utilization and plan for potential service increases.
- d) Reporting incidents that cause service disruptions, such as accidents, road closures, or mechanical issues, helps the city address potential problems and improve reliability.
- e) User Feedback and Complaints: Gathering feedback from passengers and documenting complaints helps identify areas for improvement and customer satisfaction levels.
- f) Data on the usage of accessible features (e.g., ramps, low-floor boarding) can help assess the effectiveness of efforts to make the trolley system inclusive for all passengers.
- g) maintenance plan which includes maintenance schedules, repair frequency, and vehicle downtime ensures that the trolleys are in good working condition and minimizes service interruptions.



Dial A Ride Vans



Cutaway for Trolleys

**City** Under the terms of our proposed agreement, the City shall be responsible / **Responsibilities** for maintaining the following:

- Vehicle Storage at the public works facility
- Trolley Fuel / Dial A Ride Fuel



PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

**NEW PROPOSAL**

- PCAM LLC will transfer the current dial a ride vehicle to the trolley service.
- PCAM LLC will place 2 mini vans 5 passengers for the dial a ride service.

Cost per month:

- 2- 5 passenger minivans with ADA access for the Dial a Ride supplied by PCAM LLC.
- 2- current cutaways to be transferred for the trolley service.
- Fixed Base Monthly fixed rate \$25,000 per month
- Trolley cost per revenue hour \$27.73
- Dial A Ride cost per revenue hour \$27.73

PCA Proposal - Gas, Fuel	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Additional 1	Additional 2	Total Cost
Trolley/DAR Per RSH		\$ 27.73	\$ 28.56	\$ 29.42	\$ 30.30	\$ 31.21	\$ 32.15	\$ 33.11	
	4401	\$ 122,039.73	\$ 125,700.92	\$ 129,471.95	\$ 133,356.11	\$ 137,356.79	\$ 141,477.50	\$ 145,721.82	\$ 935,124.82
	6080	\$ 168,598.40	\$ 173,656.35	\$ 178,866.04	\$ 184,232.02	\$ 189,758.98	\$ 195,451.75	\$ 201,315.31	\$ 1,291,878.86
Fuel Charges		\$ 79,766.92	\$ 82,159.93	\$ 84,624.73	\$ 87,163.47	\$ 89,778.37	\$ 92,471.72	\$ 95,245.87	\$ 611,211.01
Fixed Monthly Fee		\$ 300,000.00	\$ 309,000.00	\$ 318,270.00	\$ 327,818.10	\$ 337,652.64	\$ 347,782.22	\$ 358,215.69	\$ 2,298,738.65
Dart Vehicles	provided By PCAM LLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Trolley Vehicles	provided By PCAM LLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Including Vehicles</b>		\$ 670,405.05	\$ 690,517.20	\$ 711,232.72	\$ 732,569.70	\$ 754,546.79	\$ 777,183.19	\$ 800,498.69	\$ 5,136,953.34

All terms and provisions of this Term Sheet shall remain in full force and effect. If there is a conflict between the terms and provisions of this Term Sheet and any prior Operating Agreements or Assignments, then the terms of this Term Sheet shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Term Sheet to be executed by their respective duly authorized agents as of the date first set forth above.

“CITY”

“CONTRACTOR”

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

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

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

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

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

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118



Option #3

**Term Sheet**

Proposed Agreement with  
The City of San Fernando (the "City")

Date: August 21, 2023,  
Between:  
PCAM LLC  
3165 Garfield Ave.  
Commerce CA 90040

And City of San Fernando  
117 Macneil St.  
San Fernando, CA 91340

This Term Sheet summarizes the principal terms of agreement with the City.

- **Contractor**
- PCAM, LLC dba Parking Company of America (PCA)

**Contractor Contacts**

Mr. Eric Chaves, President  
Mr. Joseph "Pep" Valdes, Executive Vice President  
Mr. Mario Cadenas, Vice President of Transportation

**Term**

Initial Term shall begin 2023 – 2028 and continue contract extension for ( 2 ) two additional years

**Cost Proposal**

Billing Rate per Revenue Service Hour (RSH) shall be \$ 29.04 per vehicle per hour for Dart and Trolleys an addition of \$27,000 monthly fixed rate a 3% annually increase will apply "Revenue Service Hour (RSH)" shall mean any sixty-minute increment of time, or portion thereof, beginning with the time the vehicle pulls out and is available for passenger transport within the Contractor's established hours of service, and the time the vehicle arrives back at the yard to end service, minus any clocked out lunch break time.

**Union**

Contractor acknowledges that this Agreement will be based on the use of non-union staffing.

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

- Under the terms of our proposed agreement, Contractor shall be responsible to provide and manage staffing for the following positions and responsibilities, additionally by requirement of the city of San Fernando we will implement the changes and accommodations below at no additional cost,

- General Management
- Bus Operators
- Dispatch Center
- Vehicle Maintenance
- 2 Electric 17 passenger Dart Vehicles
- 2 Cutaway vehicles for trolley service nonelectric
- Spare vehicles for Dart and trolleys
- GPS and Cameras for each vehicle
- Dart Ipads
- Scheduling Software SYS / Paraplan
- Vehicle Tracking website
- Uniforms
- Radio Communication.
- PCAM LLC will Provide assessment of establishing a new route or modifying an existing route to support economic development within the Downtown core (San Fernando Rd.)
- PCAM LLC will provide 2 Dial a Ride Electric Buses with ADA access that can help reduce emissions and promote sustainability. This move can align with the city's green initiatives and contribute to a cleaner environment.
- PCAM LLC will maintain a mobile app that allows passengers to track trolley or Dial-a-Ride locations in real-time.
- PCAM LLC will station Live dispatchers during operation hours.
- PCAM LLC keeps implementing paraplan software routing algorithms that adapt to real-time passenger demand can optimize routes and reduce wait times for passengers. This approach ensures that vehicles are efficiently deployed based on current demand patterns.
- PCAM LLC will keep establishing outreach programs to ensure that the transportation services are accessible to all members of the community, including the elderly, disabled, and economically disadvantaged. This can involve providing door-to-door services for those with limited mobility.
- PCAM LLC will use reliable vehicles and wrap them to give the appearance of trolleys.
- PCAM LLC will continue providing.
  - a) The total number of passengers who use the trolley service each day, week, month, and year.



PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

- b) Reports will Identifying the busiest hours of the day or week can assist in allocating resources more efficiently and planning for additional services during peak times.
- c) Monitoring the percentage of occupied seats on each trolley helps gauge capacity utilization and plan for potential service increases.
- d) Reporting incidents that cause service disruptions, such as accidents, road closures, or mechanical issues, helps the city address potential problems and improve reliability.
- e) User Feedback and Complaints: Gathering feedback from passengers and documenting complaints helps identify areas for improvement and customer satisfaction levels.
- f) Data on the usage of accessible features (e.g., ramps, low-floor boarding) can help assess the effectiveness of efforts to make the trolley system inclusive for all passengers.
- g) maintenance plan which includes maintenance schedules, repair frequency, and vehicle downtime ensures that the trolleys are in good working condition and minimizes service interruptions.



Trolley Vehicle



Dial A Ride Electric Vehicle

**City** Under the terms of our proposed agreement, the City shall be responsible / **Responsibilities** for maintaining the following:

- Vehicle Storage at the public works facility
- Trolley Fuel
- Dial a Ride installation of the charging station and electricity consumption.



PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

**NEW PROPOSAL**

- No Capital outlay for new shuttles.
- By utilizing electric shuttles for the Dial-A-Ride service  
The city stands to save fuel consumption.

**Cost per month:**

- 2- 17 passengers with ADA access Dial a Ride electric buses.
- 2- Trolleys 22 with ADA access shuttle buses unleaded fuel
- – Spare Vehicles
- Fixed Base Monthly fixed rate \$27,000 per month
- Trolley cost per revenue hour \$29.04
- Dial A Ride cost per revenue hour \$29.04

PCA Proposal - Fuel/Electric	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Additional 1	Additional 2	Total Cost
Trolley/DAR Per RSH		\$ 29.04	\$ 29.91	\$ 30.81	\$ 31.73	\$ 32.68	\$ 33.67	\$ 34.68	
	4401	\$ 127,805.04	\$ 131,639.19	\$ 135,588.37	\$ 139,656.02	\$ 143,845.70	\$ 148,161.07	\$ 152,605.90	\$ 979,301.29
	6080	\$ 176,563.20	\$ 181,860.10	\$ 187,315.90	\$ 192,935.38	\$ 198,723.44	\$ 204,685.14	\$ 210,825.69	\$1,352,908.84
Fuel Charges		\$ 48,000.00	\$ 49,440.00	\$ 50,923.20	\$ 52,450.90	\$ 54,024.42	\$ 55,645.16	\$ 57,314.51	\$ 367,798.18
Fixed Monthly Fee		\$ 324,000.00	\$ 333,720.00	\$ 343,731.60	\$ 354,043.55	\$ 364,664.85	\$ 375,604.80	\$ 386,872.94	\$2,482,637.75
Dart Vehicles		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trolley Vehicles		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Including Vehicles</b>		<b>\$ 676,368.24</b>	<b>\$ 696,659.29</b>	<b>\$ 717,559.07</b>	<b>\$ 739,085.84</b>	<b>\$ 761,258.41</b>	<b>\$ 784,096.17</b>	<b>\$ 807,619.05</b>	<b>\$ 5,182,646.06</b>

All terms and provisions of this Term Sheet shall remain in full force and effect. If there is a conflict between the terms and provisions of this Term Sheet and any prior Operating Agreements or Assignments, then the terms of this Term Sheet shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Term Sheet to be executed by their respective duly authorized agents as of the date first set forth above.

**“CITY”****“CONTRACTOR”**

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

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



# SAN FERNANDO TROLLEY ROUTE

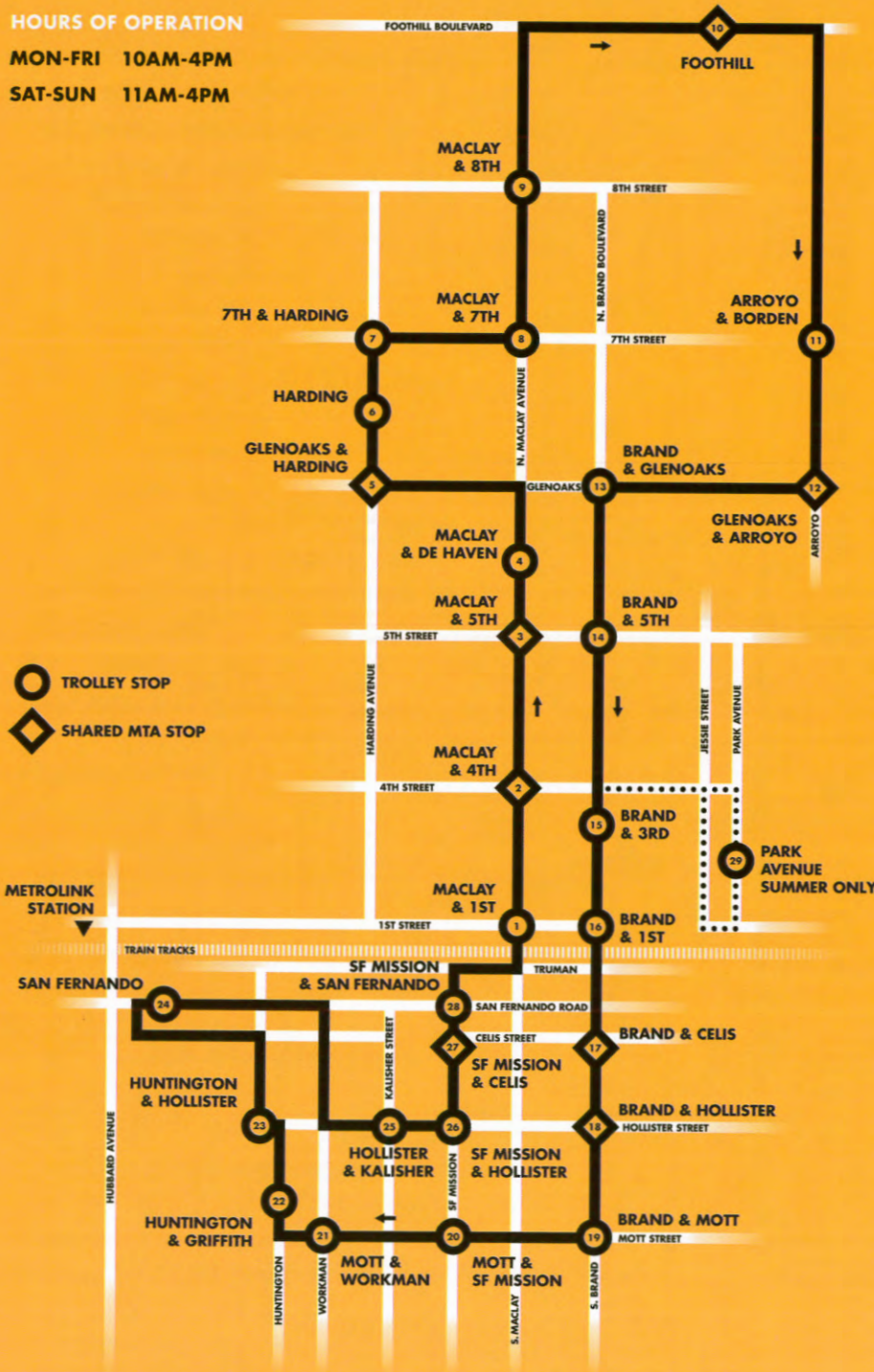
Your city. At your service.

THE CITY OF  
SAN FERNANDO

## HOURS OF OPERATION

MON-FRI 10AM-4PM

SAT-SUN 11AM-4PM



## DESTINATION STOPS

CESAR E. CHAVEZ LEARNING ACADEMIES	11, 12
FIRST LUTHERAN SCHOOL	4
FOOTHILL SHOPPING CENTER	10
GLENOAKS SCHOOL	5
LA RINDA PLAZA	21
LAKEVIEW CHARTER HIGH SCHOOL	9
LAS PALMAS PARK	23
LIBRARY PLAZA	1, 2
MISSION PLAZA	1
MORNINGSIDE ELEMENTARY SCHOOL	3, 14
MTA LINES 230	20
MTA LINES 234	8
MTA LINES 292	13
NORTHEAST VALLEY HEALTH CLINIC	24
NUEVA ESPERANZA CHARTER SCHOOL	2
O'MELVENY ELEMENTARY SCHOOL	19
PIONEER PARK	5, 6, 7
RECREATION PARK	29
SANTA ROSA SCHOOL	21
SENIOR HOUSING	25
SF CITY HALL	1, 16
SF COURTHOUSE	1, 2, 15, 16
SF EARLY EDUCATION CENTER	20
SF ELEMENTARY SCHOOL	20
SF HIGH SCHOOL	19
SF LIBRARY	1, 2
SF MALL	17, 27, 28
SF MIDDLE SCHOOL	15, 16
SF MISSION SHOPPING CENTER	27, 28
SF PLAZA	1
SF POLICE STATION	1, 16
SF REGIONAL POOL FACILITY	29
SF-SYLMAR METROLINK STATION	24
SOCIAL SECURITY OFFICE	26, 27
ST. FERDINAND'S SCHOOL	17
ST. SIMON'S SCHOOL	3
SWAP MEET	11, 12
UNITED STATES POST OFFICE	17, 27
VISTA DEL VALLE ACADEMY	9





# RUTA DEL TROLEBÚS DE SAN FERNANDO

Su ciudad. A su servicio.

THE CITY OF  
**SAN FERNANDO**

## HORAS DE OPERACIÓN

L-V 10AM-4PM

SAB-DOM 11AM-4PM



## DESTINO PARADAS

CESAR E. CHAVEZ LEARNING ACADEMIES	11, 12
FIRST LUTHERAN SCHOOL	4
FOOTHILL SHOPPING CENTER	10
GLENOAKS SCHOOL	5
LA RINDA PLAZA	21
LAKEVIEW CHARTER HIGH SCHOOL	9
LAS PALMAS PARK	23
LIBRARY PLAZA	1, 2
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MTA LINES 230	20
MTA LINES 234	8
MTA LINES 292	13
NORTHEAST VALLEY HEALTH CLINIC	24
NUEVA ESPERANZA CHARTER SCHOOL	2
O'MELVENY ELEMENTARY SCHOOL	19
PIONEER PARK	5, 6, 7
RECREATION PARK	29
SANTA ROSA SCHOOL	21
SENIOR HOUSING	25
SF CITY HALL	1, 16
SF COURTHOUSE	1, 2, 15, 16
SF EARLY EDUCATION CENTER	20
SF ELEMENTARY SCHOOL	20
SF HIGH SCHOOL	19
SF LIBRARY	1, 2
SF MALL	17, 27, 28
SF MIDDLE SCHOOL	15, 16
SF MISSION SHOPPING CENTER	27, 28
SF PLAZA	1
SF POLICE STATION	1, 16
SF REGIONAL POOL FACILITY	29
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SWAP MEET	11, 12
UNITED STATES POST OFFICE	17, 27
VISTA DEL VALLE ACADEMY	9



117 MACNEIL STREET, SAN FERNANDO, CA 91340 WWW.SFCITY.ORG

# **REQUEST FOR PROPOSAL FOR PUBLIC TRANSIT SERVICES**



**Due Date: Thursday, August 16<sup>th</sup>, 2018**  
**Due Time: 5:00 p.m. PDT**

**City of Bell Gardens  
Public Works Department  
July 16<sup>th</sup>, 2018**



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**REQUEST FOR PROPOSAL (“RFP”) FOR  
OPERATION OF PUBLIC TRANSIT SERVICES  
IN  
BELL GARDENS, CALIFORNIA**

**SECTION A: INSTRUCTIONS TO PROPOSERS**

**I. INTRODUCTION**

The City of Bell Gardens is located approximately 20 miles southeast of Downtown Los Angeles serving a predominantly Latino, working-class community of more than 42,072 in 2.4 square miles. The Bell Gardens Trolley involves the operation of a fixed-route bus within the City’s limits, and the Dial-A-Ride Transit (DART) for individuals within the City’s limits.

These services have been in operation for thirty-five years or more and the community has come to rely heavily as a means of traversing this small, comfortable city. The City is seeking a Company with experience and expertise in providing quality transportation services with the resources and ability to maintain safe, bilingual, customer-friendly, and efficient services.

The purpose of the RFP is to evaluate Companies on the basis of qualifications and resources, as well as a price that is most advantageous to the City and its passengers.

**II. INVITATION**

The City is inviting proposal packages (“Proposal”) from qualified Companies to supply, manage and operate vehicles for a Fixed Route and general public Dial-A-Ride service (hereinafter, “Transit Services”) in the City of Bell Gardens (“City”) in accordance with the provisions contained herein.

The selected Company will be required to provide all necessary personnel, facilities, equipment, supplies and services to effectively manage, administer, and operate Transit Services within the City. The services required include, but are not limited to, the following:

- Administration
- Service Operation
- Data Collection and Reporting
- Accounting
- Vehicle Maintenance
- Driver Training and Evaluation
- Accident Reporting
- Provision of Vehicles

Please refer to the Section C entitled “Scope of Contractor Services” on page 10 of this document for a complete and detailed description of duties.

Proposal requirements and evaluation criteria are included in Section B, Proposal Submission and Evaluation of Proposals.

### III. PROPOSAL SUBMITTAL

Proposals shall be submitted in two (2) separate envelopes. One envelope shall contain your qualifications, Proposal Questionnaire, Proposal responses and any other related information to perform Transit Services. The other envelope shall contain two detailed descriptions of the Company's cost to provide services as outlined:

(1) Cost of services (3 Fixed Route & 3 Darts)

(2) Cost of services (3 Fixed Route & 2 Darts)

See pg. 25 of this RFP and "Public Transit Services 2018 Price Sheet" for additional information.

Six (6) total copies of your Proposal shall be submitted to the City. One original (1) Proposal shall be signed by the individual, or, if a company, the company official with the authority to contractually bind the company, with five (5) copies. All information must be legible and any and all corrections or erasures must be initialed. The suggested format is preferred.

### IV. TIMELINE

#### Important Dates:

- |                                     |                                  |
|-------------------------------------|----------------------------------|
| • Issue Request for Proposal (RFP)  | <b>July 16, 2018</b>             |
| • Pre-bid Conference (Mandatory)    | <b>August 6, 2018 at 2:00pm</b>  |
| • Deadline for Written Questions    | <b>August 8, 2018 by 5:00pm</b>  |
| • Proposals Due                     | <b>August 16, 2018 by 5:00pm</b> |
| • Interviews (tentative)            | <b>October 1 &amp; 2, 2018</b>   |
| • Award of Contract by City Council | <b>October 22, 2018</b>          |
| • Start Service                     | <b>December 3, 2018</b>          |

A **Mandatory Pre-Proposal Conference** will be held on, Monday, August 6, 2018 at 2:00pm at the Public Works Department located at 8327 South Garfield Avenue, Bell Gardens, CA ("Public Works Office").

Proposals will be accepted until the hour of **5:00pm, (August 16, 2018)**. Please deliver (via hand delivery, mail or courier) your Proposal in two envelopes to the Public Works Office c/o Chau Vu.

Note: In the event the preparation time for service implementation is too short, the City anticipates the service date can be extended. As a result of this possibility, the City requests an Implementation Plan and Schedule for services to be included in the Proposal.

### V. PROPOSAL FORMAT

The City requests that each Proposal be submitted according to the following format:

Cover Letter  
Required Proposal Questionnaire  
Introduction to the Company  
Qualifications  
Answers to Proposal Specific Inquiries

## **VI. WRITTEN QUESTIONS**

All inquiries regarding this RFP must be requested in writing and directed to Ms. Veronica Sanchez or Ms. Simona Ramirez, no later than the date noted above. There will be no verbal explanations provided. Any written information given to a Proposer concerning the RFP or the terms contained herein shall be provided to all Proposers.

**All inquires should be addressed to and emailed as follows:**

To: Veronica Sanchez <[vsanchez@bellgardens.org](mailto:vsanchez@bellgardens.org)>

Simona Ramirez [sramirez@agi.com.co](mailto:sramirez@agi.com.co)

## **VII. PROJECT SCHEDULE**

The City anticipates that services contemplated herein, subject to funding, shall include all operations and services described herein and shall commence on **December 3, 2018** and continue thereafter up to and including **June 30, 2023** ("Initial Term"). The City shall have the right, but not the obligation, to extend the Initial Term for two (2) five (5) year options which shall be exercisable in its sole and absolute discretion.



## SECTION B: PROPOSAL SUBMISSION AND EVALUATION OF PROPOSALS

### VIII. PROPOSAL REQUIREMENTS

The fees proposed to provide the services described herein shall contain the following information:

1. Cost of all work items listed in the "Scope of Contractor's Services" over a five (5) year period.
2. A grand total "not to exceed" amount for Transit Services over a five (5) year period.
3. Fees for additional services.

To be considered, Proposals must be completely responsive to the information requested herein. In addition, Proposals must include:

- A. List of comparable services for other municipalities provided by your Company, including the names, location/address of clients, contract value, and size of service area and name of project manager responsible for the contract.
- B. Organization and credentials of the Company. This will include a synopsis of the Company's past experience and qualifications.
- C. Proposed staff. List the name of the principal project manager and other key staff your Company is proposing, with titles, experience and qualifications in the form of short personal resumes.
- D. Description of your Company's understanding of the service operation, project tasks and approaches to accomplish them.
- E. The proposed "Project Organizational Chart".
- F. A detailed description of your method in forecasting person-hours required.
- G. A list of references, including those shown in A & B above
- H. Overhead, specifically as dollars per person-hour or as a percentage of direct salaries.
- I. Fee Rate Schedule. Please distinguish all levels of staff.
- J. Transition & Implementation Plan
- K. Safety And Security Program Procedures
- L. Drivers Training Program
- M. All required Attachments, including Income Statements
- N. Any other information you deem relevant.

### IX. SELECTION PROCEDURE

The Public Works Department will make its final selection on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required herein, as well as on overall competitiveness. The method of selection will entail a complete and detailed review of Proposals submitted by interested Companies. Proposals will be evaluated to determine the most qualified Company's to provide Transit Services to the City. The evaluation will be based on the following criteria point system:

CRITERIA	MAXIMUM POINTS	RATING
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	35	
Familiarity with state and Federal reporting procedures and regulations	20	
Compliance with California Labor Code 1070-1074 No more than 10 bonus points		
Total	100	

The top three (3) Companies selected, based on the described point system evaluation, will be further invited for an interview and presentation of its Proposal. The representative(s) attending this meeting shall include the Project Manager your Company proposes to oversee Transit Services within the City. The most competitive Company, with the best overall qualifications, will be asked to execute an Agreement with the City, subject to City Council authorization and approval.

## **X. SCOPE OF WORK SUMMARY**

Each Proposal shall include a bid based on the following two options:

	<b><u>Fixed Route</u></b>	<b><u>Dial-A-Ride</u></b>
Annual Revenue Hours	9200	6700
Service Days	Monday-Friday	Monday-Friday
Number of Vehicles	Three (3)	Three (3) (option 2 vehicles)
Dispatching Provided by:	City Staff	City Staff
Vehicles Required:	3 Type 7	3 Type 3 (2 optional)
Fuel Type:	No requirement	No Requirement

Each proposal shall also include an hourly rate to provide a part-time driver for the City-provided "Senior Bus" which operates on-call and as-needed for an approximate 1,277 service hours from the Bell Gardens Senior Center to residences. These services are not to be incorporated into the Annual Revenue Hours and the City reserves the right to include or exclude these service hours from the Transit Services contract.

Additional information is contained in Section C: Scope of Company Services and in the Attachment, "System Operating Statistics". (The City is not responsible for the accuracy of this information).

## **XI. LISTING OF DEFINITIONS**

RFP:	Request for Proposal
DART:	Dial-A-Ride Transit
BAFO:	best and final offer
NTD:	National Transit Database
PMI:	Preventative Maintenance Inspection
LACMTA:	Los Angeles County Metropolitan Transportation Authority
FTA:	Federal Transit Authority
CARB:	California Air Resources Board
AQMD:	Air Quality Management District
CPR:	cardio-pulmonary resuscitation
CHP:	California Highway Patrol
ADA:	Americans with Disabilities Act

## **XII. GENERAL INSTRUCTIONS**

### **DISCLOSURE**

Any information the company does not wish to have disclosed, other than for the purpose of evaluation, should have each applicable sheet or part marked 'Confidential'. This information shall not be disclosed, duplicated or used, in whole or in part, for any purpose other than to evaluate your response to this RFP or as a result of, or in connection with, the submission of such information, the City shall have the right to duplicate, use or disclose same to the extent provided in this RFP. This restriction will not limit the City's

right to use information contained herein if it is obtained from another source. The City shall, however, release any information subject to disclosure under the Public Records Act.

## **ADDENDA**

Any subsequent changes in the RFP from the date of issuance to date of submittal will result in an addendum by the Public Works Office to those parties who have received the RFP. Companies are required to acknowledge the receipt of all Addenda on the Addendum Acknowledgement Form.

## **PRE-CONTRACTUAL EXPENSES**

The City shall not be liable for any pre-contractual expenses (as defined below):

- A. Pre-contractual expenses are defined as expenses incurred in (1) preparing your Proposal; (2) submitting your Proposals to the City; (3) negotiating with the City on any matter related to your Proposal; and (4) any other expenses incurred prior to date of award.
- B. For the reasons stated above, please do not include any of these expenses as part of the price proposed in your Proposal.

## **CITY'S RIGHTS**

The City reserves the right to:

- reject any or all of the proposals, in its sole and absolute discretion;
- remedy errors in the RFP;
- cancel the entire RFP;
- issue a subsequent RFP;
- appoint evaluation committees to review Proposals;
- seek the assistance of outside technical experts to review Proposals;
- approve or disapprove the use of particular subcontractors and suppliers;
- establish a short list of Companies eligible for discussions after review of Proposals;
- solicit best and final offers ("BAFO") from all or some of the proposer Companies;
- negotiate with any, all or none of the proposer Companies;
- award a contract to one (1) or more of proposer Companies;
- accept other than the lowest priced Proposal;
- disqualify Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of a proposer Company;
- waive any informalities or irregularities in Proposals, to the extent permitted by law;
- conduct a pre-award audit; and
- award a contract without discussions or negotiations.

## **INCOME STATEMENTS**

Attach your Company's most recent Income Statements and Balance sheet information for the last three years on the Company's financial status will be withheld from public review if submitted under separate cover with a request for confidentiality and unless disclosure is ordered by a court of competent jurisdiction.

### **XIII. ACCEPTANCE OF CONTRACT**

The selected proposer Company will be required to execute a contract for the management and operation of Transit Services with the City. In addition, the contents of the successful proposer's response to this RFP shall be incorporated into any subsequent agreement entered into with the City. Failure of a proposer Company to accept this obligation will result in the cancellation of any award.

### **XIV. RULES FOR PROPOSAL**

The signatory of the Proposal must declare in writing that the only person, persons, company or parties interested in the Proposal as principals, are named therein; that the Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signatory of the Proposal has full authority to negotiate and bind the Company.

### **XV. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

As a potential supplier of goods or services to the City, the Company must certify that it does not discriminate in its employment with regards to race, color, religion, sex, or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

### **XVI. REQUIRED ATTACHMENTS**

In addition to the Proposal Questionnaire and Proposal Specific Inquiries, the following items are required to be included in the Proposal:

- Staffing Form
- Statement of Principals
- Proof of Liability Insurance
- Sample Invoice and Monthly Report
- Dial-a-Ride and Fixed Route Brochures
- Income Statements & Balance Sheet
- Addendum Acknowledgement Form



## XVII. REQUIRED PROPOSAL QUESTIONNAIRE

For the Company of: \_\_\_\_\_

All proposers are required to complete the following questionnaire. If your answer is provided in greater detail within your Proposal, you may reference the appropriate section of page of the Proposal. You may either use this form for your responses, or a transcribed copy; HOWEVER, all questions must be answered, in the order presented here. Proposals which do not include this questionnaire completely will be considered non-responsive and will be rejected.

1. Does the proposer, any individual proposing Company, any participating Company in any proposed joint venture, or any proposed subcontractor have any conflict of interest within the following definition?

"No person performing services for the City of Bells Gardens in connection with any project resulting from this proposal shall have financial or personal interest, other than employment or retention by the City of Bell Gardens, in any contract or subcontract in connection with such project."

Yes \_\_\_\_\_

No \_\_\_\_\_

(A "Yes" answer to this question will be considered non-responsive and the proposal will be rejected.)

2. Are you on the State Controller General's list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders?

Yes \_\_\_\_\_

No \_\_\_\_\_

3. Has your Company received an "unsatisfactory" rating from law enforcement or any regulatory agency with regard to maintenance, records or facility at any time in the past five (5) years?

Yes \_\_\_\_\_

No \_\_\_\_\_

4. Has your Company, or a public transit system managed by principals from your Company, been cited, fined, or ordered to stop a bus system's operations at any time during the past seven years by any regulatory agency or client for accidents caused by negligence?

Yes \_\_\_\_\_

No \_\_\_\_\_

5. Is there any recent (within the past five years), current, or pending litigation involving your Company due to any accident(s) which have resulted in injury or death from operation of a passenger transportation service (including but not limited to fixed-route, paratransit, taxi, school bus, charter, etc.)?

Yes \_\_\_\_\_

No \_\_\_\_\_

6. Are there any past, current or pending financial or legal issues which might jeopardize your Company's ability to provide services in accordance with the attached RFP and Agreement at the prices quoted by your Company, for the term of the Agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

7. Has your Company applied for credit protection under any bankruptcy proceedings over the pasts three (3) years?

Yes \_\_\_\_\_

No \_\_\_\_\_

## **XVIII. PROPOSAL SPECIFIC INQUIRIES**

8. Indicate briefly why you consider your Company to be the best to perform this Agreement. Be sure to include any new or creative ideas that would provide the City of Bell Gardens with a high quality, safe, efficient, cost-effective, transit operation that is responsive to the community.
9. Describe other organizational resources and services, which your Company will provide at no additional charge as part of this Agreement.
10. For how many years has your Company provided or managed publicly-funded transit services? List time spans and describe the service provided, including annual revenue vehicle mileage, number and size of vehicles, general public or specialized service, size of service area, amount of farebox revenue collected annually, and any other relevant operations data. Identify the responsible individual at the public agency who can verify service, and provide his/her name, telephone number, and position.
11. Specifically identify the proposed on-site Operations Manager/Site Supervisor. Describe their qualifications and experience. Identify in which site(s) this person obtained the required experience. Identify a responsible individual, not from the proposing Company, who can verify the proposed Manager/Supervisor's experience. Please provide resumes for all key staff.
12. Present a proposed organizational chart for staffing this transit system. Include management, supervision, office, and driver personnel. Describe the fringe benefit package, which will be provided, including the dollar value or percentage-of-wages equivalent of such benefits, and the positions to which such benefits shall apply.
13. Describe your Company's proposed program to accommodate employee "no-shows", absenteeism, vacation and turnover of employees
14. Describe your Company's proposed security program for vehicles, equipment, and farebox revenue.
15. Describe what steps your Company will take to promptly repair/replace any equipment (either City of Company owned) which may be damaged or destroyed while in your possession or under your control.
16. Describe your Company's Management Information System and how it will be used to report the operational/financial data required in the Scope of Work. Include a sample Monthly Report.
17. List the number of miles between preventable collision accidents and road calls for each system operated by your Company during each of the three (3) past years.
18. Describe or attach a copy of your Company's Substance Abuse and Employee Counselling program.
19. Describe your proposed drug and alcohol testing program, including how it complies with federal requirements.
20. Describe the type of vehicles your Company plans to provide for this service. State estimated delivery dates for these vehicles and describes the temporary vehicles your Company will provide prior to delivery of new vehicles.

## SECTION C: SCOPE OF CONTRACTOR SERVICES

### XIX. SERVICE AREA

The service area includes the City of Bell Gardens, a 2.4 square mile area containing a population of over 44,054 for the Fixed Route Vehicles. The Dial-A-Ride service area includes the City's limits of the City of Bell Gardens.

### XX. WORK ACTIVITIES

The following work activities shall be performed by Company unless specifically noted to the contrary. To that end, Company is responsible for:

- ◆ All drivers, trainers, supervision and related personnel for the service
- ◆ Operation of the transit service
- ◆ Vehicle Maintenance - including a preventive maintenance program
- ◆ Training
- ◆ Safety and Security
- ◆ Maintenance Facility
- ◆ Record keeping and reporting
- ◆ Information services
- ◆ Insurance
- ◆ Licenses
- ◆ Alcohol and Drug Testing Compliance

### HOURS OF OPERATION

City personnel will provide dispatching services for Dial-A-Ride and Fixed Route services during the following days:

<u>Days</u>	<u>Dispatch Hours</u>
Weekdays	7:00 a.m. to 6:30 p.m.

The City's Fixed Route vehicles shall travel on routes and schedules as prescribed by the City. A map and schedule of the City's Trolley is attached. The Senior Bus is operated on an as-needed, on call basis and may be included in the service contract.

Company will make appropriate adjustments if City changes any routes or schedules at some future date. Modifications may include, but are not be limited to, the following: increasing or decreasing service hours and/or days or switching service hours and equipment between modes. City may increase or decrease service hours without a change in the hourly rate.

Vehicle service hours shall be defined as the following:

- Dial-A-Ride: Time from first pick-up to time of last drop off, less any lunchtime.
- Fixed Route: Time from first scheduled departure to arrival at last scheduled time point.

### HOLIDAYS

The six major holidays in which the Fixed Route the Dial-A-Ride services will not operate include:

- New Year's Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

No service is operated for the Dial-A-Ride on City holidays such as President's Day, M.L. King Observance Day, Cesar Chavez Day, and the day after Thanksgiving.

## **SAFETY AND SECURITY**

Company shall ensure that Company's employees conduct a full pre-operational and safety inspection of each vehicle, including wheelchair mechanism, at the beginning of each day before it is placed into operation. The following is not considered as included in the 'vehicle service hour' and may not be billed to the City:

- Pre-operational and safety inspection.
- Time required traveling to and from the first pick-up/drop-off for Dial-A-Ride and scheduled departure/arrival point for Fixed Route.
- Driver lunch breaks.

## **FARES**

Company's drivers shall collect fares as established by City and maintain an accurate count of all boarding passengers by fare category. The successful Company will be required to install locking fare boxes (Main, Diamond, or equivalent) on each Fixed Route and Dial-A-Ride bus and have two (2) vaults for each fare box.

City personnel will empty each at the end of each day at the Public Works Office and replace the vault with an empty vault. City will be responsible for emptying fares, counting revenue, and depositing revenue.

On Saturday evenings Company will be required to empty vaults and turn in the vaults the next business day to the City.

## **DATA COLLECTION AND REPORTING**

Company shall establish and provide forms and report procedures for the collection of operational data on a daily and monthly basis. The City reserves the right to amend, add or delete from the reporting process at any time, with written notification and instructions no less than fourteen (14) days prior to any requested changes. All reports prepared by Company shall become the property of the City.

### Daily Reporting

Company shall collect the following information, at a minimum, on a daily basis:

Passengers per hour (and per route)  
Vehicle service hours (by vehicle revenue hours and total hours)  
Vehicle revenue miles  
Vehicle total miles  
Revenue (by route)  
Passenger travel time  
Vehicle condition reports  
Vehicle PM Inspection reports



Vehicle and passenger accidents and incidents\*  
Employee training and turnover  
Complaints and compliments, including Contractor's response\*  
Problems and possible solutions  
Pertinent critiques and evaluation of system and service

\*to be reported to the City within 24 hours

#### Monthly Reporting (Will be enforced)

Company shall prepare and submit a monthly report to City. Data reported shall include all of the items listed above in narrative format. The report shall also indicate whether or not Company has been able to meet the performance standards and goals set forth herein. Maintenance activity per vehicle and fuel consumption per vehicle shall also be reported, as well as fare collection amounts.

Company shall submit a typed report to the City by the 10<sup>th</sup> day of the following month. In addition to the monthly reporting, Company shall supply any and all reports necessary to comply with requirements of the Los Angeles County Metropolitan Transportation Authority (LACMTA) and other local, State, or Federal authorities. City **currently requires and prepares the National Transit Database (NTD) reporting**. Companies are requested to indicate whether or not the Company is equipped to complete the NTD reporting on behalf of the City, any additional cost associated with the report preparation or an indication of the all-inclusive reporting under the proposal.

Company shall also provide the City with immediate telephone notice followed by written copies of accident reports within one (1) day of the occurrence. Contractor shall also provide copies of CHP Safety Compliance Reports, if any, within two (2) business days after CHP submission to Contractor.

#### **PAYMENT**

Payment for services shall be obtained by delivering (via email, courier or by hand) an invoice to the Public Works Office on the first of each month. Invoices shall include a breakdown of service hours, miles, ridership as noted in the section herein entitled "Data Collection and Reporting" and shall be supported with operational and back-up documentation. Once this information is received, the Public Works Office shall pay the total amount invoiced within a forty-five (45) days thereof.

#### **ADVERTISING, PROMOTION & CONSULTATION**

City shall control all advertising and promotion for Transit Services within the City. City shall provide all materials for distribution such as brochures, customer comment forms, periodic surveys, tickets etc. Company shall prepare and provide materials/copies for announcements related to service changes; advisories etc. and distribute brochures and any other material as directed by the City.

Company shall also provide City with technical assistance and consultation in such matters as operating policies, funding, marketing/promotion and coordination with other transit providers at no additional charge to City.

Company shall assist City in the planning and implementation of any marketing and promotion programs for Transit Services.

In addition, upon request by City, Company shall be required to make oral presentations to community organizations, groups and residents on a variety of topics involving Transit Services. Company shall be required to report, at least once a quarter, on the results of these meetings and all marketing activities undertaken to promote Transit Services within the City.

## COMPLAINTS AND ACCIDENTS OR INCIDENTS

Company shall create a customer service form ("Form") and submit form to the City for approval which shall not be unreasonably withheld. Once the Form is approved, Company shall receive, accept and record all complaints or suggestions on this Form and submit same for processing in the following manner. :

1. Company receives and records the complaints or suggestions on the Form
2. One copy of the Form shall be sent directly to City no later than one (1) day following receipt of the complaint.
3. Company shall then investigate and recommend action detailing as much subsequent information as possible on a second copy of the Form.
4. A final copy shall be returned to City within seven (7) days of the receipt of the complaint for final resolution by City.
5. In the event City receives the initial complaint, a Form shall be forwarded to the Company for processing as described above.

Procedures regarding accidents/incidents shall be as follow:

1. Company shall, within twenty-four (24) hours, report all accidents or incidents regardless of liability, severity, or damage, involving the City to the Public Works Director or his/her designee..
2. Every driver will carry with them at all times a complete accident reporting kit which shall contain, at a minimum, accident forms and "courtesy cards". .
3. In the event that an accident occurs, the driver will immediately notify City dispatch via radio or telephone.
4. "Courtesy cards" will be passed out to all passengers or witnesses to the accident and will be retrieved by the driver.
5. The driver will secure the name, address, phone number, vehicle license number and vehicle description of the involved vehicle or vehicles.
6. The driver will then submit at the end of his/her shift all courtesy cards and any other documents collected from passengers or witnesses of the incident to City dispatch.
7. At the time of telephone or radio communication of the accident, Company will advise City staff of said accident within one (1) hour thereof via telephone.
8. Company shall describe in detail all facts concerning the accident in writing to the City within forty-eight (48) hours thereof.

## **XXI. RESPONSIBILITIES & REQUIREMENTS OF THE COMPANY**

### **NOTIFICATIONS**

Company hereby covenants and agrees to notify City of any and all actions filed against it (including its agents, servants or employees), for any cause or reason whatsoever arising out of or in connection with the operations to be conducted pursuant to this RFP. Said notification to City shall occur within a reasonable time after notification to Company, but in no event to exceed seven (7) calendar days.

### **INSURANCE**

Company shall be required to provide, minimally, the following insurance:

1. Occurrence version Comprehensive General Liability insurance or equivalent with a combined single limit of not less than \$5,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to any future agreement between the parties or be no less than two (2) times the occurrence limit. Such insurance shall name the City, its officials, officers, employees, agents and contractors as insured's with respect to performance of services and shall contain no special limitations on the scope of coverage or the protection afforded to these insured. The insurance shall be primary with respect to any insurance or self-insurance programs covering the City, its officials, officers, employees, agents and contractors and shall contain standard separation of insured's provision.
2. Comprehensive Automobile Liability insurance, to include owned, hired and non-owned vehicles, with a combined single limit of not less than \$5,000,000 per occurrence. In case of damage or destruction of any vehicle provided by the City under the terms of this Agreement, the City agrees that liability of the Contractor for said damage or destruction shall be limited to the appraised fair market value of the vehicle at the time of the loss.
3. Company shall maintain workers compensation insurance within statutory limits established and required by the State of California.

Company shall, prior to commencement of Services, furnish City with properly executed certificates of insurance and endorsements, which clearly evidence all insurance required under this proposal and provide that such insurance shall not be canceled or coverage reduced or allowed to expire except on thirty (30) days prior written notice to City. City shall have the sole discretion to determine whether the certificates and endorsements presented comply with provisions of this RFP. Company understands the importance of this section to City and agrees to comply with it in full.

In the event of a failure to provide service for any reason other than acts of god, Company shall be assessed \$5,000 per day in liquidated damages. These damages shall be deducted from any monies due, or which may thereafter become due, to Company under any future agreement entered into between Company and City for Transit Services.

### **LICENSES**

Company shall hold at all times the appropriate licenses (local, state or federal) to operate within the City. Company shall also be solely responsible for any parking and traffic violations of vehicles operated by its employees. If a notice of violation in a City owned vehicle driven by a Contracted employee is received by the City, City may pay such violation and deduct the amount from any future payments to Company.

## **POLICIES AND PROCEDURES**

Company shall act in the capacity of an independent contractor and provide management, technical and operating personnel, services, equipment and maintenance facilities necessary for the operation of Transit Services within the City.

Company shall operate and conduct itself at all times in strict compliance with the City's operating policies, and in accordance with all applicable local, state, and federal laws and regulations relating to Transit Services. Company will operate in accordance with the usual transit industry procedures and standards or as otherwise provided herein, in Contractor's proposal, and pursuant to any future agreement entered into between the City and Company for Transit Services.

## **COMPLIANCE**

Company understands the various governing agencies and laws that have or may have jurisdiction and/or requirements that must be met under this Contract, including but not limited to: the Federal Transit Authority, ADA, CARB, AQMD, LACMTA, and others.

Company shall acknowledge that should additional federal or other sources of funding become available during the term of the Contract, the Company will be responsible and expected to comply with all requirements such as the Disadvantaged-Business Enterprise under FTA, etc.

## **TRANSITION AND IMPLEMENTATION PLAN**

City requires that a detailed transportation services Transition and Implementation Plan ("Plan") be included with your proposal. The Plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth transition and start-up of the service to be operated by the Company. The Plan should also document recruitment and training schedules, acquisition of necessary equipment, permits and licenses and any other activities necessary to implement a successful community transit program. Company's approach to schedule/dispatch procedures, and in particular, the decision-making process of matching passengers, vehicles and drivers should be described in detail.

Should this RFP result in the award of a contract to other than the present Company providing Transit Services to the City, Company agrees to make reasonable efforts to retain the drivers and scheduling staff currently providing this service during the transition period from the existing contract to the new one.

Should this RFP result in the award of a contract to other than the present Company providing Transit Services to the City, the City requests the Plan to include service implementation to begin December 3, 2018. However, the City reserves the right to extend the contract of the current Transit Services provider on a month-to-month basis until such time the City approves the successful Proposer's Implementation Plan.

## **SAFETY AND SECURITY PROGRAM**

Company shall be responsible for the safety and security of all passengers using the City's Transit Services and for all related equipment and facilities. Company shall include specific procedures in Proposal which define the safety and security program for Transit Services. Company shall report all hazardous conditions (downed trees, signs, etc.) to City and take all necessary and available precautions to safeguard passengers and personnel.



Company shall require all drivers to attend monthly safety meetings to go over advancements in safety technology, standards and/or practices. To that end, Company shall implement a safety retraining program to be conducted at these regularly scheduled monthly safety meetings. City representatives shall be permitted but not required to attend these meetings.

Company shall comply with FTA security requirements, including any and all amendments thereto, implemented since 09/11/01.

## **PERSONNEL, REPLACEMENT AND LIAISON**

Company shall provide all management, drivers, dispatchers, road supervision, training staff and such other personnel necessary to responsibly operate Transit Services within the City, including any on-board security or supervision. Management of day-to-day operations of Transit Services will be vested in a local Operations Manager/Site Supervisor designated by Company who will be experienced in all aspects of public transit services and operations.

Company will recruit, screen, hire, discipline and train personnel as necessary; conduct monthly safety and other related employee meetings as necessary, such as conducting alcohol & drug testing; and perform liaison activities with the City and any other agencies involved in or with oversight responsibility of transit related services. Company shall meet and coordinate with City on a frequent basis, not less than quarterly to discuss the issues referenced in this paragraph.

The City desires that transit services within the City continue to be delivered without interruption or disruption. The City further recognizes the need for a consistent, high quality, and highly qualified workforce to achieve this goal. Prospective Companies are encouraged to implement an employee compensation plan that will address this concern and allow for consistent staffing of all required positions. Company should address the subject of employee compensation in sufficient detail in the proposal response in order to permit City to gauge the effectiveness of Contractor's proposed personnel retention program. The appendix includes a suggested desired format of displaying this information.

All drivers must have a California Class B driver's license with required endorsements, VTT Certificate and valid medical card. No person shall be permitted to operate a vehicle that has had his or her driver's license revoked or suspended within the past five (5) years. Drivers must be able to read and write legibly, speak clearly & comprehend oral communications, and deal safely and courteously with the public. **All drivers must be bilingual (English and Spanish).** Company shall establish and maintain records of driver's licenses. Medical Certificates and Department of Motor Vehicles "printouts" for each individual operating a City vehicle shall be available at all times to the City and shall be updated at least twice annually.

Company shall supervise all drivers to ensure that they are courteous to all patrons at all times and respond to patrons' questions regarding use of the transit system or connecting systems accurately. Company will also attend meetings with user groups or agencies as required and upon request by City.

All maintenance repair work must be performed by maintenance personnel who have demonstrated experience of at least one (1) year in maintenance of similar vehicles.

## **DRIVER TRAINING**

Company shall provide training for all Company drivers. Such training shall be a minimum of eighty (80) hours per employee, of which at least twenty (20) shall be behind the wheel. This training must be completed before a driver can enter unsupervised passenger service. Company shall maintain and certify driver records, subject to review by City and the California Highway Patrol (CHP).

All Company employees including supervisors will be trained and certified as drivers. Such training shall meet all requirements of the State of California. A detailed description of Company's proposed training program shall be submitted with each Proposal and be subject to approval by City. Company's training plan shall provide a minimum of eight (8) hours of annual refresher training per driver. The training plan may be structured to allow for less than eighty (80) hours of training to new employees with previous transit experience who hold a current Class B license and medical certificate.

Company shall conduct classroom training in at least the following areas: First aid training, cardio-pulmonary resuscitation (CPR), National Safety Council (or approved equivalent) Defensive Driving, customer service, sensitivity/empathy training, emergency and accident procedures, and wheelchair loading and securement procedures.

Company will have all drivers obtain a Class B license as required by law, and certification in CPR and first aid. All Company's employees must pass a pre-employment physical examination and drug and alcohol test, paid for by Company, prior to start of training. All Company's drivers shall be subject to a pre-employment background check and review of DMV records.

Drivers will be trained by a trainer or trainers who are certified by the National Safety Council (or other approved agency) to instruct the Defensive Driving course; and are certified by either the American Heart Association or Red Cross (or other approved agency) to instruct the drivers in Red Cross and CPR. Company shall certify their trainer in customer service, sensitivity training, emergency and accident procedures, and wheelchair loading and securement procedures, or as may otherwise be required by State or federal law or regulations.

Company shall provide City with a list of drivers prior to start-up, and shall update said list monthly, if necessary. Company shall not place a driver into service without completing the training program specified above. Failure to comply with this section may result in termination of the agreement.

## **MANAGEMENT AND STAFF**

Company's management personnel shall familiarize themselves with all services required by this RFP to allow them to provide general public information to transit services users.

Management of the day-to-day operations of Transit Services shall be vested in a supervisor designated by Company's who has the appropriate knowledge and experience in this field. In addition, a responsible corporate staff employee of the Company will be available to make decisions or provide coordination, as necessary, in the event of the supervisor's absence. Company shall provide adequate and reasonable field supervision of Company's employees while in performance of duties related to Transit Services and shall insure that all employees adhere to all policies and guidelines set forth by City.

Company's designated supervisor shall attend staff meetings with City as scheduled and on an as needed basis and perform liaison activities. Presentations to visitors will be carefully controlled and determined by City and visitors will not be permitted to interfere with the operation of Company. Appointments for visits will be made in advance and approved by City before the visitors arrive.

All of the services required hereunder shall be performed by the Company or under its supervision, and all personnel engaged in performing the services shall be authorized under applicable federal, state, and local law to do so. Company agrees that the services required hereunder shall at all times be subject to review by representatives of City.

## GOALS AND PERFORMANCE STANDARDS

### Maintenance/Cleanliness:

Standard: Company shall insure that all vehicles are (i) free of any body damage, (ii) road-worthy, (iii) washed at least once a week, (iv) serviced as recommended by the manufacturer.

Penalty/Incentive: Failure to meet the aforementioned standard shall result in a penalty of one hundred fifty (\$150.00) per vehicle per day until Company is in compliance.

### Driver Appearance and Demeanor:

Standard: Company shall insure that all drivers wear the required uniform while on duty and are well groomed and courteous. In addition, Company is required to provide sensitivity training to its drivers for working with seniors and persons with disabilities.

Penalty/Incentive: Failure to meet the aforementioned standard shall result in a penalty of one hundred dollars (\$100.00) per infraction.

### Customer Service:

Standard: Company shall maintain less than three (3) valid customer complaints per month.

Penalty/Incentive: Failure to meet the aforementioned standard shall result in a penalty of one hundred dollars (\$100.00) per valid complaint.

### Administration:

Standard: Company shall submit all required paperwork (as referenced herein) on time and in the appropriate format.

Penalty/Incentive: Failure to meet the aforementioned standard shall result in a penalty of one hundred fifty dollars (\$150.00) per occurrence.

### Operations:

Standard: Fixed Route service shall operate 90% of sampled trips "on-time".  
(On-time is defined as 0-10 minutes late with no trips running early\_.

Penalty/Incentive: Failure to meet the aforementioned standard will result in a penalty of one hundred  
\$100 per month.

Standard: A replacement vehicle shall be placed into service within one (1) hour of the failure of a revenue vehicle.

Penalty/Incentive: Failure to meet the aforementioned standard will result in a penalty of one hundred fifty (\$150) per incident.

Maintenance:

Standard: Company shall complete preventive maintenance inspections not less than every 3,000 miles or 45 days.

Penalty/Incentive: Failure to meet the aforementioned standard shall result in a penalty of one hundred dollars (\$100) per day per vehicle.



## XXII. FACILITIES, EQUIPMENT AND SUPPLIES

### BACKGROUND

Unless otherwise agreed to or provided by City, Company shall provide its own facilities, equipment, cleaning supplies, office supplies, office equipment, and such other items or materials required to professionally operate Transit Services within the City.

### COMMUNICATIONS AND SCHEDULING SYSTEM

Radios for six (6) vehicles operated by the Company shall be provided by the City. City will be cost responsible for radio air time. Radio maintenance will be the responsibility of the City.

Company shall be responsible for the purchase and maintenance of any radios necessary for spare vehicles and able to communicate with their drivers when the City dispatch office is closed.

### EQUIPMENT

Company agrees to return any buses and/or equipment supplied by City in the same condition as when provided, excepting only reasonable wear and tear not attributable to Company's failure to perform its maintenance obligations described herein.

If any vehicles and/or equipment are damaged or destroyed while in Company's possession, Company shall immediately obtain estimates and repair or replace such in an expeditious manner, avoiding, to the best extent practicable, use of damaged buses or equipment in service until they have been repaired or replaced. In its own behalf, Company may pursue any insurance claims, which may exist by virtue of the damage or destruction, to the following extent:

1. To the full value of the loss if no claim will be made against the City or its insurer;
2. To the extent of Company's or their insurer's out-of-pocket loss if any portion of the loss it claimed against the City. In the event that any portion of the loss is claimed against or covered by the City or its insurance, the proceeds of any collection from a third person, and the costs of such collection, shall be prorated between Company and the City on the same ratio as exists with regard to the actual loss coverage paid by the Company's insurance versus the City's insurance.
3. Neither the Company nor its insurance carrier shall file any lawsuit against any third person for any loss subject to this section without the City's prior written consent, which shall not be unreasonably withheld.

### VEHICLES

Contractor shall provide the following new vehicles to the City of Bell Gardens:

	<b>Fixed Route</b>	<b>Dial-A-Ride</b>
Make	<b><i>Type Seven (7) Shuttle bus, 27' length</i></b>	Dial-A-Ride vehicle on Ford chassis
Fuel Type	<b><i>Diesel, Gasoline, or alternative fuel</i></b>	<b><i>Gasoline or alternative fuel</i></b>
Number	Three (3)	Three (3)
Seating Capacity	22 seated, 2 w/c positions	18 seated, 2 wheelchair positions
Air Conditioning	Front and rear a/c	Front and rear a/c

Seating Positions	Perimeter	Forward facing
Wheelchair lift	Rincon or equivalent, separate door	Rincon or equivalent, separate door
Destination Signs	Front and Side	Not required
Lettering	Two 5" stripes and Bell Gardens Lettering	Two 5" stripes and Bell Gardens Lettering
Fareboxes	Main, Diamond, or equivalent	Main, Diamond, or equivalent

The City *may* request artistic graphics be installed on the company's Bell Gardens fleet. The City *may* request the company share the cost of installation.

Company is also responsible for supplying spare vehicles in case regularly assigned vehicles are out of service for maintenance. The spare vehicles do not have to be new, but must meet the approximate specifications of the above vehicles. City reserves the right to reject any and all spare vehicles proposed by Company.

All vehicles must meet Americans With Disabilities Act (ADA) requirements. ***The Company's Bell Gardens fleet shall comply with the California Air Resources Board (CARB) Fleet Rule for Transit Agencies. (<http://www.arb.ca.gov/msprog/bus/bus.htm>)***

Since new vehicles may not be available by **October 1, 2008**, Company shall describe what temporary vehicles will be provided until new vehicles are delivered to Company and available for use. Company should also provide City with the estimated delivery dates for new vehicles.

## VEHICLE CLEANING

Company shall wash on a weekly basis the exterior, and clean the interior, of each vehicle, and will sweep daily and maintain the good appearance of the interiors of each vehicle to provide a public image satisfactory to City. All graffiti will be removed on the day it is discovered.

## MAINTENANCE

Company shall take all actions necessary and appropriate to ensure vehicles are properly serviced, maintained, repaired, and stored in a manner consistent with the highest industry standards, and shall permit no vehicle to be operated that is not in good repair and proper working order, including wheelchair lifts. Company shall establish and maintain a comprehensive Preventive Maintenance Inspection (PMI) program with maximum 3,000-mile/45-day inspection intervals. Company shall maintain maintenance jackets for each vehicle and shall document all maintenance repairs, adjustments and PMI's consistent with industry and the manufacturer's requirements. All maintenance performed shall be fully supported by appropriate work orders.

All preventative and scheduled maintenance shall be performed at such times as to avoid negative impacts to the transit service schedule established by Company and City. It is not the intent of this requirement to preclude necessary maintenance during daytime hours; it is only to ensure that the maximum number of vehicles will be available for service during the daytime. No vehicle shall be placed in service if it has traveled more than 3,000 miles/45 days since the last PMI.

Company will perform or contract all maintenance, both preventive and major repair, provide grease, oil, and all necessary parts and labor required to maintain the vehicles to the City's full satisfaction. Company will develop and submit a fleet specific maintenance plan to City for approval. Company will include in the monthly management report a projection of what PMI checks are scheduled for the following month, including current and projected mileage of those scheduled vehicles, PMI's and maintenance that occurred during the previous month. In addition, the checklist used by the maintenance office during the PMI will be attached to the monthly management report. On a monthly basis, staff will

compare the current and previous management reports to ensure that scheduled PMIs occurred within the specified 3,000-mile/45 day range. In addition to the annual California Highway Patrol Inspections, the City may conduct direct annual inspections of all vehicles to determine compliance with recommended vehicle maintenance procedures and (at least four times a year) conduct random audits to ensure that PMI's are scheduled and completed per the required mileage and/or days. Competent maintenance personnel shall be available during all hours of system operation.

Company shall ensure that all vehicles and maintenance facilities and records meet the California Highway Patrol (CHP) standards and requirements. Company shall notify the City of all CHP inspections immediately upon notification and completion.

It shall be the responsibility of the Company to ensure that all federal, state and local laws, regulations, ordinances, licenses or smog or other inspections governing vehicles in operation within the City are in compliance before service is begun and at all times covered by the proposed term of this agreement.

Negative Maintenance Record cards required by the CHP must be kept in vehicle files for a minimum of thirty (30) days. Positive Maintenance Record cards must be inspected and appropriate action taken on items noted on the report. After repairs are performed, the mechanic must sign off on the report card. The information must then be transferred to Company's work order. Once this is completed, the maintenance record card becomes a permanent part of the vehicle file record. City shall have access to vehicle file records at any time upon request.

If a vehicle fails a daily safety inspection prior to beginning the day's service, it is barred from service until the problems are corrected. For passenger comfort, the heating and air-conditioning units and wheelchair lifts of all vehicles must be kept in proper working order at all times.

In the event of a failure in service, Company shall deploy a vehicle immediately upon notification to replace the failed vehicle within one (1) hour and notify City if service is impacted by the reduction in active fleet size. All breakdowns should be handled in such a manner so as to ensure maximum availability of vehicles.

## **FUEL**

City will provide fuel, vehicles would be fueled at a card lock facility designated by City.

## **SECTION D: APPENDIX & ATTACHMENTS**



System Operating FY 2017-Estimated Statistics

Shown below are the estimated FY 2017 operating statistics for City services.

<b>SERVICE TYPE</b>	<b>General Public Dial-A-Ride</b>
SERVICE AREA	City of Bell Gardens & and surrounding satellite points in Bellflower and Downey.
SERVICE HOURS (ANNUAL)	6700
SERVICE MILES (ANNUAL)	53,000 miles
NUMBER OF VEHICLES	3
PASSENGERS (ANNUAL)	38,000
TYPE AND YEAR OF VEHICLES	Contractor Provided
VEHICLE CAPACITY	18 passengers with two wheelchair positions
SERVICE HOURS – WEEKDAY	7:30 a.m. to 7:00 p.m.
SERVICE HOURS – SATURDAY & SUNDAY	No Service
ANNUAL FARE REVENUE	N/A
FARES	\$1.00 for adults, 0.25¢ for seniors 55 years of age and older and disabled persons.
HOLIDAYS	Dial-a-ride service does not operate on the six major holidays and City holidays such as President's Day, M.L. King, Cesar Chavez and the day after Thanksgiving.
CURRENT RATE	\$57.95/Hour

<b>SERVICE TYPE</b>	<b>Fixed Route</b>
SERVICE AREA	One fixed route in the City of Bell Gardens
SERVICE HOURS (ANNUAL)	9,200 hours
SERVICE MILES (ANNUAL)	97,000 miles
NUMBER OF VEHICLES	3
PASSENGERS (ANNUAL)	139,000
TYPE AND YEAR OF VEHICLES	Contractor Provided
VEHICLE CAPACITY	Current Vehicles - 22 seats, two wheelchair positions
SERVICE HOURS – WEEKDAY	6:30 a.m. – 5:30 p.m.
SERVICE HOURS – SATURDAY	6:30 a.m. – 5:30 p.m.
SERVICE HOURS – SUNDAY	No Service
ANNUAL FARE REVENUE	N/A
FARES	0.50¢ for adults, 0.25¢ for seniors 55 years of age and older and disabled persons.
HOLIDAYS	The fixed route service does not operate on the six major holidays but operates on City holidays such as President's Day, M.L. King, Cesar Chavez and the day after Thanksgiving.
CURRENT RATE	\$57.95/Hour

System Operation FY 2017 Estimated

<b>SERVICE TYPE</b>	<b>Senior Bus</b>
SERVICE AREA	City of Bell Gardens
SERVICE HOURS (ANNUAL)	1000 hours
NUMBER OF VEHICLES	1-City Provided
SERVICE HOURS	As needed
Current Hourly Rate	\$29.34

**STAFFING FORM**

<b>JOB CLASSIFICATIONS</b>	<b>NUMBER OF POSITIONS</b>	<b>AVERAGE WEEKLY HOURS</b>	<b>WAGE SCALE PER HOUR</b>	<b>AVERAGE HOURLY WAGE</b>
<b>MANAGEMENT</b>  Operations Manager/ Site Supervisor  NAME:  Maintenance Supervisor  NAME:				
DRIVERS:				
MAINTENANCE TECHNICIANS:				
OTHER:				

**PLEASE COMPLETE BUDGET EXCELSHEET TITLED “Public Transit Services 2018 Price Sheet.” THERE ARE TWO (2) TABS CONTAINED IN THE ATTACHMENT. THE TABS REQUIRE COMPLETION AS FOLLOWS:**

- Option A: All-inclusive price, no fuel (3 Fixed Route & 3 Darts)
- Option B: All-inclusive price, no fuel (3 Fixed Route & 2 Darts)

**STATEMENT OF PRINCIPALS**

The names of all persons interested in the foregoing proposal as principals are as follow:

(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein. If proposer or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME	BUSINESS ADDRESS	INTEREST

**ADDENDUM ACKNOWLEDGEMENT FORM**

Proposer\_\_\_\_\_

The above Proposer acknowledges receipt of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____	_____	_____
Name	Title	Date





PROPOSAL RESPONSE

**CITY OF BELL GARDENS**

PUBLIC TRANSIT SERVICES

September 17, 2018

ATTENTION: City of Bell Gardens  
Public Works Office c/o Chau Vu  
8327 South Garfield Avenue  
Bell Gardens, CA 90201

PREPARED BY: PCAM, LLC dba Parking Company of America (PCA)  
3165 Garfield Ave  
Los Angeles, CA 90040  
(562) 862-2118  
[www.parkpca.com](http://www.parkpca.com)

PCAM, LLC.  
3165 Garfield Ave  
Los Angeles, CA 90040



September 17, 2018

**RE: Public Transit Services**

City of Bell Gardens c/o Chau Vu  
Public Works Office  
8327 South Garfield Avenue  
Bell Gardens, CA 90201

Dear Chau Vu,

Thank you for giving PCAM, LLC. (PCA) the opportunity to submit a proposal to operate the Public Transit Services for the City of Bell Gardens. PCA is proud to have been Bell Garden's transportation provider for the past 9+ years. We have truly enjoyed serving the citizens of your great city.

PCA, a **100% minority-owned company with over 54 years of experience** in providing shuttle services as well as a wide range of transportation and parking services to clients in the private, and government sectors. Our executive team includes: Alex Martin Chaves, Chief Executive Officer; Eric Chaves, President / General Counsel; Myself, Pep Valdes, Executive Vice President; Renee Chaves, Executive Vice President; Suzie Cooley, Senior Vice President; and Mario Cadenas, Vice President of Transportation. Any of my five colleagues and myself is authorized to represent our firm.

Together, we bring to the table close to over **150 years of transportation and shuttle service management experience**. Our successful executive team and premier personnel-training model make our company a force in the transportation industry. PCA operates on principles that share your vision *"to enrich lives through effective and caring services."* Our proposal demonstrates this by focusing on PCA's expertise and commitment to managing effective and sustainable public transit services for the City of Bell Gardens.

I am confident that the diversity of programs and strategies contained in our proposal demonstrate our understanding of the contractual undertaking of this agreement, and the importance of the successful operation of all aspects of public transit services for the City.

Please do not hesitate to contact me should you have any questions or require any further information. We look forward to your positive response.

Sincerely,

Joseph "Pep" Valdes  
Executive Vice President

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## REQUIRED PROPOSAL QUESTIONNAIRE

For the Company of: PCAM, LLC

All proposers are required to complete the following questionnaire. If your answer is provided in greater detail within your Proposal, you may reference the appropriate section of page of the Proposal. You may either use this form for your responses, or a transcribed copy; HOWEVER, all questions must be answered, in the order presented here. Proposals which do not include this questionnaire completely will be considered non-responsive and will be rejected.

1. Does the proposer, any individual proposing Company, any participating Company in any proposed joint venture, or any proposed subcontractor have any conflict of interest within the following definition?

“No person performing services for the City of Bell Gardens in connection with any project resulting from this proposal shall have financial or personal interest, other than employment or retention by the City of Bell Gardens, in any contract or subcontract in connection with such project.”

Yes      No ✓

(A “Yes” answer to this question will be considered non-responsive and the proposal will be rejected.)

2. Are you on the State Controller General’s list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders?

Yes      No ✓

3. Has your Company received an “unsatisfactory” rating from law enforcement or any regulatory agency with regard to maintenance, records or facility at any time in the past five (5) years?

Yes      No ✓

4. Has your Company, or a public transit system managed by principals from your Company, been cited, fined, or ordered to stop a bus system’s operations at any time during the past seven years by any regulatory agency or client for accidents caused by negligence?

Yes      No ✓

5. Is there any recent (within the past five years), current, or pending litigation involving your Company due to any accident(s) which have resulted in injury or death from operation of a passenger transportation service (including but not limited to fixed-route, paratransit, taxi, school bus, charter, etc.)?

Yes      No ✓

6. Are there any past, current or pending financial or legal issues which might jeopardize your Company’s ability to provide services in accordance with the attached RFP and Agreement at the prices quoted by your Company, for the term of the Agreement?

Yes      No ✓

7. Has your Company applied for credit protection under any bankruptcy proceedings over the pasts three (3) years?

Yes      No ✓





## INTRODUCTION TO PCA

### Executive Summary

#### *Introduction & Experience*

Parking Company of America (PCA) has 54 years of experience providing transportation and parking services to both the private and government sectors. PCA strives to be an extension of the clients we serve and provide innovative solutions and services that make the difference. PCA prides itself on our superior customer service, as is evident from the long-term success of our company. Our never-ending mission is providing quality customer-focused service, adding value to the lives of the people we serve.

PCA is determined to succeed in carrying out a seamless transportation operation, as we understand that our services can very well influence your visitors' first and last impression. We seek to make their transportation experience a positively memorable one, exceeding their expectations while transporting them safely to their destinations.

PCA's Transportation Management Services Division offers fixed-route and demand-response transportation services for our customers including but not limited to Children's Hospital Los Angeles, Harbor UCLA, Alta Bates, and the Cities of Cudahy, Covina, Monrovia, Montebello and San Fernando. Just for these named customers, PCA annually transports 1.2 million passengers, driving over 1 million miles each year. Within the transportation industry, PCA has a reputation for having a high-quality fleet, the professionalism of its drivers, for nearly 100% on-time service, and an outstanding safety record.

#### *Management and Operations Plan*

PCA's Corporate Management and Transition Team, with over 100 years of collective transportation experience, along with our Transportation Operations Management Team, are highly experienced professionals in this industry, providing guidance, operational excellence, and smooth transitions for every contract that PCA manages as well as new contracts that are awarded to us. We are experienced with seasonal operations, daily fluctuations, and special event staffing. We take pride in our outstanding driver retention rate and we have policies in place to curb driver tardiness or truancy.

#### *Hiring and Retention of Personnel*

PCA's hiring process includes an extensive training program. Vehicle Operation, Safety, Customer Service and Passenger Relations are the meat of our training programs. PCA offers its staff a competitive benefits package along with incentive programs in order to keep our employees happy and our retention rate high.

#### *Conclusion*

PCA has the years of experience, operational excellence, professional staff and top-notch customer service that sets PCA apart from its competitors. We look forward to continuing working with the City of Bell Gardens and receiving a positive response.



## GENERAL INFORMATION

Established in 1964 and based in Los Angeles, California, Parking Company of America (PCA) is a 100% minority-owned company with 54 years of transportation and parking management experience. We provide a wide range of transportation and parking services to clients in the education, municipal, healthcare, hospitality, and private sectors.

### **General Contact Info:**

PCAM, LLC dba Parking Company of America (PCA)

523 W. 6<sup>th</sup> St., Suite 528

Los Angeles, CA 90014

(562) 862-2118

[www.parkpca.com](http://www.parkpca.com)

**Federal ID #:** 20-2264403

**Year Established:** 1964 (*Celebrating 54 Years In Business*)

**Number of Employees:** 1,400+

**Ownership:** Privately Owned / Minority Business Enterprise



The primary PCA contacts for this proposal are Pep Valdes and Mario Cadenas. Any questions regarding this proposal may be addressed to:

<p><b>Pep Valdes</b> Executive Vice President 523 W. 6th St., Suite 528 Los Angeles, CA 90014 (562) 862-2118 ext. 210 PValdes@ParkPCA.com</p>	<p><b>Mario Cadenas</b> Vice President of Transportation (Project Manager) 3165 Garfield Ave Los Angeles, CA 90040 (562) 862-2118 ext. 228 MCadenas@ParkPCA.com</p>
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### PCA's MBE Certificate:



## MISSION, VISION, VALUES, PHILOSOPHY

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PCA's mission, vision, core values, and philosophy resonate throughout the entire PCA organization. Our commitment to these is apparent in PCA's continued success as a business and in our support of the community.

## MISSION

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PCA strives to be an extension of the clients we serve, provide innovative solutions and services that make the difference.



## VISION STATEMENT

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To partner with clients, provide quality customer focused service, add value to the lives of the people we serve. We achieve this through our core values; integrity, safety, sustainability, technology, leadership, and community service.

## OUR CORE VALUES

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- Integrity: We do what we say we will do.
- Safety: We have a safety-first, zero-incident culture.
- Sustainability: We are focused on a brighter tomorrow.
- Technology: We utilize state-of-the-art technology and techniques.
- Leadership: Our people are by far our greatest asset.
- Community Service: We believe deeply in supporting our community.

## PHILOSOPHY:

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PCA adopts a simple management philosophy:

*“To become an extension of the organizations it serves through constant communication with customers and clients. “*

PCA’s entire organization deeply values the importance of knowing its customers’ needs and working diligently to consistently improve service and resolve issues quickly and effectively. PCA is proud of its longevity in the transportation and parking industry, the broad range of its experience, and the high standard of excellence in its operations. PCA has a strong reputation for recruiting, training, nurturing, and maintaining a highly motivated, knowledgeable, and dedicated team with special emphasis on customer service, teamwork, and integrity; philosophies that begin with the Executive Management team and pervade all levels of the organization.

## DIVISIONS

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Transportation  
Management  
Services

Health Industry  
Management

PCA Med Non-  
Emergency  
Transportation

Fleet  
Maintenance

Parking  
Management

Hospitality &  
Hotel Parking  
Services





## QUALIFICATIONS

### HISTORY

Since its founding in 1964, PCA has remained a family owned and operated business and continues to be one of the largest privately-owned minority certified transportation and parking companies in America. PCA has over 1,400 employees primarily based in California but also operating in Georgia, Wisconsin, and Kansas. PCA successfully provides superior service to Transportation, Hotels, Healthcare Facilities, Restaurants, Airports, Retail Establishments, the Entertainment Industry, Private Events, and Independent Property Management Companies.

PCA began its operations in the early 1960s in Albuquerque, New Mexico with the management of surface parking lots and expanded to a variety of parking-service contracts ranging from private lease agreements to city, county, state, and federal contracts. In the mid-1970s, PCA opened its Transportation Services Division. During the 1990s, the company continued to build on its success with airport parking and shuttle services by securing contracts with municipalities, public agencies, educational institutions, medical centers, large private commercial enterprises, and attractions that require continuous fixed-route and demand-responsive transportation. In 1998, PCA opened its Fleet Services Division providing complete maintenance and repair of compact cars to 60-passenger buses to major off-road equipment.

PCA maintains the ability and the resources to fulfill and exceed all requirements for parking and transportation services. PCA experience in transportation, parking, strong corporate leadership, and innovative style of management makes the company a force in the industry. The highly qualified general managers, assistant managers, drivers, customer service representatives, financial and administrative personnel of PCA keep the company at the top of every competitive bid for the transportation and parking services it chooses to pursue.

### REFERENCES

<b>City of Cudahy</b> 5220 Santa Ana Street Cudahy, CA 90201 <b>Steven Dobrenen</b> Finance Director Ph: 323-773-2024 Start Date 2012 – Current	<b>Services:</b> 1 Fixed Route Trolley
<b>City of Covina</b> 125 E. College St. Covina, CA 91723 <b>Sharon Gallant</b> Environmental Services and Transportation Manager Ph: 626-384-5484 Start Date 2017 – End Date 2020	<b>Services:</b> Dial-A-Ride



<b>City of Monrovia</b> 600 S. Mountain Avenue Monrovia, CA 91016 <b>Alex Tachiki</b> Senior Management Analyst Ph: 626-932-5553 Start Date 2017 - End Date 2020	<b>Services:</b> Dial-A-Ride Service
<b>San Fernando</b> 208 Park Avenue San Fernando, CA 91340 <b>Kenneth Jones, MPA</b> Management Analyst Ph 818-898-1240 Start Date 2016 – End Date 2021	<b>Services:</b> 2 Trolleys / Fixed Routes 2 Dial-A-Ride Buses
<b>Montebello Link</b> 400 S Taylor Avenue Montebello, CA 90640 <b>Jose Medrano</b> Transit Operation Manager Ph. 323-558-1625 Ext 201 Start Date 2000 – End Date 2020	<b>Services:</b> Dial-A-Ride Service / Curb to Curb Service

## FINANCIAL

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PCAM, LLC also doing business as PCA is a financially stable company. Its capacity for increasing profitability expands daily with parking, fleet maintenance and transportation services nationwide. Enclosed in a separate sealed **CONFIDENTIAL** envelope is a copy of the three (3) most recent audited annual financials for the years ending December 31, 2017, 2016, and 2015.

These documents reflect accurately the financial status of the organization.

The Auditors examine the books and records of the Company annually and have found, without exception, that all transactions are recorded properly, adhering stringently to “Generally Accepted Accounting Principles” (GAAP). Auditors issue unblemished audit opinions each year.

**You may contact the President and General Counsel, Eric Chaves, if you have any questions or require any additional information regarding the financial statements.**

## LAWSUIT OR LITIGATION

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PCAM, LLC. dba PCA has not had and does not have any pending lawsuit or litigation.



## BANKRUPTCY

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PCAM, LLC. dba PCA has not ever been in or filed for bankruptcy.

## CREDIT / SUPPLIER REFERENCES

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- **Bank of America Merrill Lynch, N.A. (Primary Bank)**

Tim Davis  
VP, Commercial Banking Relationship Manager  
1355 Windward Concourse, 3<sup>rd</sup> Floor  
Alpharetta, Ga. 300055  
Ph. 404-607-3503

- **Wells Fargo**

Katy Brooks  
Vice President  
1800 Century Park East, Suite 1100  
Los Angeles, CA 90067  
Office: 310-789-5313

- **Creative Bus Sales**

Jay Holzhuter  
13501 Benson Avenue  
Chino, CA 91710-5232  
Ph. 909.465.5528

- **Serramonte Ford**

999 Serramonte Blvd.  
Colma, CA 94014  
Ph. 650.301.7186

**Better Business Bureau Credit Rating: A+**



## PROPOSAL SPECIFIC INQUIRES

### WHY PCA

When looking to contract with a transit operator; an agency, business, or municipality (such as the City of Bell Gardens) must be 100% sure that the services being rendered by the chosen operator will be that of the quality that their riders deserve. They must be certain that the drivers are familiar with the routes, that the company is using the latest technology and software, that its fleet and assets are being managed and maintained, and that all potential obstacles have been envisioned and planned against. Since 2009, Parking Company of America (PCA) has been the operator of the City of Bell Gardens' transit program and we have met the aforementioned requirements, goals, and challenges head-on, working in conjunction with city officials and leaders to provide the best transit services possible to the riders and residents of the City of Bell Gardens. It is for that reason that we at PCA are certain that we would be the best company to choose as the City of Bell Gardens moves forward with their Transit program. In addition to our experience with the City of Bell Gardens, PCA has 54 years of experience providing transportation and parking services to both the private and government sectors. PCA strives to be an extension of the clients we serve and provide innovative solutions and services that make the difference. PCA prides itself on our superior customer service, as is evident from the long-term success of our company. Our never-ending mission is providing quality customer-focused service, adding value to the lives of the people we serve.

PCA is determined to succeed in carrying out a seamless transportation operation, as we understand that our services can very well influence your riders' first and last impression of the city. We seek to make their transportation experience a positively memorable one, exceeding their expectations while transporting them safely to their destinations.

In addition to operating as the incumbent transit provider for the City of Bell Gardens, PCA's Transportation Management Services Division currently offers additional fixed-route and demand-response transportation services for our customers, including but not limited to; Children's Hospital Los Angeles, Harbor UCLA, Summit Healthcare, and the Cities of Covina, Monrovia, Cudahy, San Fernando, and Montebello. Just for these named customers, PCA annually transports 1.2 million passengers, driving over 1 million miles each year. Within the transportation industry, PCA has a reputation for having a high-quality fleet, the professionalism of its drivers, for nearly 100% on-time service, and an outstanding safety record.

PCA has the years of experience, operational excellence, professional staff and top-notch customer service that sets PCA apart from its competitors. We very much look forward to continuing to work with the City of Bell Gardens and receiving a positive response for the Transit Services contract.





## ORGANIZATIONAL RESOURCES AND SERVICES

PCA will provide, at no additional cost, analytic assistance for NTD reporting, dispatch support for the new trolleys, software and dispatch system training, and GPS tracking.

Additionally, PCA will also provide any route modifications to the trolley schedule and stops, additional two-way radios (in the event the current radio communication malfunctions), and personnel to empty fare revenue from the fare boxes and deposit.

## EXPERIENCE AND REFERENCES

### EXPERIENCE

PCA has had various contracts with the County of Los Angeles and other State and local municipalities to provide not only transportation, but different types of services such as vehicle maintenance and charter services among others. Clients such as the County of Los Angeles have given PCA the opportunity to expand our transportation services into other cities and counties in Northern and Southern California.

PCA has a history of operating contracts with public agencies requiring the transportation of handicapped and elderly passengers. These contracts include, Dial-A-Ride, Fixed Route, Non-Emergency Medical Transportation and reservation driven systems. The contracts have included private individual pickups (including door-to-door and curb-to-curb service), charter operations, and general mass transit services. The vehicles have ranged from mid-sized, 35 passenger buses to small minivans with wheelchair ramps, using both PCA-owned vehicles as well as customer-owned vehicles.

PCA's experience in transportation is also well supported by over 35 years of working with, institutions, shopping centers, municipalities and private clients. A partial summary list of these includes the following:

#### **City Cudahy**

*2012 – Present*

In 2012 PCA was recommended to take over the Cudahy Area Rapid Transit. This service is a Fixed Route Trolley service, running a city-owned vehicle for the citizens of the City of Cudahy. The service runs one trolley from 7:00 am to 6:15 pm Monday thru Friday and Saturdays from 7am to 5:15 pm. The service also runs during every holiday except Sundays. The system is free of charge to the residents of the city.

#### **City Covina**

*2016 – Present*

In 2016 PCA was recommended to take over the Covina Dial A Ride Transportation SYS from the city selected contractor and was assigned to run the Dial A Ride Shuttle System, better known in the community Covina Dial A Ride Service beginning in 2016. This service is a Dial A Ride System, service running City-owned vehicles for different routes within the City of Covina. The service runs 4 Dial A Ride Buses from 7:00 am to 5:30 pm Monday thru Friday and Saturday from 7am to 3:00 pm. Vehicles meet ADA requirements. The system charges fare to the residents.



### **City Monrovia**

*2016 – Present*

In 2016 PCA was recommended to take over the Monrovia Transportation SYS from the city selected contractor and was assigned to run the Dial A Ride Shuttle System, better known in the community Monrovia Transit Service beginning in 2016. This service is a Dial A Ride System, service running City-owned vehicles for different routes within the City of Monrovia. The service runs 8 Dial A Ride Buses from 7:00 am to 10:00 pm Monday thru Friday and Saturday from 7am to 6:00 pm. Vehicles meet ADA requirements. The system charges fare to the residents.

### **Montello Link**

*1997 - Present*

The City of Montebello began this program in an attempt to reduce the large volume of single occupancy vehicles on the overcrowded freeways. It is a combined semi-fixed route and demand response system serving commuters on the Riverside Line at the Montebello/Commerce Metrolink Station for five cities: City of Commerce, Montebello, Monterey Park, Pico Rivera, and Rosemead. Each shuttle serves four trains during mornings from 5:45 a.m. to 9:00 a.m. and during evenings from 3:00 p.m. to 7:00 p.m. Monday thru Friday. There is no cost to Metrolink riders, but with limited seating, reservations are required at least 24 hours in advance. Seating is on a first-come first-serve basis. At its inception this service ran four ADA, 21-passenger, alternative fuel shuttles, and then added a fifth vehicle when it was re-awarded in 2014.

### **City of San Fernando**

*2015 – Present*

In 2015 PCA was recommended to take over the San Fernando Transportation SYS from the city selected contractor and was assigned to run the Fixed and Dial A Ride Shuttle System, better known in the community as SF Trolleys Service beginning in September of 2016. This service is a fixed route and Dial A Ride System, service running PCA and City -owned vehicles for Two different routes within the City of San Fernando. The service runs 2 Dial A Ride Buses from 7:00 am to 5:00 pm and 2 Trolleys from 10:00am to 4:00pm Monday thru Friday and Saturday from 9am to 5pm. Vehicles meet ADA requirements. The system charges fare to the residents.

### **Harbor UCLA Medical Center**

*1996—Present*

Located in Torrance, California and under the Los Angeles County Department of Health Services, this system consists of one ADA-equipped 24 foot, 22-passenger hospital-provided shuttle bus operating five days a week, 17 hours a day continuously by PCA Drivers. The shuttle service transports employees on early morning and late afternoon shifts, from all the outer parking facilities on the campus. The system also provides service to patients, guests, and employees to designated locations across the campus transporting on average 300 passengers per day.

### **Transportation Management Services Division**

PCA also contracts with municipalities to provide transportation services to the public. This division developed out of PCA's expertise in operating shuttle fleets. Currently, PCA's Transportation Services Division employs nearly 250 associates and services 26 plus clients approximately 130 shuttles.



The Transportation Division has been the fastest growing division within the company in recent years. Transportation operations began in the 1970s as the company extended service at its off-airport parking facilities to provide shuttle transportation for customers directly to their airport terminals. The company expanded its fleet each year to accommodate more customers. Today, the company secures contracts with public agencies, educational institutions, medical centers, and large private







commercial enterprises for continuous fixed-route and demand-response transportation. PCA has been acknowledged consistently for the high quality of its fleet, for the professionalism of its drivers, for nearly 100% on-time service, and for an outstanding record of safety.

PCA believes in supporting the industries that support us. We understand that to stay abreast of industry developments like clean fuels, bus design, advanced communications, computerized scheduling and dispatching, and electronic fare collection technologies, we must be involved in the professional/trade organizations that make the transportation industry an ever-changing arena.

### PCA'S PUBLIC TRANSIT CONTRACTS

CURRENT CONTRACTS	SERVICES	ANNUAL AVERAGES
<b>City of Cudahy</b> 5220 Santa Ana Street Cudahy, CA 90201  <b>Steven Dobrenen</b> Finance Director Ph: 323-773-2024 Start Date 2012 - Current	City of Cudahy - Trolley Service 1 Trolley, General Public <b>Vehicle:</b> 24 Foot E-450 Super Duty <b>Scope:</b> Fixed Route- CART (Cudahy Area Rapid Transit) provides trolley service that runs Monday to Saturday using 7 stops to link the City's residential and commercial areas. In addition to scheduled CART, residents may also flag down a CART bus anywhere along the route. No fare collection. <b>Service Area:</b> 1.228 mi <sup>2</sup> <b>Population:</b> 24,098	30,940 Miles 126,100 Passengers  
<b>City of Covina</b> 125 E. College St. Covina, CA 91723  <b>Sharon Gallant</b> Environmental Services and Transportation Manager Ph: 626-384-5484 Start Date 2017 – End Date 2020	Covina Dial-A-Ride Shuttle Service 4 Dial-A-Ride, Seniors Only <b>Vehicles:</b> El Dorado Ford F-450 Super Duty Dodge caravan <b>Scope:</b> Dial-A-Ride Covina Transit provides curb-to-curb transportation for registered City of Covina residents within the City of Covina and to selected local medical providers within a 3-mile radius. Service is \$0.25 Cents local ride, \$2.00 out side service area 3 miles Medical appointments only and to city of Duarte / City of Hope \$4.00. <b>Service Area:</b> 7.5 mi <sup>2</sup> <b>Population:</b> 48,449	65,376 Miles 25,000+ Passengers <b>Total Annual Revenue:</b> \$10,740.25  
<b>City of Monrovia</b> 600 S. Mountain Avenue Monrovia, CA 91016  <b>Alex Tachiki</b> Senior Management Analyst	Monrovia Transit Service 5 Monrovia Transit / Dial A Ride Buses, Senior & ADA Only <b>Scope:</b> Dial-A-Ride- Monrovia Transit provides curb-to-curb transportation for City of Monrovia residents within the City	79,248 Miles 115,980 Passengers + 3,500 Seniors (Lift Service) <b>Total Annual Revenue collected:</b> \$13,200



<p>Ph: 626-932-5553 Start Date 2017 - End Date 2020</p>	<p>of Monrovia and to selected local medical providers within a 3-mile radius. Service is \$0.50 Seniors and ADA. <b>Service Area:</b> 13.71 mi<sup>2</sup> <b>Population:</b> 37.126</p>	
<p><b>Montebello Link</b> 400 S Taylor Avenue Montebello, CA 90640</p> <p><b>Jose Medrano</b> Transit Operation Manager Ph. 323-558-1625 Ext 201 Start Date 2000 – End Date 2020</p>	<p>Montebello Link 5 Dial-A-Ride / Fix routes, General Public by Reservations <b>Vehicles:</b> 24 Foot Ford F-450 Super Duty <b>Scope:</b> Semi-Fixed Route- MBL LINK is a subscription service that offers curb-to-curb shuttle service to and from the Montebello Metrolink Station and employment centers in Commerce, Montebello, Monterey Park. <b>Service Area:</b> 8.37 mi<sup>2</sup> <b>Population:</b> 633.335</p>	<p>66,300 Miles 85,280 Passengers <b>Total Annual Revenue Collected:</b> \$0</p> 
<p><b>San Fernando</b> 208 Park Avenue San Fernando, CA 91340</p> <p><b>Kenneth Jones, MPA</b> Management Analyst Ph 818-898-1240 Start Date 2016 – End Date 2021</p>	<p>San Fernando Trolleys Service 2 Trolleys 2 Dial-A-Ride <b>Vehicles:</b> 24 Foot Ford F-450 Super Duty &amp; Classic American Trolleys General Public <b>Scope:</b> Dial-A-Ride- Mission City Transit provides curb-to-curb transportation for City of San Fernando residents within the City of San Fernando and to selected local medical providers within a 5-mile radius. Fixed Route- San Fernando Trolley service that runs daily using 28 stops to link the City's residential and commercial areas. <b>Service Area:</b> 2.37 mi<sup>2</sup> <b>Population:</b> 24,700</p>	<p>36,763 Miles 60,060 Passengers + 5,820 Dial A Ride <b>Total Annual Revenue Collected:</b> \$9,500</p> 
<p><b>Harbor UCLA</b> 1000 W Carson Street Torrance, CA 90509</p> <p><b>Richard Rinehart</b> Transportation Supervisor Ph 310-222-7920 Start Date 2000</p>	<p>Harbor UCLA 1 Shuttle <b>Vehicle:</b> 24 foot- 22 passenger <b>Scope:</b> Fixed Route service available to employees and patients, traveling between campus and various parking lots.</p>	<p>53,456 Miles 19,659 Passengers</p> 





## UNDERSTANDING OF SERVICE OPERATIONS

PCA understands that the City of Bell Gardens operation of each bus is under control of our operator (driver). That operator is responsible for operating the bus safely along the route, as well as managing passenger boarding and alighting at stops along the route and following the time table schedules. They may also have responsibility for managing fare payment on board, and for ensuring passenger safety and security.

## FORECASTING PERSON-HOURS

Employee are schedule base in operation hours including dead head time before and after each of the routes, also PCAM train several lead drivers to take over the route in case of any emergencies, call offs or sick days from employees, supervisors and managers also are qualify and train properly to take over the routes.

## OVERHEAD

Overhead is based on the employee seniority, including supervisors and managers that are dedicated to the City of Bell Gardens Operations. \* Please refer to Staffing Form.

## FEE RATE SCHEDULE

Rates varies between employees due to seniority. Please refer to Staffing Form.

## COMPLIANCE

### IMMIGRATION NATURALIZATION:

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PCA is compliant with the Immigration Reform and Control Act of 1986. PCA requires all personnel to provide the necessary documentation to establish identity and employment eligibility.

### EQUAL EMPLOYMENT OPPORTUNITY:

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PCA is an equal opportunity employer and is compliant with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.



## TRANSITION & IMPLEMENTATION PLAN

### START-UP PLAN

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PCA uses a “Transition Team” approach to ensure a smooth transition for managing a new or existing Transportation service account. The actual start-up operation begins as soon as PCA receives the authorization to proceed (award of contract). PCA commits to performing all services by the scheduled start date of the contract.

Following notification of the award of the contract, PCA is prepared to begin operations at the scheduled start date and has the in-house staff and resources to coordinate all logistical requirements, fully, for every contractual requirement.

PCA maintains constant communication with all designated Contract representatives during the preparation and the initial implementation phase of the project. PCA desires to share more than 50 years’ worth of experience providing both Transportation and Parking services and making decisions regarding all facets of such operations with representatives of the contracting authority and their support staff to ensure that final actions are consistent with the overall goals of the program.

The “Transition Team” is made up of experienced PCA personnel, each of whom is chosen for the specific attributes that they bring to the overall transition effort. The main focus of the “Transition Team” is to provide new and/or continued service to users of the service without inconvenience or interruption. The “Transition Team” establishes the most effective operational procedures during the transition period and solidifies a foundation for continuous service excellence. Members of the Transportation Management Division have studied the project specifications and have formulated an analysis of the proposed services to be provided. The “Transition Team” has access to all corporate resources necessary to provide a smooth transition for all patrons and is responsible for the successful implementation of the operational strategy.

The “Transition Team” is comprised of the following individuals:

#### **Alex Martin Chaves:** Chief Executive Officer

Mr. Alex Martin Chaves has been involved in the implementation of PCA’s standard operating procedures and top management decisions, while maintaining close contact with all members of the management team.

**Contractual Duties:** Contract Compliance

#### **Eric Chaves:** President, General Counsel

Mr. Eric Chaves is legal counsel for PCA and performs and/or oversees all legal and related activities. He is involved in the implementation of management contracts with the respective contracting authority. Mr. Chaves implements and ensures direct compliance with all contract matters. He responds to any legal inquiries.

**Contractual Duties:** Contract Compliance, Vehicle / Equipment Procurement, General Contract Oversight



### **Renee Valdes:** Executive Vice President

Mrs. Renee Valdes is responsible for Auditing and Risk Management for the entire company. She works closely with our compliance departments and insurance companies to ensure Safety and Compliance are a number one priority. Her diligence and guidance provides for safe work environment for all of our staff.

**Contractual Duties:** Safety and Compliance, Accident / Incidents, Auditing

### **Pep Valdes:** Executive Vice President

Mr. Valdes is responsible for overseeing, implementing business development activities including location start up and management. He is based in Southern California and serves as PCA's liaison and representative to the contracting authorities. Through his extensive experience in the parking and transportation industry, Mr. Valdes has been instrumental in the continued growth of PCA.

**Contractual Duties:** Contract Compliance, Direct Contract Oversight, Technology Integration

### **Suzie Cooley:** Senior Vice President

Suzie Cooley is currently the Senior Vice President for PCA and has been with the company since 2006. She is responsible for more than 1400 employees in more than 185 locations. All Vice Presidents report directly to her. Mrs. Cooley has more than 25 years of experience in the management of Operations, Human Resources, and Safety and Compliance within the Transportation Industry.

**Contractual Duties:** Contract Compliance, General Contract Oversight, Personnel Development

### **Mario Cadenas:** Vice President of Transportation (Project Manager)

Currently Mr. Mario Cadenas supervises and oversees Transportation and Fleet service operations in Southern California. Mr. Cadenas' responsibilities have increased as he continues to gain transportation and management knowledge and experience in managing all types of transportation contracts with methods of maximizing good customer service and revenues. Mr. Cadenas professional qualifications include driving experience with a Class "B" passenger endorsement license and a CPR certificate.

**Contractual Duties:** Contract Compliance, Contract Day-To-Day Oversight, Personnel Development, Vehicle / Equipment Maintenance

\*PCA's Management Team philosophy is to be available to our clients at all times. Each of PCA's Management team members is committed to help in any way possible. We will strive as a team to ensure a smooth transition and continuation of services for the City of Bell Gardens Public Transit Services.



## ESTIMATED TARGET DATES

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Should PCA be awarded the City of Bell Gardens transit contract, as the incumbent operator, PCA would not need to go through a “transition” phase as detailed and as thorough as a new incoming vendor. In that regard, PCA still fully intends to comply with the outlining of a timeline, as requested and required by the RFP. PCA’s estimated target dates, upon retention of the Bell Gardens Transit contract, are estimated as follows:

### **Beginning October 22, 2018**

- PCA will begin to notify the existing Bell Gardens Drivers and determine any new or additional staffing needs.
- Interviews for any New Staff
- PCA will begin the On-boarding process of any new staff and answer any questions that they may have.
- PCA personnel to Manage Hiring and Training:
  - Suzie Cooley, Mario Cadenas, Lorena de Leon, Hugo Alvarado, and Key HR Staff
- Purchase new vehicles, with an estimated delivery time of 30 to 60 days from receipt of purchase order

### **October 23 – November 9, 2018**

- PCA will continue the hiring On-Boarding, and Orientation process for any new hires.

### **November 12, 2018 – November 16, 2018**

- New Hire Driver Training and Dispatcher Training (current staff will be subject to a refresher training course as well):
  - Various HR Topics
  - Vehicle Inspection
  - Pre-trip inspection (Drivers Only)
  - Safety
  - Customer Service
  - Scope of work and routes
  - Contract requirements
  - Over view previous NTD reports

### **November 19 – November 30, 2018**

- Community Awareness Events (if necessary)
- PCA’s Management team and dispatcher will meet with pertinent city staff to insure there has been no last-minute changes and to outline any major changes from prior operations under the new agreement.

### **December 3, 2018**





- Commencement of the service under the terms of the new agreement.

## PERSONNEL

### PERSONNEL QUALIFICATIONS:

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PCA recruits, interviews, and evaluates in good faith all potential employees. The employment policy of PCA requires that all personnel assigned to an operation read, speak, and write English and can follow written and verbal instructions in English.

Every employee must complete an application for employment. They are required to present a valid driver's license, a copy of a current Department of Motor Vehicle individual printout (when applicable), and consent to a general background check, drug & alcohol test and physical before being hired by PCA. This background investigation includes a criminal check verifying no felony or misdemeanor during the period of the report, and a check of the individual's driving record. PCA never knowingly employs or retains any individual convicted in a court of competent jurisdiction of theft or of misappropriating funds. PCA reserves the right to conduct such investigations unless the contracting authority request such policy not be implemented.

PCA continues its history of adhering to all employment laws. Moreover, PCA certifies that all employees meet citizenship or legal alien status requirements as stipulated in Federal and State statutes and regulations. The policy of PCA always has been to hire only United States citizens or individuals legally permitted to work in the US.

PCA will obtain further verification of employment eligibility status required by Federal statutes and regulations as they exist currently and as they may be amended thereafter. Additionally, PCA will maintain files pertaining to all related documentation for such employees as prescribed by law. PCA willingly assumes full responsibility for its actions in this area.

PCA never knowingly hires any individual who has been convicted of a crime involving theft, dishonesty, embezzlement, physical violence, or threat of violence. Physical violence crimes include, but are not limited to, assault, rape, murder, or robbery.

### HIRING PROCESS

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For our contract operations, PCA uses the following process to hire employees:

#### 1. Application

- Applicant completes standard PCA application form
- Submits DMV printout (30 days current)
- Submits Valid Class "B" or higher license with Passenger Endorsement
- Staff verifies past employment and references
- PCA obtains consent form potential employee to request prior drug testing information from previous employer



## 2. Process Hiring

- Pass drug and alcohol test (Compliant with DOT's Rules and Regulations)
- Pass physical test
- Verify prescription medicine (if applicable)
- Staff submits form for DMV administered Pull Notice Program (PNP)
- Employee Background Check (if applicable or required by contracting agency)
- Uniforms issued

## 3. Company Orientation & Training

- Company manual distributed and explained
- Customer relations training
- Safety Procedures of Location
- Understanding and completing reports
- Passenger relations: general service, accommodate special needs, sensitivity training
- Safety (video and lecture): review vehicle specs, defensive driving, ADA-equipment, passenger safety, driver safety, traffic laws and regulations
- Understanding and completing reports
- Pass CHP-required Proficiency Test

\*Refer to Driver Training section on Page 28 of this proposal

## 4. Assignment

- Familiarize driver with vehicle: review engine, brake system, fuel system, heating & air
- Conditioning, tires, signage, interior / exterior appearance
- Route training (fixed and demand response): maps, on-site travel, etc.
- Fueling procedures
- Understand and complete reports specific to the needs of the transit authority

## 5. On-Going Training

- Monthly safety meetings for all drivers on selected topics
- Review and Answer questions from drivers
- Open forum for drivers and supervisors to discuss productivity improvement

## 6. Evaluation

- 6-month probationary period for new hires measuring overall efficiency based on all of the criteria above
- Annual evaluation of all drivers by Project Manager encompassing On-Time Efficiency, Safety, Passenger Relations, and Reporting
- Ongoing monitoring of employees through the DMV pull notice program and random drug testing.
- Unobserved road checks of drivers by supervisors on a random, but regular basis.

## HIRING LOCAL RESIDENTS

When hiring new personnel, PCA will conduct outreach in the City of Bell Gardens and give preference for qualified applicants residing in the local area. PCA will provide evidence of all job recruitment efforts.



## USE OF QUALIFIED EMPLOYEES OF THE PRIOR CONTRACTOR

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PCA is open to retaining all current employees unless otherwise directed by the City.

## SAFETY AND TRAINING PROGRAMS

### OPERATING POLICIES AND PROCEDURES

PCA's Transportation Safety Program establishes guidelines and procedures to be followed to protect the safety of individuals operating any motor vehicle on company business. Protecting the employee drivers, their passengers, and the general public is of the highest priority to the Company.

The commitment of management and employees is critical to the success of this program. Clear communication and strict adherence to the program's guidelines and procedures are essential.

### SAFETY PROGRAM



PCA has an exemplary record of safety. From public transit systems to airport shuttle services, PCA has functioned for more than 30 years without a major accident or injury to passengers, employees, or the general public. PCA requires drivers and supervisors to know and follow local, state, and federal safety procedures. Moreover, drivers and maintenance crews are required to attend on-going safety courses periodically to remain current on new standards and to ensure maximum safety consistently.

PCA drivers recognize their primary responsibility at all times is the safety of their passengers and to ensure the orderly conduct of all passengers who ride our shuttles. They will not transport any individual or group of individuals at any time if they believe that doing so threatens the health and/or safety of passengers and themselves. If such an incident occurs, the driver will report it to their immediate supervisor who will notify the appropriate contract representative.

PCA's Transportation Safety Program establishes guidelines and procedures to be followed to protect the safety of individuals operating any motor vehicle on company business. Protecting the employee drivers, their passengers, and the general public is of the highest priority to the Company.

The commitment of management and employees is critical to the success of this program. Clear communication of and strict adherence to the program's guidelines and procedures are essential.

The following outline states the scope and details of the PCA Transportation Safety Program.

#### 1. Applicability and Scope:

- a. All PCA employees and individuals work with PCA
- b. General guidelines for managers, supervisors, and employees to establish minimum



standards

- c. PCA does not delegate safety to subordinates; every member of management is active in enforcing safety standards
- d. PCA encourages employees to submit recommendations to their immediate supervisor or manager for additions, modifications, or deletions in the safety program for action by upper management

**2. General:**

- a. Every member of PCA is committed to the safety program
- b. PCA trains managers and supervisors to make safety an integral part of their daily responsibilities
- c. All employees understand adherence to safety standards contributes to their growth within the company

**3. Corporate Safety Policy:**

- a. Safety is the most important goal of the company
- b. All employees must make every effort to reduce the possibility of accidents or other undesirable incidents
- c. PCA shall meet or exceed all local, state, and federal (OSHA) safety laws and regulations, which is emphasized during training of new employees and reviewed regularly by supervisors to employees as standards change
- d. PCA provides its employees up-to-date protective equipment to prevent injury on the job and requires that they wear it at all times

**4. Safety Organization:**

- a. Responsibilities of Supervisors and Managers
  - 1. Fulfill safety responsibilities by teaching, counseling, and advising
  - 2. Provide safety appraisals periodically, particularly after installation of new machinery or relocation of existing equipment
  - 3. Report any unsafe or hazardous conditions in writing to upper management with recommendations for improvement (if possible)
  - 4. Promote and maintain on-going safety education program to create safety awareness at all levels of the organization
  - 5. Prepare instructional material on safety
  - 6. Keep up to date with new methods of safety, accident, and health hazard prevention
  - 7. Regularly inspect work place for hazards
- b. Responsibilities of Upper Management





1. Reiterate and demonstrate to all employees that safety is the highest priority
2. Ensure middle to lower management perform their safety responsibilities properly
3. Coordinate and enforce the safety program
4. Assist in inspecting the workplace for hazards

**5. Safety Training:**

- a. Employees receive a “safety briefing” on the first day in their position, which includes:
  1. Encouraging questions as they learn and face new situations
  2. Explaining job duties in terms the individual can understand
  3. Demonstrating all precautions and safe work practices for each job and explaining their importance
  4. Explaining the need for protective equipment and dangers of not wearing it
  5. Test the employee to verify he/she understands safety instructions and use of equipment
- b. Additional lessons may include use of:
  1. Fire extinguisher
  2. Lifting and moving heavy objects
  3. First-aid
  4. Cardiopulmonary resuscitation
  5. Natural disaster emergency procedures
- c. PCA conducts unannounced checks on employees to verify safety preparedness
- d. Follow-up training sessions to foster honest dialogue among supervisors and workers

**6. Safety Inspections:**

- a. Employees are subject to safety inspections at any time
- b. Unsafe acts noted on an inspection include, but not limited to:
  1. Operating equipment without authority or sufficient training
  2. Using equipment or tools in an unsafe manner
  3. Operating vehicles at unsafe speeds
  4. Operating defective equipment
  5. Making safety devices inoperative
  6. Failing to use personal protective equipment
  7. Unsafe lifting
  8. Adjusting, cleaning, or oiling machinery in motion
- c. Unsafe conditions noted on an inspection include, but not limited to:



1. Unsafe designs or construction of equipment
2. Defective tools or equipment
3. Poor housekeeping at the work site
4. Inadequately safeguarded or unguarded equipment
5. Inadequate illumination or ventilation

d. Communication with workers during inspections:

1. Monthly Safety Meetings
2. On-going training

e. Facilitate inspection by safety personnel or industrial hygienist with special expertise in the following equipment:

1. Cranes
2. Pressure vehicles
3. Fire extinguishers
4. Chains and ropes
5. Certain health hazards determined by industrial hygienists

f. Special inspectors assist in emphasizing commitment to safety by PCA

**7. Accident Investigation:**

a. Accident investigations identify causes to prevent future mishaps, examining:

1. Mechanical improvements
2. Better supervision
3. Improved employee training

b. Accident investigations improve awareness of supervisors and employees

1. At the work site specifically
2. Directs attention to accident prevention generally
3. All employees learn more about the causes of accidents by investigating accidents

c. Every accident must be reported, major or minor

d. Every near-accident must be reported

e. Investigators must be sensitive to individual(s) involved and ensure their cooperation

1. Limit employee fear of reprimand or termination
2. Purpose of investigation is to learn the facts to prevent future accidents

f. Investigation techniques use the following guidelines:

1. Interview witnesses promptly and individually
2. Reassure witness of the investigation's purpose
3. Obtain the witness's version with minimal interruption
4. Direct specific questions to clarify the witness's account



- Where did the accident occur?
- What is the injured worker's job?
- Was the injured worker physically capable and did he/she have sufficient experience to perform the work?
- What task was being performed when the accident occurred?
- What happened?
- Can more information be provided on the location of the accident?
- What were the conditions at the time of the accident?
- What were the physical conditions of the worker's surroundings?
- What was the worker doing immediately preceding the accident?
- Describe any circumstances that might have precipitated the accident?
- Describe the accident or incident, such as "struck by," "caught between," etc.
- What other elements may have contributed to the accident?
- How can future accidents of this type be prevented?

**\*Refer to accident reports attached**

#### **8. Hearing Protection:**

- a. PCA provides protective hearing equipment at work sites where sound levels exceed limits prescribed by local, state, and federal law.
- b. Upgrade protective hearing devices as better products enter the market

#### **9. Medical Evaluation / Diagnosis:**

- a. PCA conducts medical examinations to detect pre-existing medical conditions that may lead to unexpected physical problems
- b. PCA advises female employees if fetal hazards exist (e.g., arsenic or lead fumes) to prevent pregnancy problems

#### **10. Emergency Operations Plan**

- a. Supervisors, drivers, dispatchers, and support personnel remain calm and focused on the primary responsibility: safety for their passengers and themselves.
- b. Depending on the nature of the emergency – earthquake, severe storm, vehicle breakdown, equipment failure, civil disturbance – drivers either cease operating the vehicle immediately, if they determine that continuing operation is a risk of injury or death, or they must contact their Supervisor or dispatcher to assess their situation and to receive guidance on how to proceed.
- c. Supervisors communicate immediately with the Project Manager, Transportation Director, dispatcher, and all drivers in the field regarding the nature of the emergency. Managers or Supervisors shall notify a representative of the contracting authority or local police. They shall authorize drivers to cease operating immediately and await assistance or further instruction, or to return to their point of departure, or to continue their run on an alternate route.



- d. PCA instructs all personnel to follow the instructions of police, fire, or any authorized official responsible for maintaining safety and order in an emergency. Such official instructions supersede any instructions given by the Project Manager or Supervisors.
- e. If PCA or civil authorities request that vehicles cease operation, drivers provide assistance to their passengers for alternative transportation as may be possible. If emergency is due to vehicle breakdown or equipment failure, a spare vehicle will be provided as needed.
- f. Expected maximum time until a spare vehicle to arrive for emergency situations is up to 30mins.
- g. Project Managers, Supervisors, and driver's complete reports regarding the status of the emergency, injuries (if any) to passengers or personnel, and damage (if any) to the vehicles.
- h. Scheduled service resumes as soon as conditions permit.
- i. After the emergency, members of PCA corporate management and management of the Transportation Division evaluate the Company's response to the emergency, revise policies if necessary, and provide a detailed report of its actions during the event if requested by a contracting authority.

PCA will have the Project Manager, Mr. Mario Cadenas, assigned to this account in which he will be able to field any calls regarding service levels and operation of this program, 24 hours per day, 7 days per week. Mr. Mario Cadenas will also be on-call for general questions and/or emergency situations immediately after incident occurs.

## TRAINING PROGRAM FOR ALL DRIVING PERSONNEL

Comprehensive employee training assures that all 1,400 of PCA employees are skilled in customer service, safety protocol, and job skills. PCA regularly conducts employee trainings and refresher courses to ensure PCA employees conduct their job duties with the utmost skill, unparalleled customer service, and up-to-date technological advancements. Employees are well versed in Safely Surrendered Baby Law, sexual harassment & sensitivity conduct, cultural sensitivity, OSHA safety requirements, customer service, safe driving skills, computer skills including email, and PARCS, PCI, & EMV systems.

## TRAINING

Training Team: **Suzie Cooley**: PCA - Senior Vice President, Director of Human Resources  
**Mario Cadenas**: PCA – Vice President of Transportation (Project Manager)

All Drivers complete a General Training Course and a Defensive Driving Course with PCA appointed certified trainer. This training consists of the following:





- Effective communication with management, passengers, guests, fellow colleagues and the general public in fluent English.
- Professional and courteous demeanor.
- Effective ability to establish professional and friendly relationships with our customers.
- Ability to work effectively and efficiently without direct supervision, follow directions, and to adjust their service to the needs of the customers.

PCA's training course includes but is not limited to the following:

- General Transportation Safety procedures, detecting unsafe conditions and the use of equipment (e.g., two-way radios); incident reporting, general record keeping, and assisting elderly and disabled customers when applicable.
- Drivers' Safety
- Drivers' Maneuverability Field Test
- Ensuring safe vehicle operation in heavily congested areas.
- General Maneuverability in confined areas
- Route training (i.e., strict adherence to designated shuttle routes).

The Project Manager or Supervisor monitors and evaluates employee performance. On-site training initially requires a supervisor to ride with Drivers to monitor their proficiency and ability to provide additional assistance as required.

Additional on-site training will focus on customer relations, daily vehicle safety and operational checklist items and other operational aspects as required. Drivers undergo a safety and performance test semi-annually and additional training is offered for improving general performance or as necessary for company advancement.

PCA considers drivers and other support personnel for permanent employment only upon completing all training satisfactorily and meeting all Company employment standards.

To maintain excellent service, PCA requires employees to attend continued training in customer relations, operational procedures, and safety semi-annually. Additional supervisory training will be offered to certain individuals based on their superior performance, as opportunities become available.

Drivers who are involved in a preventable accident or have a below-average performance rating will be required to undergo additional retraining. Retraining of drivers in this area will be reported for verification before the driver is placed into active service.



The Transportation Management maintains files of all training records at the office performing contract support functions. All records will be made available for inspection whenever desired by contract representatives.



The following summarizes the entire training process:

<b>SUBJECT</b>	<b>HOURS</b>
General Orientation, Customer Service Training, Policies, Benefits, Work Rules, Conduct .....	2 hours
Vehicle Operation and Specifications .....	4 hours
Pre- and Post-Trip Inspections .....	2 hours
Defensive Driving .....	8 hours
Accident and Safety Procedures .....	8 hours
Assistance to Persons with Disabilities and Passenger Relations (Including wheelchair loading/unloading) .....	24 hours
Route Familiarization.....	8 hours
Vehicle Operation and Driving Evaluation.....	24 hours
	<b>Total 80 hours</b>

The driver training process follows the following outline:

- 1. Orientation:**  
All employees are required to attend a formal Company orientation in order to insure a high degree of courteous and efficient service is ensured for each project. Personal and professional characteristics such as politeness, safety, reliability, and a sense of urgency are emphasized to employees as a key part of their job. Company training stresses repeatedly the importance of team work, which in transportation operations means cooperation by all employees to deliver the best service possible and the need for employees to respect and help each other at all times.
- 2. Review Various Vehicle Specifications:**



- Brakes
- Steering
- Drive train
- Suspension
- Lights
- Doors
- Seating
- Heating & air conditioning
- Emergency equipment
- Communication equipment

### **3. Pre- and Post-Trip Inspections:**

- Proper form completion
- A standardized step-by-step inspection Process
- Follow Through when problems are identified

### **4. Defensive Driving:**

- Explain time/distance ratios of large vehicles at various speeds
- Braking and acceleration
  - Apply gradual increases in pressure according to estimated time/distance ratio
  - Faster for more distance
  - Slower for less distance
  - Apply gradual increases in acceleration according to estimated time/distance ratio
- Use of mirrors and signals
- Adjust speed and handling to actual conditions during:
  - Daytime or nighttime
  - Inclement weather (rain, snow)
  - Emergency conditions such as earthquake, power failure, severe storms and flooding, etc.

### **5. Safety and Accident Procedures:**

- Passenger Safety
  - Verify all passengers are seated or holding handrails
  - Keep passengers out of stairwells during vehicle operation
  - Drive 5-10 mph below speed limit when vehicle is overcrowded
  - Stop, turn off engine, and apply emergency brake immediately after the accident/incident occurs
  - Approach individual(s) professionally and courteous
  - Avoid raising voice
  - Inform individual(s) that they must leave the vehicle and why
  - Give information on filing a response to their ejection if requested
  - Escort individual(s) off the bus
  - Ensure other passengers remain still (seated or standing) and calm
  - Call for security if individual(s) refuse cooperation
- Personal Driver Safety Habits:
  - Start every shift rested and fed



- ABSOLUTELY no alcohol use at least 6 hours before starting shift
- ABSOLUTELY no illegal drug use at any time
- Take only appropriate dosage of prescription medication
- Provide written authorization from physician
- Certain prescription medications disallowed (antihistamines, codeine, etc.)
- Verify driver licensing and medical cards
  
- Traffic Rules and Regulations
  - Speed limits
  - Posted conditions
  - Procedures during emergency conditions
  - Follow directions of law enforcement or other public safety authorities as required
  
- Accident Procedures
  - Call for emergency medical assistance if any bodily injury occurs
  - Notify PCA and the contracting authority if any accident occurs immediately after
  - Remain accessible for interviews regarding accident
  - Complete all forms, reports, or other documentation required by PCA and the contracting authority on the same day of the accident
  - Driver sent by manager for drug and alcohol testing

**6. ADA Equipment and Other Assistance to Persons with Disabilities:**

- Proper areas for boarding and unloading passengers in wheelchairs
- Review vehicle specs for lift-gates
- Review interior space for safe and convenient wheelchair placement
- Proper use of lifts and tie-downs

7. **Finally**, all employees are required to attend and satisfactorily pass any and all orientations and/or training seminars being offered by the location we are about to begin servicing. PCA requires each of their employees to abide by and maintain the standards established by each new location for their own employees and we in turn will hold them to these standards as well.

**PASSENGER RELATIONS**

PCA places significant emphasis on passenger relations in our driver-training program. All drivers and support personnel are trained in passenger relations using the following curriculum:

**Fundamentals of Establishing Rapport with Riders:**

- Greet all passengers boarding with a smile and a sincere “hello,” “how are you,” “welcome aboard”
- Be knowledgeable of:
  - Routes...to familiarize them with the system for their needs
  - Time...to help them use the system efficiently







- Destinations...to get them where they're going such as schools, shopping, hospitals, and other locales
- Engage in friendly small talk at stops
  - Friendly talk is a friendly experience
  - Let them appreciate good service even more
  - Learn about the customer to serve them better
- Pleasant farewell
  - Thank them for using the bus
  - Wish them a nice day
  - Get them to smile as they leave

### **Accommodate Needs:**

- Learn how to be flexible with time and apply knowledge of routes to serve customers better and to stay on time within traffic conditions.
- Anticipate and organize time to meet all special drop requests
  - Review reports to determine peak hour demand
  - Judge traffic level correctly
  - Always remain within speed limits
- Provide physical assistance when necessary
  - Assist handicapped with ADA-equipment
  - Assist elderly with boarding, seating and departing as necessary

### **Sensitivity Training:**

- Patience
  - Know the customer and their needs such as seniors, students, business commuters, shoppers, and tourists
  - Retain helpful and friendly demeanor at all times
  - Do NOT let a bad day get the better of you
  - Assure them you will make extra effort to help them
- Good communication skills
  - Listen to their needs and concerns
  - Respond professional and compassionate, NEVER curt and condescending
  - Take extra moment to answer questions simply and completely

### **Route Familiarization**

- Study route and specific driving conditions
- Ride designated route with Field Supervisor or Lead Driver for five days
- Learn connecting destinations and other points of interest for riders

### **Vehicle Operations and Driving Evaluation**

- Drive vehicle under controlled conditions
- Drive designated route with Field Supervisor for three days



- Emergency situations including evaluation of passengers
- Receive final performance evaluation
- Review evaluation with supervisor
- Perform additional field or written testing if needed

## MANAGEMENT AND STAFF

### PERSONNEL TEAM DESCRIPTION

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#### Project Manager

The Project Manager's primary responsibility is the monitoring of all services related to this transportation operation. The Project Manager serves as a liaison with representatives of the contracting authority. During the first several weeks of operation, the Manager assumes a major role in implementing the transition to PCA service. When service commences, the Project Manager coordinates personnel deployment; vehicle maintenance, performance evaluations, administrative support and reviews project accounts (if applicable). This includes, but is not limited to, conducting on-site training (riding with drivers) to monitor efficiency, safety, and customer service, assigning personnel, generating and submitting all required operating reports, monitoring ridership levels, and responding to customer comments or complaints within 24 hours. The Project Manager will consult with the Cities' staff to monitor and adjust the operating system to remain within budget. The Project Manager will be on-site during service operating hours and will be available via cellular phone anytime to provide immediate assistance if a major disruption or other significant problem occurs.

The performance goals of a Project Manager are to ensure that service meets or exceeds the expectations of passengers and the contracting authority consistently, to ensure the accuracy of financial reporting and billing, and to engender excellent labor/management relations.

- PCA proposes **Mr. Mario Cadenas** to serve as the Project Manager.
- Mr. Mario Cadenas offers substantial experience in all facets of transportation and fleet maintenance, managing PCA contracts, and supervising drivers.
- Please see below for contact information of person whom can verify Mr. Cadenas experience:

[Jose Medrano - Transit Operations Manager](#)  
 400 S. Taylor Avenue  
 Montebello, CA 90640  
 Ph 323.558.1625 Ext 201  
[josemedrano@cityofmontebello.com](mailto:josemedrano@cityofmontebello.com)

#### Road Supervisor

A Road Supervisor remains on-duty and in communication with Drivers during all operating hours. They ensure buses leave at scheduled times and that Drivers inspect them to PCA standards before departure. Road Supervisors authorize the use of back-up vehicles as necessary. They



observe, evaluate, and document driver performance for the employees' personnel files at least once per calendar month. They conduct monthly Safety Meetings and enforce all PCA standards of performance and take disciplinary action if necessary. They train new drivers on the service routes and provide additional training and information to current employees as needed. They provide lunch relief for drivers or assume driving responsibilities whenever a driver is unavailable. Transportation Supervisors report to the Project Manager.

The goal of the Supervisor is to ensure drivers perform all duties according to the service contract and with the highest level of safety as required by PCA, Contracting Agency, and state authorities. Their hands-on presence in the field is to achieve maximum transportation efficiency.

### **Driver**

All PCA drivers possess a valid Class "B" or higher license with Passenger Endorsement from the state in which they operate vehicles. All drivers possess a current Medical Examiners Card. They must maintain an excellent driving record professionally and personally and must report any activity on their license during active employment with PCA Transportation (All PCA drivers are enrolled in the DMV's Pull Notice Program). All Drivers are subject to Random Drug & Alcohol Testing which are performed on a quarterly basis. PCA trains and requires Drivers to maximize the safety of passengers, pedestrians, and other vehicles, to obey all traffic rules, to report mechanical deficiencies on their vehicle, to maintain a professional appearance and demeanor at all times. Additionally, Drivers complete Pre-Trip inspections on their vehicles, reports for passenger counts, stop times, mileage, etc., and incident or accident reports. They fuel their vehicles after a shift or at a designated time during a shift. They return their vehicle to its designated space after a shift and lock it securely. The performance goal of the Driver is to provide the safest, most efficient, and most courteous service possible. They must serve as the best representative of PCA and the contracting authority since the Driver is the only contact patrons have with the transportation service.

### **Fleet Manager**

At PCA, fleet managers play a pivotal role. Our fleet managers are responsible for assisting with the selection and maintenance of vehicles in order to keep deliveries and distributions on schedule. In order to succeed, PCA's fleet managers have significant experience and skills in operations, logistics and using software programs to monitor both fleets and drivers.

Our fleet managers also work with our VP of Transportation to make decisions about what kind of vehicles to purchase and how many (if applicable). When our vehicles are no longer useful for the fleet, the fleet manager will assist with the marketing and resell procedures.

Fleet managers are responsible for maintaining impeccable records. They assist our Permits division with registration and licensing of all vehicles and keeping all inspections up to date. They keep records to prove that the fleet company is in compliance with all state and federal regulations.

### **Maintenance Technician**

All maintenance technicians are ASE certified. They are responsible for performing their assignments to completion efficiently and timely. They seek out assistance if they experience unfamiliar complications,



report unusual wear and tear, and prepare diagnostic and other types of reports to maintain a complete and accurate maintenance history on each vehicle they service. All technicians attend safety meetings, review new information on parts and perform preventative maintenance on entire fleet as posted on new bulletins.

## **Safety Manager**

PCA's Transportation Safety Manager directs the transportation safety management process and provides overall support and guidance to our regional, area and local transportation operations. The Manager coordinates with Fleet Management, Operations Management, as well as our Vice President of Transportation in creating and implementing short- and long-term strategies, ensuring our goal of building and maintaining a culture of safety within the organization.

The PCA Safety Manager will also introduce and oversee processes and regulations to better maintain oversight of all regulatory compliance status; providing training and development for all management and frontline operators.

Lastly, the transportation safety manager works with our Executive Vice President to coordinate and manage the accident and claims process; assists with conducting audits and inspections of the transportation safety management process.

**ATTACHMENT:** Resumes



## CORPORATE MANAGEMENT STRUCTURE

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**Alex Martin Chaves:** Chief Executive Officer

Alex Martin Chaves has worked in the parking, fleet and transportation industry his entire professional life. His expertise in developing parking, fleet and transportation service companies is the strength he possesses to lead the PCAM (Parking Company of America Management) group of entities today. Under his leadership as Chief Executive Officer, PCAM has embarked on an aggressive and profitable program of developing new parking locations nationwide, securing transportation accounts, and acquiring established parking service and vehicle maintenance companies.

He entered the family business during high school working weekends as a Site Manager at locations in Los Angeles and San Francisco and started his own company during his college years securing several contracts in the Los Angeles area. By the late 1980s, he facilitated impressive growth with his parking service company, 100% in three consecutive years, by employing a full-time professional sales force and by the acquisition of an established parking company in Southern California. Clients currently include Hilton, Hyatt, and Marriott Hotels, several premier office buildings, upscale restaurants, hospitals and country clubs in California and elsewhere.

In 1995, Mr. Chaves started PCAM's Transportation Division, which includes shuttle services for fixed-route continuous service, demand-response commuting service, and ADA certified transportation service of hospital patients and the disabled. Since then, Mr. Chaves has devoted much effort to acquire and develop over 250 acres of off-airport parking properties and related enterprises nationwide. He was particularly instrumental in securing private and institutional lending to purchase real estate for new parking developments, existing facilities for reorganization, and an established fleet service company which maintained fleet vehicle contacts in and around Los Angeles County.

During the past several years, he has guided the Company to another level of unprecedented growth. From off-airport locations across the United States, he envisions continued expansion in those markets of every other division in the company: parking management, transportation, and fleet services.

In 2012, Alex opened a new facility at 3100 Sylvan Road in Atlanta, GA. Peachy Airport Parking is the closest Atlanta ATL off-airport parking facility. He purchased a 500,000 sq' warehouse and converted it into a completely Indoor parking facility with 1,500 parking spaces. Additionally, Alex developed an Outdoor facility with 1,500 spaces for a total of 3,000 parking spaces. The indoor facility is Atlanta's only completely enclosed, indoor & climate-controlled Parking Facility.

Mr. Chaves is a graduate of Loyola-Marymount University of Los Angeles with a Bachelor of Science in Business Administration. Currently he is an active member of the LMU Latino Alumni Association where he serves as President. He received LMU's Distinguished Alumni Award and in 2012 he was selected as one of 58 distinguished LMU alumni who have excelled in their fields: the profiles of the honorees are featured in the "I AM LMU" exhibit lining the hallways of the Charles Von Der Ahe Building on the LMU campus. Mr. Chaves serves on LA 2024 (Los Angeles 2024 Olympics Board of Directors). Additionally, Mr. Chaves is a former member of Loyola Marymount University Board of Trustees, a former Board Member of the East Los Angeles YMCA and a former Board Member and Chapter Chairman of the Young Presidents'



Organization (YPO) San Gabriel Valley Chapter, a prestigious international professional organization recognizing the accomplishments of company presidents and chief executive officers before age 40. He is a member of the YPO SGV Gold and YPO Angeleno Gold Chapters. In addition, he is an avid golfer and member of the Los Angeles Country Club, and a member of the California Club. Mr. Chaves and his wife Nora have four children and reside in Manhattan Beach, California.



**Eric Chaves:** President, General Counsel

Eric Chaves is President and General Counsel for PCAM, LLC d/b/a Parking Company of America (PCAM) and has been with the company since 1997. He has been an important part of the company's exponential expansion in PCAM'S parking and transportation services by spear heading the company's acquisition and organic growth strategy. He oversees the day-to-day operations of PCAM which has over 1,000 employees and over \$50,000,000 in annual sales. All senior management reports directly to him. As head of the Legal Department, he approves all contracts, the legal side of all transactions, manages litigation, and controls special legal work by outside counsel.

Mr. Chaves is a founder and former board member of ProAmerica Bank, in Los Angeles, the largest Hispanic owned bank in Los Angeles, which was later sold to Pacific Commerce Bank in early 2016. Mr. Chaves is also board member of the Georgetown Law Center, Los Angeles Library Foundation and Young Presidents Organization (Beverly Hills Chapter). He was also a former Civil Service Commissioner of Los Angeles.

He is or has been a member of the California State Bar, the American Bar Association, the Los Angeles County Bar Association, the Los Angeles District Court, Mexican American Bar Association and the Central District Court of California.

Mr. Chaves received his JD from Georgetown University Law Center in 1992. He earned his BA in Political Science from the University of California at Los Angeles in 1989.



**Renee Valdes:** Executive Vice President

Mrs. Renee Valdes, Executive Vice President, has worked for Parking Company of America her entire professional life. Renee started working in the family business at the age of 15. Starting as parking booth cashier, Renee went on to oversee Parking Companies of America's airport operations encompassing 21 parking operations from coast to coast.

Most recently, Renee oversees the companies Auditing, Risk Management and Human Resources Departments, encompassing compliance, insurance operations and Workman's Compensation. Insurance Safety and Compliance are a number one priority. Her diligence and guidance have resulted in a safe work environment for PCA's entire staff.



Mrs. Valdes is a graduate of University of California, Irvine, earning a bachelor's Degree in business.

Currently, Renee serves on the following boards:

- Dolores Mission
- Habitat for Humanity
- Archdiocese of Los Angeles Cardinals Awards Dinner
- Catholic Education Foundation
- Catholic Association of Latino Leaders

Past Board Affiliations:

- St. Marks Episcopal School Board of Trustees
- St. Philip The Apostle School Board (President)
- Ronald McDonald Camps Board Member
- Weingart YMCA Board member

Renee is a Lady, in the Equestrian Order of the Holy Sepulcher of Jerusalem, a member of Legatus and a member of the California Club and Annandale Golf Club.

Renee has been Married for 25 years and has two adult daughters. She and her husband reside in Pasadena, CA.



**Pep Valdes:** Executive Vice President

Mr. Valdes has worked for Parking Company of America for the past 10 years. Pep is responsible for overseeing and implementing all aspects of business development activities including location start up and management. Pep based in Los Angeles and serves as PCA's liaison and representative to the contracting authorities. Through his extensive experience in the parking and transportation industry, Mr. Valdes has been instrumental in the continued growth of PCA. Prior to joining PCA, Pep spent 30 years in the Mortgage Industry overseeing and managing a sales force 150 strong.

Mr. Valdes believe in giving back to the community, he currently serves on the following Boards:

- Board of Directors, YMCA of Metropolitan Los Angeles
- Board of Trustees at PBS So Cal
- Board of Governors at White Memorial Medical Center,
- Member and Past Board Chair of the White Memorial Medical Center Charitable Foundation,
- Board of Trustees, National Association of Elected & Appointed Officials (NALEO) Education Fund
- Board Member and Past President of the Los Angeles chapter of the Catholic Association of Latino Leaders (CALL)
- Committee Co-Chair for the Queen of Angels Center for Priestly Formation.
- Member & Past President of Legatus



Past Board affiliations:

- Past Board President of the Board of Trustees at East L A Classic Theater
- Past Board member and Secretary of the Pasadena YMCA
- Past School Board Member of Blessed Sacrament School

Mr. Valdes is a Knight of the Equestrian Order of the Holy Sepulcher of Jerusalem, a member of the California Club and Annandale Golf Club. Pep has been married for 25 years and has two adult children. He resides in Pasadena, CA.



**Suzie Cooley:** Senior Vice President

Suzie Cooley is currently the Senior Vice President for PCA and has been with the company since 2006. She is responsible for more than 1400 employees in more than 185 locations. All Vice Presidents report directly to her. Mrs. Cooley has more than 25 years of experience in the management of Operations, Human Resources, and Safety and Compliance within the Parking and Transportation Industries.

Mrs. Cooley attended California State University Long Beach where she majored in Business Administration. She later obtained her Master's Degree in Human Resources Management from Trident University International.

She maintains memberships with Society of Human Resources Management (SHRM), California Chamber of Commerce (CCC), and National Seminars (NST). Mrs. Cooley strives to continue her education in current processes and operational training programs to create new and exciting training programs for our staff.

Mrs. Cooley has spent more than 20 years volunteering to raise money for Hospice programs through CHW, where she coordinated the activities of 200 plus volunteers and provided Fund Raising Event planning. Mrs. Cooley is an ardent supporter of the Long Beach Police Officer's Association (LBPOA). She is also an active volunteer with Elementary and Junior High Schools and The Boys and Girls Clubs, providing counseling and guidance to our youth, as they are our future.

Mrs. Cooley is very passionate about preserving our environment for future generations and is a member of the National Parks Conservation Association (NPCA) and participates in coastal and desert clean-up activities regularly. She is also a volunteer with the Bureau of Land Management (BLM), helping to care for our nation's natural and cultural resources.





### **Mario Cadenas: Vice President of Transportation**

Mr. Mario Cadenas has been employed with PCA for more than 24 years. In 1997, Mr. Cadenas was transferred to the Transportation Management Division as a Driver, bringing with him more the 12 years of experience in the parking industry. In 1998, he acquired his credentials as a DMV Certified Trainer for Class "B" Licensed drivers and was shortly promoted to Transportation Supervisor. His responsibilities consisted of reviewing driver vehicle operations, training drivers, overseeing drivers conducting their vehicle inspections, conducting unobserved road checks, and conducting random inspections for safety and regulations.

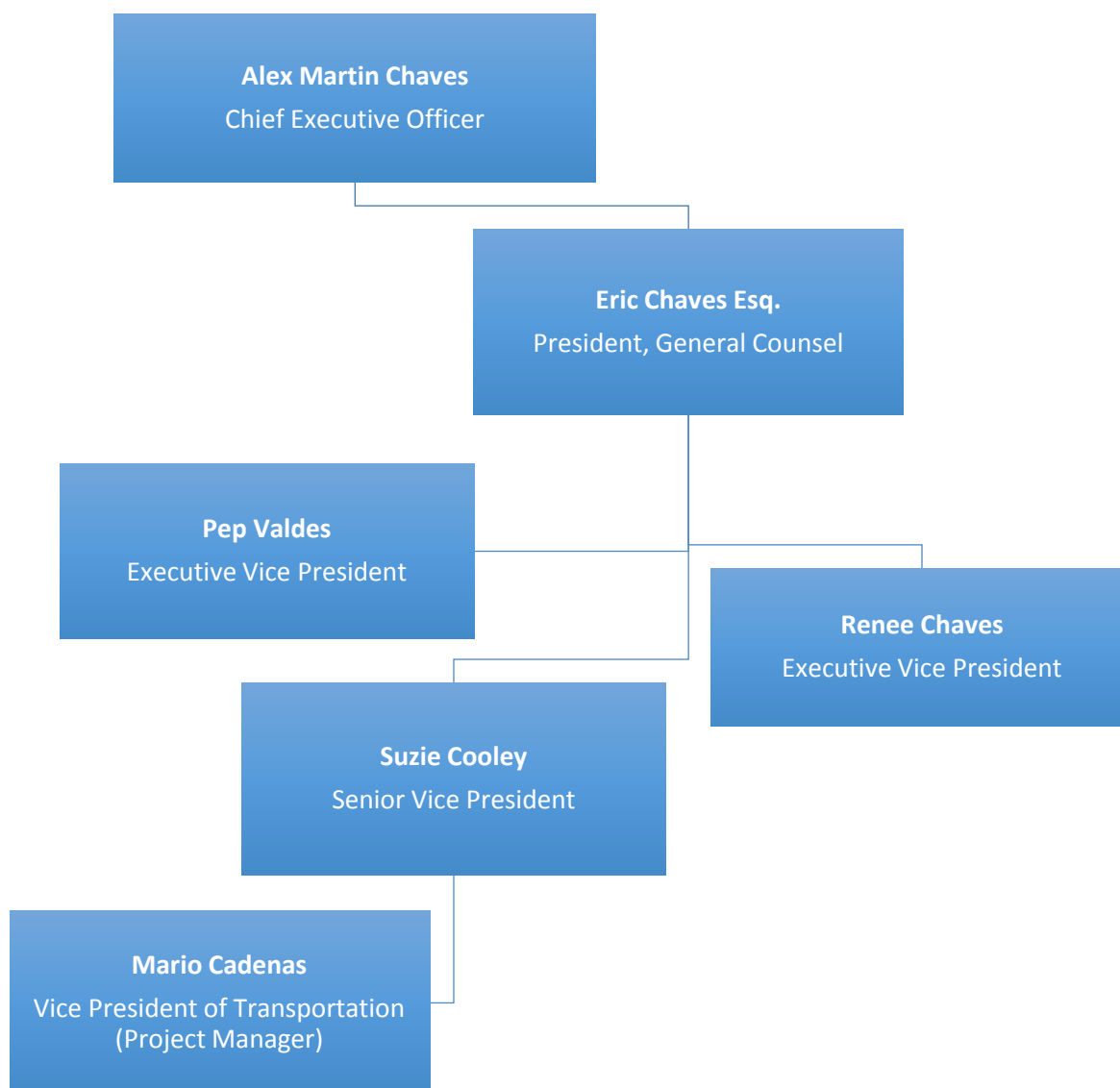
Now, as the Vice President of Transportation, Mr. Cadenas is responsible for the day to day operations of our Transportation Management Service Division, including the management and training of over 110 employees, acting as the liaison between contracting authorities and PCA, and overseeing 18 transportation service contracts, including Harbor UCLA Medical Center, Montebello Link, City of Cudahy, City of Maywood, Union Bank of California, Space X, City of San Fernando, Telacu Management, City of El Monte, and more.

Mr. Cadenas is instrumental in the success of PCA, taking on numerous tasks and responsibilities including but not limited to:

- Submit NTD reports for the contracts
- Perform monthly safety meetings
- Teach all drivers the TELE TRACK SYSTEM
- Complete knowledge of all routes and information; Teach new and existing drivers the routes
- Maintain and submit the necessary paper work for invoice payment for all transportation expenses
- Complete working knowledge of all areas of a contract
- Interview and hire all new employees
- Reward, discipline, and terminate employees when applicable
- Generate and post employee work schedules
- Respond to inquiries and requests from the Contract Administrator
- Respond to comments, compliments, and complaints within 24 hours
- Train all new drivers completely
- Enroll new drivers in Employer Pull Notice Program
- Ensure all buses have been properly inspected before departure, as well as leave the yard on time
- Perform vehicle Operation Review
- Ensure all drivers arrive to office on time
- Responsible to perform the 45 days CHP inspections
- Ensure all drivers wear complete uniform
- Responsible for all special shuttle requests
- Dispatch drivers with maps to special shuttles services
- Respond to any call(s) during the weekend
- Available 24 hours a day

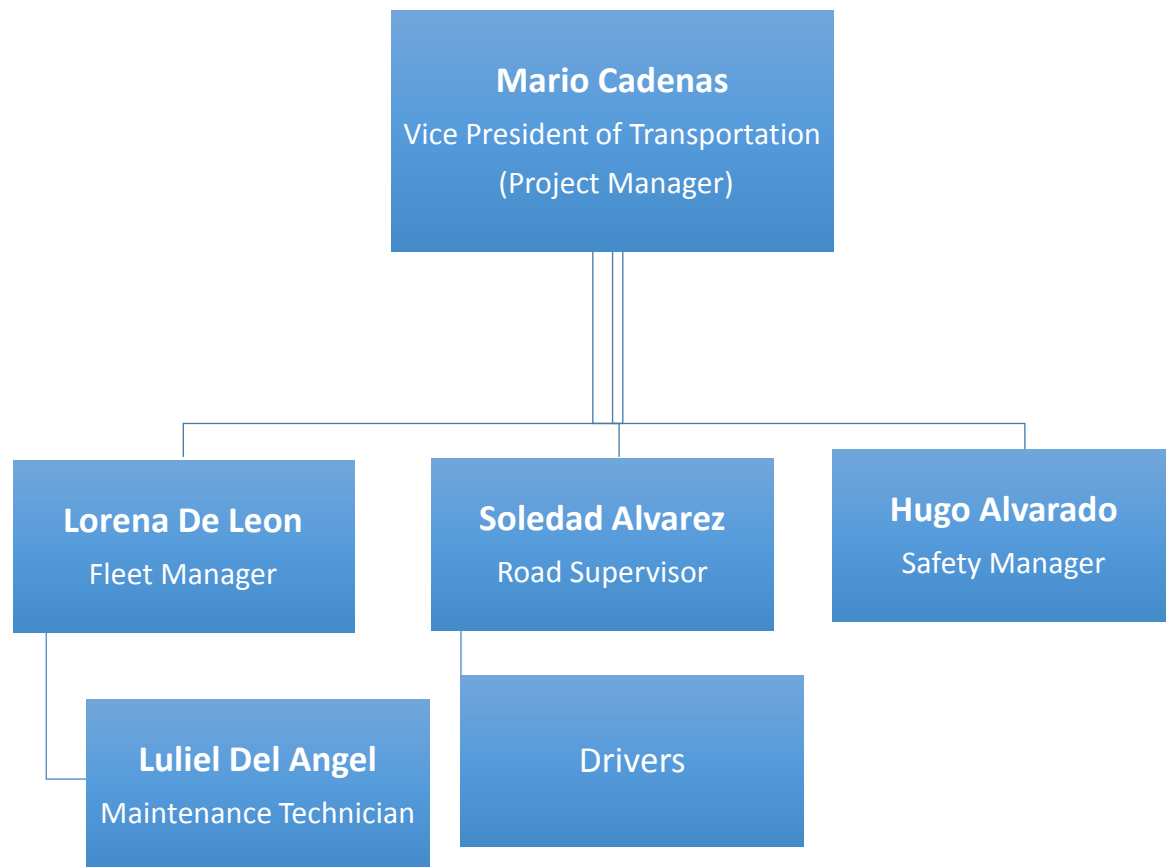


## TRANSPORTATION OPERATIONS TEAM ORGANIZATIONAL CHART





## PROJECT TEAM ORGANIZATIONAL CHART



## TRANSPORTATION OPERATIONS MANAGEMENT AND PROJECT TEAM

The Transportation Operations Team works closely with our frontline project team on a daily basis to ensure our standards are maintained. PCA's Transportation Operations Team is comprised of the following team members:

- **Ms. Renee Valdes:** Executive Vice President
- **Ms. Suzie Cooley:** Sr. Vice President
- **Mr. Mario Cadenas:** Vice President of Transportation
- **Ms. Nathalie Rodriguez:** Human Resources Manager
- **Ms. Laura Lara:** Payroll Manager



The Project Team is comprised of the following team members:

- **Mr. Mario Cadenas:** Vice President of Transportation (Project Manager)
- **Lorena De Leon:** Fleet Manager
- **Soledad Alvarez:** Road Supervisor
- **Hugo Alvarado:** Safety Manager
- **Luliel Del Angel:** Maintenance Technician
- **Drivers**

## EMPLOYEE BENEFITS

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PCAM, LLC is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at PCA. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, employee will receive Summary Plan Descriptions, which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions employee may contact Human Resources.

The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

The Company offers the following employee benefits:

- Health Insurance – Employer pays 72.50% of Monthly Premium for employee coverage
- Dental Insurance – Employee pays 100% of Monthly Premium
- Vision Insurance – Employee pays 100% of Monthly Premium
- Group Life Insurance
- 401(k) Plan

## BENEFIT ELIGIBILITY

### Health, Dental, Vision Insurance

PCA provides a comprehensive medical insurance plan for eligible employees and their dependents. PCA full time employees become eligible for benefits 1<sup>st</sup> of the month following the sixty (60) day waiting period. Part Time employees who work 30 or more hours a week become eligible for benefits 1<sup>st</sup> of the month following the sixty (60) day waiting period. In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage.





## Retirement Plan

PCA provides an employee funded only 401(K) plan for eligible employees. Employees can take advantage of this benefit as soon as they have met their plan's age and service eligibility requirements. Please see below:

- 21 years of age on the next plan entry date
- Employee must have completed 2 month(s) of service by the next plan entry date.
- Eligibility for company contributions differs from above.
- Entry into the plan occurs periodically throughout the year.

## Group Life Insurance

PCA provides a Group Life Insurance with the following coverage available. Basic Life Term, Voluntary, LTD-Percent Benefit, Voluntary Term life, Long Term Disability (LTD), and Short-Term Disability (STD). All eligible participants will receive a summary plan description. All Full time and Part time employees will be eligible for the Group Lift Insurance on the 1st of the month following the sixty (60) days waiting period.

## EMPLOYEE ACCOMMODATION PROGRAMS

### EMPLOYEE INCENTIVE PROGRAMS

PCA's greatest resource is its employees. Recognizing this, PCA empowers every employee with the knowledge that he/she has access to the full resources of the Company. This knowledge enables each employee to make a significant contribution to the improvement of the Company and its operations. Sub-standard employee performance is addressed immediately with corrective measures including training, counseling, and, if necessary, disciplinary action. Performance above and beyond Company standards is recognized with motivational award programs.

In every transportation service provided by PCA, the following motivational award programs are implemented:

- Employee of the Year
- Manager/Supervisor of the Year
- Driver of the Month
- Driver of the Year

### Additionally, PCA Routinely Host:

- Holiday Parties
- Barbecues
- Employee Birthday Celebrations
- Company Newsletter

## RETENTION PLAN

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The transportation industry has a reputation for high turnover and transient employees. Yet, PCA prides itself on the longevity of many employees in each division of the company. Indeed, many employees have progressed steadily through positions of increased responsibility and into management. Some employees have had continuous employment with PCA for more than ten years.

***Approximately 50% of the work forces have been employed by PCA for three years or longer. Over 50% of the Managers were promoted from within.***

The Company conducts new hire performance evaluations and annual evaluations of all hourly employees. PCA looks for conscientiousness, leadership, and efficiency. The Company offers an employee-mentoring program to assist in either obtaining permanent employment or professional advancement. The Transportation Division offers a driver training program to qualify employees for a Class B License with a passenger endorsement.

Staff turnover has been at a very low percentage company-wide for PCA. The key is hiring management that makes the workplace conducive for all employees. The management team must also set the example and be available to listen to employees' concerns. PCA plans to pursue this focus with all of the retained employees from the previous contractor.



## DISCIPLINARY PROGRAM FOR DRIVING PERSONNEL

PCA's greatest resource is our employees. PCA empowers every employee with the knowledge that he/she has access to the full resources of the Company. This knowledge enables each employee to make a significant contribution to the improvement of the Company and its operations.

Sub-standard employee performance is addressed immediately with corrective measures including re-training, counseling, and, if necessary, disciplinary action. Performance above and beyond Company standards is recognized with motivational award programs. Below are a few examples of PCA's policies regarding employee conduct. These policies and more are stated in PCA's Employee Handbook, which can be provided upon request.



## PUNCTUALITY AND ATTENDANCE

PCA complies with all State and Federal labor regulations and record keeping requirements. PCA expects its employees to be punctual and regular in attendance. Any tardiness or absence causes problems for fellow employees and customers. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. If an employee is unable to report for work on any particular day, the employee must provide reasonable advance notice to the supervisor before the time the employee is scheduled to begin working for that day. If the employee fails to provide reasonable advance notice before the scheduled start time to begin work and does not arrive in time for the assigned shift, the employee will be considered tardy for that day.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated and appropriate disciplinary action will be taken by PCA, up to and including termination from the company. Generally, if the employee fails to report for work without any notification to the supervisor and the absence continues for a period of two days, PCA will consider that the employee has voluntarily abandoned or quit employment.

## PROCEDURES FOR EXCESSIVE CALL-OUTS AND/OR NO SHOWS

PCA takes driver attendance very seriously as we understand that any tardiness or absence causes problems for fellow employees and customers, and this is a substantial element in producing reputable and successful service levels. PCA expects its drivers to be punctual and regular in attendance. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. If a driver is unable to report for work on any particular day, the driver must provide reasonable advance notice to the supervisor before the time the driver is scheduled to begin working for that day. If the driver fails to provide reasonable advance notice before the scheduled start time to begin work and does not arrive in time for the assigned shift, the driver will be considered tardy for that day. Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated and appropriate disciplinary action will be taken by PCA, up to and including termination from the company. Generally, if the employee fails to report for work without any notification to the supervisor and the absence continues for a period of two days, PCA will consider that the employee has voluntarily abandoned or quit employment.

In the event the driver is unable to show up for the assigned shift, PCA is able to have an alternate driver at a moment's notice. With over 1,400 employees, PCA is able to reschedule drivers and will ensure that drivers will always be available to operate during specified hours. Our on-call emergency call-in procedure guarantees there will never be a lapse in coverage.

A sample absence report is shown on the next page.



### ABSENCE REPORT

EMPLOYEE NAME	EMPLOYEE #	TODAY'S DATE
LOCATION	MANAGER	DATES ABSENT

Reason for absence:

- ☐ Illness
 ☐ Accident on job (Worker's Comp)
 ☐ PTO
- ☐ Vacation
 ☐ Family Leave Act (unpaid)
 ☐ Other \_\_\_\_\_

Employee requesting pay?

- ☐ No
- ☐ Yes If yes, please specify amount of hours to be paid: \_\_\_\_\_

COMMENTS:

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EMPLOYEE SIGNATURE: \_\_\_\_\_

To Be Completed By Supervisor:

- Reported on First Day Absent: ☐ Yes ☐ No
- Considered by Supervisor as: ☐ Excused ☐ Unexcused

Payroll Department

Vacation Hours Available \_\_\_\_\_

Sick Hours Available \_\_\_\_\_

**THIS FORM MUST BE APPROVED BY MANAGER AND SUBMITTED TO PAYROLL AT LEAST ONE WEEK BEFORE THE PAYDATE REQUESTED**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_





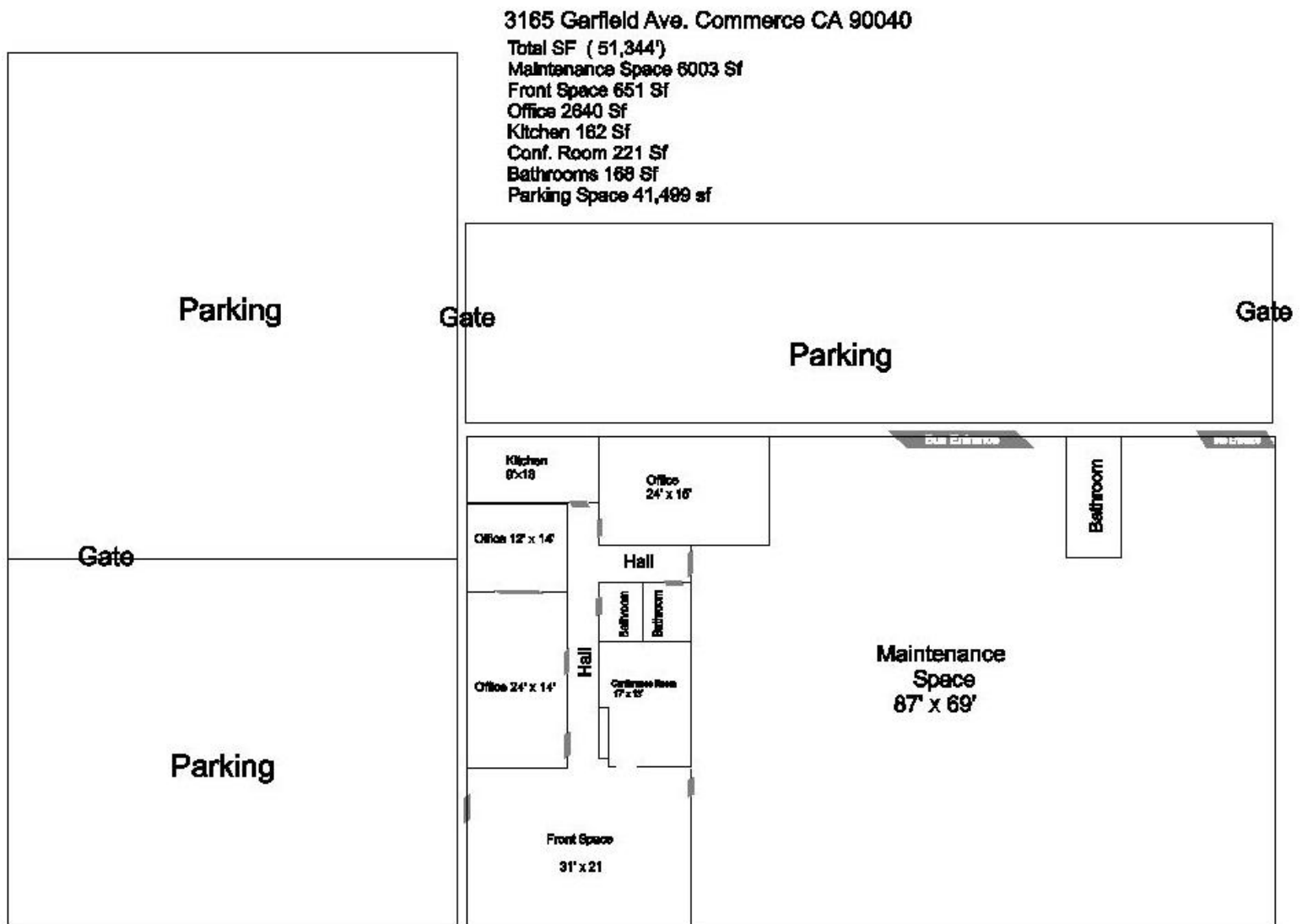
## OPERATIONS

### FACILITY

3165 Garfield Ave  
Commerce, CA 90040

#### Facility Floor Plan

PCA offers excellent logistics for the dispatch and maintenance components of this transportation service. Industrial (1.178 Acres 4 Offices, Maintenance Facility: capacity 5 vehicles at the time). Our City of Commerce facility is within easy access to Highway 5. This central location allows PCA to service all routes with minimal deadhead mileage and time. This facility also houses our administrative offices, dispatch center, training center, and permitted vehicle maintenance operations.





## TRANSIT OPERATIONS

- **Vehicle Operator Review:** Conducted on every 45 days or every 3000 miles. This review serves as a review test for vehicle operators. Failure to pass this review will result in retraining.
- **Internal Schedules Review:** Supervisor / Manager will review schedules and monitor call with dispatcher to ensure the efficiency of the program.
- **Daily Passengers:** In house transportation analyst will review the daily passenger report from the driver to ensure accuracy for the NTD submission.
- **Unobserved Road Check:** Conducted at any time during service hours to ensure that the vehicle operators are not maneuvering illegally or violating any laws. Failure to pass an unobserved road check will result in retraining and up to termination depending upon violation.
- **Unannounced Ride Along:** Supervisors show up at any stop and ride along in the vehicle to ensure that the vehicle operator is not in violation of any law and is greeting the customers in a cordial manner as well as ensuring that the operators are in proper uniform and have a neat appearance. Failure to pass an unannounced ride along will result in retraining and up to termination depending upon violation.
- **Daily Bus Report (DBR):** Supervisors will review the operator's daily vehicle report to ensure that the operators are checking the vehicles properly. Failure to properly conduct a DBR may result in disciplinary action.
- **Unannounced Vehicle Inspection Checks:** Road supervisors, trainers, or managers will observe the vehicle operators while they conduct their daily vehicle inspections to ensure that the vehicles are inspected thoroughly. Failure to pass this inspection check will result in retraining.
- **Unannounced Fare Audits:** Supervisors routinely perform unannounced spot audits of fare collection procedures and reconcile collected fares versus reported passenger counts.

In addition to the above, PCA also internally tracks and measures the following benchmarks and statistics to further improve services on a continuous basis:

- Driver Productivity (Attendance, Timeliness, Etc.)
- Vehicle Maintenance
- Driver and Passenger Safety and Security (Accidents, on-board crime, etc.)
- Reporting (Financial, Data Analytics, etc.)
- Compliance with Local, State, and Federal Regulations
- \*Complaint Recording and Reporting
- Training

\*Upon notification of a concern regarding customer service, the employee in question is assigned to visit our HR Department for a series of retraining modules and videos.



## SECURITY PROGRAM

### SECURITY

Vehicles are stored in gated yard located at 3165 Garfield Ave, Commerce, CA 90040. Shuttle driver's must check-out vehicle keys (equipment) at the beginning of their shift with Fleet Manager and must check-in vehicle keys (equipment) with Fleet Manager when drivers return to yard.

### FARE COLLECTION

At the end of route, drivers will deliver the fare boxes to the PCA road supervisor at 3165 Garfield Ave, Commerce, CA 90040. Once the fare box is received by the road supervisor. The fare box is emptied into a tamper proof money bag. The road supervisor delivers the fare collection to PCA's corporate office where fares are counted by a dispatcher (PCA staff) and 2nd dispatcher will verify the funds. Fares are totaled by each service route manually. Any undeposited funds will be stored securely in the PCA corporate office. Counted revenue will then be deposited into a PCA account designed solely for the City.

## EQUIPMENT REPAIR/REPLACEMENT

PCA will replace any malfunctioning vehicle within 20 minutes from the time of notification. The replacement vehicle will be dispatched from our Fleet Maintenance facility, located at 3165 Garfield Ave. in the City of Commerce. Once the vehicle is at PCA's assigned repair facility, a qualified service technician will follow the steps of inspection and will diagnose the vehicle repair.

PCA ensures we will always have spare vehicles available to cover the City of Bell Gardens Dial-A-Ride and Trolley program at no charge to the City.

## MANAGEMENT INFORMATION SYSTEM

PCA's email system is based on Microsoft Azure cloud platform and Office 365. Trend Micro and high availability firewall and security gateway are used local access security. PCA is able to provide emails for local remote users no matter where they are, in the office or in the field. Additionally, the email system creates public folders and corporate calendars in which all users can have access to and share information and resources throughout the corporation. Combined with Microsoft Antivirus and Anti-Spam gateways, it provides a powerful communication tool and protection against all malicious attacks and spam. As an added feature to our emails, PCA cloud-based software allows any email that is sent to our regular emails to be simultaneously delivered to an individual's smart phone for faster responses.

Our financial enterprise system used to generate monthly statements is Microsoft Dynamics GP. Please refer to attachment for sample monthly report.



## REPORTING

### VEHICLE BREAKDOWN

Every vehicle is equipped with 2-way radio communication and drivers are trained to contact dispatch center immediately once a breakdown occurs. The following information is very imperative to be reported:

- Vehicle Number
- Address / Intersection of where vehicle is at the time of the breakdown
- Detailed description of the problem if possible
- Dispatcher / Manager will dispatch mechanics immediately to the location
- Dispatcher / Manager will dispatch spare vehicle immediately once they received the report from the driver.
- Management also will dispatch a tow truck if necessary

To avoid the road safety risks associated with a breakdown, the following training is provided to the drivers for staying safe:

- Drivers will stop and park the vehicle in a safe place as far off the road as practical
- Avoid stopping around blind corners, just over crests, on bridges or where roads are very narrow
- Use hazard lights to warn other road users
- In poor light, activate the parking and emergency lights
- Triangles must be placed on the road, front and back of vehicle
- Drivers will not attempt to repair the vehicle
- If it is safe to do so, drivers and passengers will leave the vehicle and move behind a safety barrier if available. It is safer for the driver and passengers to keep away from the road and well clear of the vehicle, while waiting for help to arrive. If it is not safe to leave the vehicle, driver and passengers will stay in the vehicle and buckle up the seatbelt.
- Exit the vehicle if it's safer for the driver and passengers to exit via the passenger side
- Close the vehicle's bonnet once help has been arranged. If other drivers see an open bonnet they may stop to render assistance which could further compromise everyone's safety
- Once the replacement vehicle arrives drivers will transfer passengers if it is safe to do so and continue the route

### FARE COLLECTION

PCA will assume the responsibility for collecting the fare according to the fare structure established by the City of Bell Gardens. PCA will be responsible for counting the fares daily, reconciling the receipts with ridership reports, safeguarding, and depositing all fare revenues into a dedicated account as directed by the City of Bell Gardens. Revenues will be documented and available to the City of Bell Gardens monthly.





## SERVICE DATA COLLECTION AND REPORTING

PCA maintains accurate records of daily, weekly, and monthly inventory volume or other cumulative data regarding transportation operations as required. Such records include:

- Ridership reports
- Fare Revenue Collection
- Vehicle service hours (by vehicle revenue hours and total hours)
- Vehicle revenue miles
- Vehicle total miles
- Revenue (by route)
- Passenger travel time
- Daily bus reports
- Vehicle PM Inspections
- Accident and incident reports
- Employee training and turnover
- Complaints and compliments
- Problems and possible solutions
- Monthly reports and all supporting documentation
- Communications
- Personnel Evaluations

**Generally, PCA retains this documentation for up to five years or as required by a contracting authority.** Records and documents may be inspected anytime with reasonable notice.

## DATA ENTRY

1. The data entry clerk enters trip sheet information into an Excel Workbook which includes a “Daily Input” spreadsheet for City of Bell Gardens Public Transit Services. The following data is entered:
  - a. Driver name
  - b. Vehicle number
  - c. Time & Odometer – Leave PCA yard
  - d. Time & Odometer – First departure time at First Stop
  - e. Time & Odometer – Last departure time at Last Stop
  - f. Time & Odometer – Ending PCA yard
  - g. Passenger riders
  - h. Passengers fares
  - i. Regular passengers
  - j. Senior passengers
  - k. Children passengers
  - l. Free/Ticket passengers
  - m. Disabled passengers
  - n. Wheelchairs
  - o. No Shows/Cancellations



2. The above data is totaled in the Excel workbook by day, which links to other spreadsheets in the same workbook, including the monthly and weekend ridership summary reports.
3. The monthly operation summary calculates:
  - Total hours** (Leave yard to return to yard minus fuel time)
  - Total miles** (Leave yard to return to yard minus fuel miles)
  - Revenue hours** (First pick-up to last drop minus fuel time)
  - Revenue miles** (First pick-up to last drop minus fuel miles)

## TRANSPORTATION DATA REPORTING

In addition to the monthly reporting requirements, PCA shall collect, maintain and report transportation data to the City of Bell Gardens in accordance with the Federal Transit Administration's Uniform System of Accounts and Reporting System (hereinafter referred to as the National Transit Database ("NTD")).

\* Monthly NTD reports including but not limited to DH Miles, RV Miles, RV Time DH Time Total Passengers per mode Etc.

## ADVERTISING AND PROMOTION

PCA shall maintain an adequate amount of schedule pamphlets as well as pertinent information flyers at our Corporate Office located in Commerce, CA. As needed, our Road Supervisors will re-stock each individual bus to ensure that adequate supplies are met.

## INCIDENT, ACCIDENT AND COMPLAINT REPORTING AND PROCEDURES

PCA implements procedures to handle all incidents, accident or events that could possibly give rise to a claim for liability, thefts, vandalism, property damage, and customer complaints. Such procedure at a minimum will include:

1. Inspection of the vehicle on a regular basis, reporting any items of disrepair, inoperative and/or irregularities to the vehicles.
2. Immediately upon occurrence, report any accident, incident, or event that can result in a claim. PCA will provide a written report within 24-hours to the City.
3. Keep and maintain a log of all oral and written complaints received directly from the public. Logs will contain the following information:
  - a. Date
  - b. Nature of complaint
  - c. Copy of written complaints
  - d. What and when action was taken or why no action was taken

PCA will submit copies of complaints along with resolution within 10 days from receipt of the complaint to the City and forward copies of the logs on a monthly basis.



4. Have 24 hour; emergency contact numbers posted in the storage facilities (such as cell numbers and managers' home numbers).

Be able to resolve complaints relating to employee attitude, appearance, service, application of transportation policies, and other issues concerning the day-to-day operation of the transit services. PCA will forward any complaints outside the scope of service to the Cities' Project Manager within forty-eight (48) hours from receipt.

## HAZARDOUS CONDITIONS

PCA trains its drivers to know what constitutes unsafe road conditions and to use good judgment at operating their vehicles when such conditions occur. Accordingly, they follow these procedures.

- Drivers will notify the immediate supervisor as soon as possible if any adverse road conditions or other situations exist that potentially would interrupt scheduled service or provide a safety hazard.
- The Supervisor or designated representative will notify the appropriate contracting office representative or other designated authority or local Police Department.
- Schedule service will resume as soon as conditions permit.

## PASSENGER DISTURBANCES

Drivers are trained to address situations where vandalism, rude behavior, violence, etc. occur as part of PCA's initial and on-going employee training. Drivers will first contact their Supervisor and apprise them of the incident. The Supervisor will direct the driver in the appropriate plan of action. Above all, the safety of all of the passengers will dictate the immediate solution to the problem. If outside assistance is needed, the Supervisor will coordinate the required response. Incidents and disturbances involving passengers will be documented and a copy of the report will be forwarded to the City of Bell Gardens.

## MEDICAL ASSISTANCE

PCA's drivers will immediately contact their Supervisor upon discovery of an illness, injury, or accident involving a passenger. Supervisors will contact the appropriate authority as deemed necessary. Upon arriving at the scene, the Supervisor will complete a full report of the incident and submit a copy to the City of Bell Gardens as soon as possible.

## ACCIDENTS

- Inside all shuttles are incident/accident forms. Employees are instructed to fill out all required documents, properly and completely, if an accident occurs.



- All drivers follow specified contract and PCA accident contact procedures and immediately contact:
  - Local Security / Police Department
  - Emergency fire, ambulance, or Police units
  - Immediate supervisor
  - Contracting Cities' designated representative
  - Or other appropriate agency
  - PCA Corporate Office
- All drivers are equipped with Verizon Push-To-Talk radios. The devices function as two-way radios, and cellular telephones. All drivers remain on the same frequency with the ability to broadcast to the base station, to all vehicles, or to vehicles or persons individually on a private line.



# Information About The Accident

Nearest city or Town		State:	
Street or Highway		Posted Speed Limit	
Circle Direction of your Vh. # 1- N. E. S. W.	Circle Directions of others # 1- N. E. S. W.	Circle directions of others # 1- N. E. S. W.	
Police Department Name	NONE	Officer Name & Bage # None	NONE
Name of Rescue Squad:		NONE	
Was a summons issued to any one?		To Whom?	for what?

## ACCIDENT DESCRIPTION\*\* USE YOUR OWN WORDS

Complete the following diagram showing direction & position of all vehicle involved, designating clearly the point of contact

**Instruction**

# 1 Your Vehicle → pos vehicle

#2 Other vehicle

#3 Other vehicle

#4 Pedestrians

## PLEASE ANSWER ALL QUESTIONS

\* x " All Applicable Squares on Each Subject

Weather	Lighting	Road Surface	Road Description	Action of Driver	Vehicle#1	Vehicle#2	Vehicle #3
<input type="checkbox"/> Clear	<input type="checkbox"/> Dark	<input type="checkbox"/> Dry	<input type="checkbox"/> Straight	<input type="checkbox"/> Exceeded Safe Speed			
<input type="checkbox"/> Rain	<input type="checkbox"/> Dust	<input type="checkbox"/> Wet	<input type="checkbox"/> Curve	<input type="checkbox"/> On Wrong Side of the street			
<input type="checkbox"/> Wind	<input type="checkbox"/> Day Light	<input type="checkbox"/> Wind	<input type="checkbox"/> One way	<input type="checkbox"/> Have Right of Way			
<input type="checkbox"/> Fog	<input type="checkbox"/> Dawn	<input type="checkbox"/> Muddy	<input type="checkbox"/> Two Way	<input type="checkbox"/> Improper Turning			
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other remarks			
* What was the speed of all vehicle just prior to the collision ( Your opinion )							
* Were brakes applied before vehicles collided ( Yes ) or ( No )							
* Were there any skid marks after impact ? If so , approximately how long were skid marks in feet ?							
* Was any vehicle making a signal just before or during the accident ? If so With Kind ?							
* was any vehicle moved after coming to rest prior to the arrival of police (Yes) or ( No )							
* Were statements giving to the police or others (Yes) or ( no )							

**Other Information / Comments**

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PARKING Company of America 3165 Garfield Ave., Los Angeles, CA 90040			
<b>Preliminary Collision Report</b>		Police Report No.	
TRANSIT SYSTEM	Name of Company <b>PARKING CO OF AMERICA</b>	Phone No.	
TIME & PLACE	DATE	Location	
	TIME	PM X	Cross Street
RECORD FACTS ABOUT YOUR VEHICLE	Year	Make	License No.
	Veh. No.	Type	Used on:
	Registered Owner	Address	
	Name of Driver	Address	
	Driver SSN	D.L. No.	
	Describe damage		
Accident Reported to: Corp. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
Damage to Property of others	Owner		Address
	Driver Name		Address
	DL No.	Make & Model of Vehicle	Year
	Was other vehicle insured?	Name of insurance	Interinsurance Exchange of the Automobile Club
	Describe Damage (Insured Vehicle)		
	Other Vehicle:		
Persons Injured	Name: none	Name:	
	Address	Address	
	Phone No.	Phone No.	
	Was Ambulance at Scene? Yes No Hospital		
Vehicle occupants	Name:	Name:	
	Address	Address	
	Phone No.	Phone No.	



## INCIDENT REPORT

Location Number \_\_\_\_\_ Location Name \_\_\_\_\_ Date \_\_\_\_\_

Time of Incident \_\_\_\_\_ Employee Name: \_\_\_\_\_

Vehicle Description \_\_\_\_\_ Year \_\_\_\_\_ Make: \_\_\_\_\_ Model \_\_\_\_\_

Description of Incident

### Additional Information

Reported By: \_\_\_\_\_ Date \_\_\_\_\_

Copies Sent to:		
Manager		
Supervisor		
Claims Department		

This form should be used to report any damage to personal company or any remarkable incident. Please document in full detail the nature of the incident. By signing this document you are attesting that all the information you have provided is - correct and documented to the best of your abilities

ALTHOUGH THIS FORM MAY BE USED BY SUPERVISOR OR OTHERS FOR PRELIMINARY REPORTING OF INCIDENTS, IT IS NOT AN ACCIDENT REPORT AND SHOULD NOT BE CONSIDERED AS SUCH. INJURY TO PERSONS OR PROPERTY MUST BE COVERED BY A REPORT.



## Parking Company of America



### Customer Service Form

COMPLAINT ☐

COMPLIMENT ☐

SUGGESTION ☐

Customer Information

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

Address \_\_\_\_\_

Phone \_\_\_\_\_

Date of Incident \_\_\_\_\_

Time of Incident \_\_\_\_\_

Due Date \_\_\_\_\_

Employee Information

Employee Name \_\_\_\_\_

Location Incident \_\_\_\_\_

Date of Incident \_\_\_\_\_

Time of Incident \_\_\_\_\_

Nature of Complaint / Compliment / Suggestion

Drivers Attitude / Conduct ☐ Bus didn't show ☐ Employee Discourteous ☐

Careless Driving ☐ Employee Problem ☐ Scheduling concern ☐

Late for pick up ☐ No Ride Available ☐ Other ☐

CUSTOMER STATEMENT

SUPERVISOR INVESTIGATION

Description \_\_\_\_\_

Investigated By: \_\_\_\_\_ Date: \_\_\_\_\_

3165 Garfield Ave, Los Angeles, CA 90040 (562) 862-2118 Fax: (323) 720-9853





## PREVENTABLE COLLISION ACCIDENTS AND ROAD CALLS

PCA's average miles between preventable collision accidents and road calls for the last 3 years are 500,000, with approximately 12 road calls. PCA's average accident occurrence is 1.5 for every 500,000 miles for the last 3 years.

## SUBSTANCE ABUSE PROGRAM & EMPLOYEE COUNSELLING PROGRAM

Please refer to Substance Abuse & IIPP Attachment.

## DRUG AND ALCOHOL TESTING PROGRAM

PCA is audited by LPM Consulting Inc due to PCA being an FTA sub-grantee under the Los Angeles County Metropolitan Transportation Authority (LACMTA) Pass-through Program. Our goal is to ensure that we are always in compliance with the federal drug and alcohol testing rules -- 49 CFR Part 40, as amended (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 CFR Part 655, as amended (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations). All employees are required to undergo a pre- employment drug and alcohol test. Any new hire must have a verified negative test before performing any behind-the-wheel safety sensitive functions. The new hire is then to proceed to a two-hour substance abuse training session. Documentation of when safety sensitive functions begin will be documented and filed as well as the release of information form. All employees conducting safety-sensitive job functions are placed on the random drug testing pool which is completed quarterly.

PCA is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job
- Driving a Company vehicle while under the influence of alcohol
- Distribution, sale, or purchase of an illegal or controlled substance while on the job

Violation of these rules and standards of conduct will not be tolerated. PCA also may bring the matter to the attention of appropriate law enforcement authorities. In order to enforce this policy, PCA reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off



Company property will not be tolerated because such conduct, even though off duty, reflects adversely on PCA. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

PCA will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## VEHICLES

PCA will provide vehicles, per the RFP's requirements and specifications, with a delivery of time 30 to 60 days from receipt of purchase order. Temporarily service vehicles provided will consist of 3 Dial-A-Ride shuttles (2010 Ford F-450, 21 seats with ADA access) and 2/3 Trolleys.

## VEHICLE MAINTENANCE

### VEHICLE MAINTENANCE

PCA believes that proper and timely maintenance of vehicles provides safe and cost-effective results. PCA maintains a fleet vehicle program that tracks vehicle maintenance intervals by both time and mileage. PCA's Fleet Manager is responsible for updating the program daily to ensure that all vehicles are serviced on time. All services include inspection, lubrication, and replacement of parts based on vehicle manufactures recommended intervals and professionally accepted industry practices. State mandated safety inspections will be performed on time and vehicles that are found to have any deficiencies will have the necessary corrections made before the vehicle is returned to service.

Our maintenance program consistently receives 100% satisfactory grades from the California Highway Patrol on our annual inspections; this is a very evident factor in our on time and break down performance record. PCA has, in its history, always had a very low vehicle breakdown record and having our own team of professional mechanics is the main reason for our success.



## PREVENTIVE MAINTENANCE

**Preventive Maintenance-A** service will be performed every 200 hours based on hour-meter reading or three (3) months, which includes:

1. Safety Checklist
2. Tires-recording a tread depth of all tires, maintaining a minimum 3/32" tread depth, 5/32" for emergency and essential
3. Lights-exterior and interior lights and gauges
4. Windshield wipers
5. Fluid levels
6. Battery and charging system; clean terminals and check cables
7. Heating/air conditioning system
8. Exhaust system and exhaust hangers and clamps
9. Steering and suspension
10. Frame, cross members, and body joints
11. Driver shaft and U-joints

**Preventive Maintenance-B** will be performed on every ten (10) week. This PM activity will include items 1-3 in PM-A identified above and the following:

12. Inspect critical components (hoses, belts, etc.), replace worn or damaged components.
13. Inspect vehicle appearance (look for body damage, rust, interior condition, etc.)
14. Engine oil and oil filter change
15. Lubricate chassis, hinges, locks, etc.
16. Check and service emission control
17. Brake inspection- record remaining life (replace worn, damaged, or leaking components)
18. Service cooling system needed
19. Starter/charging system- check and repair or replace defiant components
20. Inspect air cleaner element and replace as needed
21. Inspect wheelchair lift; perform maintenance / repairs as needed

**Preventive Maintenance-C** will be performed on every fourth PM interval. This PM activity will include items 1-10 in PM-A identified above and the following:

11. Rotate and balance tires
12. Service front wheel bearings
13. Scope engine
14. Service automatic transmission, including adjustment, fluid change, and filter
15. Engine tune-up and emissions

When a vehicle enters a Fleet Service facility, a mechanic inspects its condition carefully to identify all mechanical deficiencies and safety needs. If the condition of a vehicle or equipment item exceeds normal wear and tear unexpectedly or may have been abused by the user, the assigned Technician



reports this in writing to the appropriate authority. Fleet Technicians and Working Lead Men remain alert to equipment or parts requiring excessive maintenance, repair, or indications of improper use by the user. Reports and statistical data from inspection reviews reveal this, as well as any premature failure of parts. Technicians or Working Lead Men report these conditions in writing immediately.

## CLEANING

- **Daily cleaning:** Limited interior sweeping, vacuuming, mopping (with a “wet” or “moist” mop), dusting, and removal of marks on panels, windows, and upholstery (including foreign matter such as gum, grease, dirt, and graffiti).
- **Weekly cleaning:** Interior washing of seats, floor, ceilings, walls, stanchions, grab rails, and interior glass of the destination sign.
- **Monthly cleaning:** All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, wheels, aluminum wheels, windows, panels, and door edge guards (with preservative) or as necessary to maintain an attractive appearance.

PCA is proud of our existing vehicle appearance program that promotes cleanliness both inside and outside the vehicle. All drivers are trained to maintain the vehicle they drive in an outstanding condition. Although the most important priority is mechanically safe vehicles, the cleanliness of vehicles receives an equal amount of attention by drivers and maintenance personnel.





## REQUIRED ATTACHMENTS

- Staffing Plan
- Statement of Principals
- Proof of Liability Insurance
- Sample Invoice and Monthly Report
- Dial-A-Ride and Fixed Route Brochures
- Income Statements & Balance Sheet – **Enclosed in Separate Confidential Envelope**
- Addendum Acknowledgement Form

## ATTACHMENTS

- Project Manager's Resume
- Maintenance Technician Resume
- Substance Abuse Policy & IIPP

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

**From:** Nick Kimball, City Manager  
By: Julian J. Venegas, Director of Recreation and Community Services  
Maribel Perez, RCS Supervisor

**Date:** September 18, 2023

**Subject:** Consideration to Award a Contract Services Agreement to Great Western Recreation for the Pioneer Park Playground Renovation Project

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Contract Services Agreement (Attachment "A" - Contract No. 2196) with Great Western Recreation, in an amount not to exceed \$362,863, for the Pioneer Park Playground Renovation Project through OMNIA Partners a Cooperative Purchasing Program; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

**BACKGROUND:**

1. Since 1992, the Los Angeles County Regional Park and Open Space District (RPOSD) has awarded grant funds for more than 1,500 projects for parks, recreational, cultural, and community facilities, as well as beaches and open space lands throughout the county. Funding for such projects was generated through the 1996 Proposition A, which expired in 2019.
2. On November 8, 2016, the electorate approved the Los Angeles County Safe, Clean Neighborhood Park, Open Space, Beaches, River Protection, and Water Conservation Measure (Measure A). The passage of Measure A ensured that parks, open spaces, beaches, and waterways were built and protected for future generations. Measure A does not sunset.
3. On February 5, 2018, the City Council adopted the Parks and Recreation Master Plan (PMP) as a strategic tool to cultivate a comprehensive vision for enhancing park facilities and recreational programming. The PMP identified multiple park sites that needed improvements in order to maintain the continuity of services in the community.

4. On September 15, 2020, the Parks, Wellness, and Recreation Commission (PWRC) reviewed potential renovation projects, provided feedback, and prioritized three capital projects that grant funds could help renovate. The projects included renovations of the Pioneer Park Playground (ranked #1), the walking path lighting at Las Palmas Park (ranked #2), and the community building roof at Recreation Park (ranked #3).
5. On October 19, 2020, the City Council concurred with the recommendations made by the PWRC to renovate the playground at Pioneer Park and authorized staff to submit a grant application to the State of California Department of Parks and Recreation for the Per Capita Grant Program. Based on the Per Capita Grant Program and the Urbanized City allocation rate, the City was eligible for \$192,905 in Per Capita funds.
6. On August 17, 2021, the City and State executed an agreement for the Per Capita funds. Soon after, staff began developing a scope of work for the renovation of the playground at Pioneer Park. The initial scoping of the project determined the Per Capita funds were insufficient to complete the renovations. Staff began to seek additional funding resources.
7. On November 15, 2021, the City Council authorized staff to submit a grant application to the Los Angeles County RPOSD for Measure A funding. A grant application for \$180,000 was submitted to the Measure A Community-Based Park Investment grant fund.
8. On June 21, 2022, the City Council authorized staff to circulate a Notice Inviting Bids for the Design and Installation of the Pioneer Park Playground.
9. On July 7, 2022, a Notice Inviting Bids for the Pioneer Park Playground Renovation Project was released with a due date of August 4, 2022. Two proposals were received, both of which were deemed incomplete.
10. On January 18, 2023, a second Notice Inviting Bids for the Pioneer Park Playground Renovation Project was released with a due date of February 15, 2023. No proposals were received prompting staff to reach out to individual playground companies requesting proposals for the Pioneer Park project. The submitted proposals did not meet all of the project's criteria hence staff rejected the proposals.
11. On or about June 9, 2023, staff began consulting with OMNIA Partners, a cooperative purchasing organization, to discuss utilizing their program to contract a vendor for the Pioneer Park project.

## **ANALYSIS:**

The Pioneer Park Playground renovation project stems from extensive facility assessments and robust community engagement conducted during the Park and Recreation Master Plan and the Los Angeles County Countywide Parks and Recreation Needs Assessment process. These comprehensive studies encompassed diverse outreach strategies such as phone surveys, questionnaires, and community meetings. These efforts ensured community input was incorporated into shaping the blueprint for future facility improvements and potential park development.

The Pioneer Park renovation project aims to enhance the safety, accessibility, and overall quality of the playground for the community's enjoyment particularly for children and their families. The proposed renovations replace outdated and potentially hazardous equipment with modern, compliant structures that incorporate shading and are ADA accessible. A new feature added to the playground will be outdoor fitness equipment so parents can exercise while watching over their children as they play. The new playground's proposed design places a strong emphasis on inclusivity and accessibility and it includes features that cater to children with diverse abilities, ensuring that every child can enjoy the space fully. Renderings of the proposed play equipment and exercise areas are included in the Great Western proposal (Attachment A, Exhibit "B").

Great Western Recreation's proposal illustrates playground amenities noted in the Notice Inviting Bids (Attachment "A", Exhibit "B"), and through the Community Engagement Framework collaborative model, the City will solicit additional feedback to identify cost-neutral design changes. An example of how the community will influence the design is as follows: the proposal lists a swing set with three regular swings and one ADA-accessible swing. The community recommends having two ADA-accessible swings. If the change to the swing set is cost-neutral, Great Western will make the change to the design. In addition, residents will play an integral part in determining the color palette and interactive panels for the equipment, ensuring a design that truly resonates with the community's preferences.

### Community Engagement Framework

To ensure that the Pioneer Park Playground Renovation Project aligns with the needs of the community, staff will conduct several community meetings utilizing the Community Engagement Framework collaborative approach. Pacoima Beautiful will be contacting residents informing them of the engagement meetings that will be held at Pioneer Park. The first meeting is scheduled for Saturday, September 30, 2023, at 10:00 am.

The preliminary design, a result of collaborative community meetings, will undergo several critical steps in the review process. First, it will be presented to the Parks, Wellness, and Recreation Commission (PWRC) for their input. Simultaneously, it will be made accessible to the public by being posted on the City's website and sent via email to attendees of the community

meetings, encouraging their valuable comments and suggestions before presenting to the City Council for consideration.

All feedback received, including comments from the PWRC and community meeting participants, will be compiled and incorporated into the staff report presented to the City Council. Furthermore, participants from the community meetings will be invited to provide comments at the City Council meeting when the design is presented for consideration of approval.

Assuming there are no significant delays, the project is scheduled to start on September 30, 2023, coinciding with the community engagement phase during the playground's design process. The installation of play and exercise equipment is expected to occur around December 4, 2023, followed by the installation of the safety surfacing. The anticipated completion of the Pioneer Park Playground Renovation Project is targeted for mid-January 2024.

#### Cooperative Purchasing

OMNIA Partners has provided procurement of goods and services assistance to the City since 2018. Through OMNIA Partners cooperative purchasing program, the City has contracted with Advance Stores Company Inc., Canon Solutions, ODP Business Solutions, LLC, The Home Depot, and others. Recreation and Community Services staff met with OMNIA Partners on or about June 9, 2023, to discuss the possibility of utilizing their services to contract a company for the Pioneer Park Playground Renovation Project.

OMNIA Partners has worked alongside Great Western Recreation and several other Los Angeles County cities to provide a great turnkey solution for playground renovations, meaning Great Western provides both the product and the service aspect of any playground solution. Great Western, through OMNIA Partners cooperative purchasing contract, has designed and installed playgrounds for the cities of Glendale, Santa Clarita, Palmdale, and others. OMNIA Partners is the only cooperative that Great Western Recreation works with; meaning they only lead with OMNIA Partners when helping agencies utilize the cooperative purchasing contract as a vehicle to help them streamline their purchasing processes.

Staff requests the approval of the proposed Contract Services Agreement for the Pioneer Park Playground Renovation Project through the OMNIA Partners cooperative purchasing program, and run through, Omnia Partners in accordance with Section 2-802 of the San Fernando Municipal Code. OMNIA Partners competitively bids on construction tasks with pre-set unit prices and specifications for general services including materials, equipment, and labor costs. California Government Code Section 6500 and the City's Purchasing Ordinance authorize public agencies to participate in cooperative purchasing agreements like those established by Omnia Partners while remaining within the City's adopted rules and procedures for purchasing. In compliance with the San Fernando Municipal Code (SFMCC) Section 2-802, through Omnia Partners, the City will receive the same product/service at the same or better pricing.



**BUDGET IMPACT:**

The total cost for the Great Western Recreation Contract Services Agreement is \$362,863. The Recreation and Community Services Grant (Fund 010) totaling \$192,905 was appropriated in Fiscal Year 2021-2022 for the Pioneer Park Playground Renovation Project and have since been carried forward into the current fiscal year. Community-Based Park Investment Grant Funds will be used supplement the project's budget with \$180,000.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
State Per Capita Grant	010-3697-0671	\$ 192,905
LA County Measure A Grant	010-3697-3643	\$ 180,001
<b>Total Sources:</b>		<b>\$ 372,906</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Per Capita Pre-construction Cost	010-420-0671-4600	\$ 10,000
Plans, Specifications, Cost Estimates, Permits		\$
Community Engagement		
Construction	010-420-0671-4600	\$ 182,905
Measure A		
Construction	010-423-3643-4600	\$ 180,001
<b>Expenditures-to-Date</b>		<b>\$ 0.00</b>
<b>Total Uses:</b>		<b>\$ 372,906</b>

The Measure A grant does not require a match, whereas the State Per Capita grant (\$192,905) requires a 20% match or \$38,581. The Measure A grant is considered local funds (i.e., Los Angeles County) and qualifies as the City's Per Capita grant match.

**CONCLUSION:**

It is recommended that the City Council approve a Contract Services Agreement with Great Western Recreation for the Pioneer Park Playground Renovation Project through OMNIA cooperative purchasing program in accordance with SFMC Section 2-802, and authorize the City Manager to make non-substantive changes and execute all related documents.

**ATTACHMENT:**

- A. Contract No. 2196, including:
  - Exhibit A: City Requirements
  - Exhibit B: Contractor Proposal
  - Exhibit C: Contractor Quote



2023

CONTRACT SERVICES AGREEMENT

(Contractor: Great Western Recreation)

(Nature of Engagement: Pioneer Park Playground Renovation Project)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 18 day of September, 2023 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Great Western Recreation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires the design and installation of playground and outdoor exercise equipment for the Pioneer Park Playground Renovation Project; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of September 18, 2023 under Agenda Item No. XX.

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

**SECTION 1. SCOPE OF WORK.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY the design and installation of playground and outdoor exercise equipment for the Pioneer Park Playground Renovation Project. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "Pioneer Park Playground Renovation Project" (hereinafter the "CITY REQUIREMENTS") and the written proposal of CONTRACTOR entitled "Proposal for City of San Fernando, Pioneer Park Playground Option 2C" (hereinafter, the "CONTRACTOR PROPOSAL") dated 08-02-2023. The CITY REQUIREMENTS and the CONTRACTOR PROPOSAL are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall

be a collective reference to the CITY REQUIREMENTS and the CONTRACTOR PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY REQUIREMENTS and the provisions of the document entitled CONTRACTOR PROPOSAL, the requirements of the document entitled CITY REQUIREMENTS shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

## **SECTION 2. PROSECUTION OF WORK.**

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed by April 15, 2024 (hereinafter, the "Completion Date").
- B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

## **SECTION 3. COMPENSATION.**

- A. CONTRACTOR shall perform all the Work in accordance with the rates set forth in CONTRACTOR's 08-02-2023 Quote # 109417-01-05 (hereinafter "CONTRACTOR QUOTE"), which is attached and incorporated hereto as Attachment "A" Exhibit "B", pages 1-4.



- B. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the sum of Three Hundred Sixty Two Thousand, Eight Hundred Sixty Three dollars **(\$362,863)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.
- C. Following the conclusion of Work requested pursuant to Section 1 above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

#### **SECTION 4. STANDARD OF CARE.**

CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;
- E. CONTRACTOR understands the nature and scope of the Work to be performed under this

Agreement as well as any and all schedules of performance;

- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;
- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

## **SECTION 5. REPRESENTATIVES.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Recreation and Community Services (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance

of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

- B. Contractor Representative. For the purposes of this Agreement, Tyler Kyriopoulos, Owner, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

#### **SECTION 6. CONTRACTOR'S PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the Work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the duration of the Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's

liability, workers' compensation, unemployment insurance, and Social Security.

- F. CONTRACTOR shall obtain and maintain during the duration of the Agreement, all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

**SECTION 7. SUBSTITUTION OF KEY PERSONNEL.** CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY.

The key personnel for performance of this Agreement are as follows:

- Tyler Kyriopoulos – Owner
- Lewis Painter - Design Lead/Owner
- Madi McKendrick – Project Coordinator
- Olivia Miller– Rendering Specialist
- Steve Strachan - Central Coast Playgrounds
- Jennie Sumrell – Director of Education: Playcore

**SECTION 8. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.**

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.



- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence Work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this contract." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.

- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

**SECTION 9. PROHIBITED INTERESTS.** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the duration of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**SECTION 10. INDEPENDENT CONTRACTOR.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to

CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**SECTION 11. CONFLICTS OF INTEREST.** CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

**SECTION 12. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have

a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

### **SECTION. 13. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the

Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

**SECTION 14. INSURANCE.**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
  - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars



(\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
  - C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
  - D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
  - E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
  - F. CONTRACTOR shall provide proof that policies of insurance expiring during the duration of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
  - G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
  - H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary

insurance. Policies shall contain or be endorsed to contain such provisions.

- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**SECTION 15. RECORDS AND INSPECTION.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

**SECTION 16. TERMINATION.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance

of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the

end of the initial 3-day cure period; or

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

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "B"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**SECTION 17. FORCE MAJEURE.** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or



negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

**SECTION 18. NOTICES.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**If to CITY:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Recreation and community  
Services  
Phone: (818) 898-1290

**If to CONTRACTOR:**

Great Western Recreation  
P.O. Box 680121  
Fort Payne, AL 35967  
Attn: Tyler Kyriopoulos  
Phone: 435-245-5055

**SECTION 19. PROHIBITION.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**SECTION 20. ATTORNEY FEES.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**SECTION 21. ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties.

Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**SECTION 22. GOVERNING LAW; JURISDICTION.** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**SECTION 23. SEVERABILITY.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**SECTION 24. CAPTIONS.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**SECTION 25. EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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**

**Great Western Recreation:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

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

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

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

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

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

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

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

## REQUEST FOR PROPOSALS



The Recreation and Community Services Department is requesting proposals  
for:

### Pioneer Park Playground Renovation Project

RELEASE DATE: January 18, 2023

RESPONSE DUE: February 15, 2022

## **GENERAL INFORMATION**

On February 5, 2018, the City Council adopted the Park and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for park facility improvements and recreational programs offered to the residents of San Fernando. The PMP identified multiple park improvements that needed to be addressed the continuity of recreational programming and services for the community.

The Recreation and Community Services Department manages seven park facilities providing recreational opportunities to the community. All park facilities are conveniently located within a 2-mile radius and easily accessible to residents. Typical amenities include activity rooms, picnic shelters, baseball diamonds, and multi-purpose fields that may be reserved for private use; as well as indoor/outdoor basketball courts, outdoor exercise equipment, and playgrounds. Many of these park amenities are weathered and in dire need of reparation.

The City of San Fernando is interested in contracting with an experienced professional firm to provide a Design and Installation of a new playground and outdoor exercise equipment for Pioneer Park. The design of the renovation project shall incorporate input from Pioneer Park neighborhood residents. However, the project must include ADA accessibility, inclusive play elements, and shading for the playground area. Pioneer Park is located at 828 Harding Street, San Fernando, CA 91340. The Pioneer Park Playground Renovation Project Scope of Work section details all required services called for in this RFP.

The State of California Department of Parks and Recreation is partially funding the Pioneer Park Playground Renovation Project with Prop. 68 Per Capita Grant money, which requires all contracted work to comply with the provisions of §1771.5 of the State Labor Code.

The other funding source for the project is the Los Angeles County Measure A administered by the Regional Park and Open Space District (RPOSD), which requires all insurance certificates name "Los Angeles County Regional Park and Open Space District as an additional insured on all liability insurance policies.

## **BACKGROUND**

The City of San Fernando incorporated in 1911 is governed by a City Council/City Manager form of government with seven departments, consisting of the Administration, City Clerk, Community Development, Finance, Police, Public Works, and Recreation and Community Services Departments. The City employs approximately 125 full-time employees from a total Adopted Budget for the fiscal year 2021-2022 of \$62.7 million, which includes a General Fund budget of \$22.9 million. The City is a cost-conscious provider of outstanding public services to its citizens and local businesses. The City actively pursues grants to enhance the public services offered to its citizens and local businesses. The Recreation and Community Services

Department is currently administering the Prop. 68 Per Capita Grant and an RPOSD grant to complete the Layne Park project.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide the design, materials, and installation for the Pioneer Park Playground Renovation Project. A description of the technical environment, contractor staffing, qualifications, and performance expectations for this RFP follows.

## **INSTRUCTIONS TO SUBMITTING FIRMS**

### **A. Examination of Proposal Documents**

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

### **B. Walkthrough**

It is recommended that prospective bidders attend a job walk of Pioneer Park (project site) located at 828 Harding Street, San Fernando, CA 9140 is scheduled for **Thursday, January 26, 2023 at 10:00 A.M.**

### **C. Questions/Clarifications**

Please direct questions regarding this RFP to Julian Venegas, Director of Recreation and Community Services, via e-mail at [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org). Questions must be received by 4:00 p.m. on **Thursday, February 2, 2023**. Responses will be posted on the City's website at <http://www.ci.san-fernando.ca.us/rfps-rfqs-nibs/> by **Tuesday, February 8, 2022**.

### **D. Submission of Bid Proposals**

Bid proposals may be submitted by mail to City Hall, 117 Macneil Street, San Fernando, California, 91340, not later than **3:30 p.m. on Wednesday, February 15, 2023** (postmarks will not be accepted), and clearly Mark Bid "Pioneer Park Playground Renovation Project" c/o City Clerk. Electronic submissions shall be addressed to Julian Venegas at [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org) with the subject line to read, "City of San Fernando RFP – Pioneer Park Renovation Project." Proposals shall be received no later than 3:30 P.M. on **Wednesday, February 15, 2023**. Proposals will not be accepted after this deadline.

Proposals will be opened on **Wednesday, February 15, 2023**, at 4:00 pm exactly.



**E. Withdrawal of Proposals**

A firm may withdraw its proposal at any time before the submission due date of proposals by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

**F. Rights of the City of San Fernando**

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of proposals or anticipation of a contract.

The City reserves the right to:

1. Make the selection based on its sole discretion;
2. Reject any and all proposals without prejudice;
3. Issue subsequent Requests for Proposal;
4. Postpone opening for its own convenience;
5. Remedy technical errors in the Request of Proposal process;
6. Approve or disapprove the use of particular sub-contractors;
7. Negotiate with any, all, or none of the prospective firms;
8. Solicit best and final offers from all or some of the prospective firms;
9. Accept other than the lowest offer; and/or
10. Waive informalities and irregularities in the proposal process.

**G. Contract Type**

It is anticipated that a standard form Professional Services Agreement (PSA) contract will be signed subsequent to the City Council review and approval of the recommended firm. A sample of the city's PAS is attached as exhibit "A" as reference

**H. Collusion**

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced, or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

## SCOPE OF WORK

The following section describes the specific services requested in this Request for Proposal. The City's 2018 Park Master Plan identifies park amenities that needed restoration. The Pioneer Park playground is one such amenity. The playground is weathered and obsolete; the surface is dilapidated and in shambles. The project site is located in an urban neighborhood located at 828 Harding Street, San Fernando, CA 91340. The approximate size of the Pioneer Park playground is 5,437 Square Feet. In addition, the renovation project will add an outdoor exercise equipment area that will accommodate 8 to 10 fitness stations adjacent to the playground.

The City of San Fernando is requesting a qualified firm with landscape architect and engineering experience to Design and Install playground and outdoor exercise equipment. To provide materials and labor necessary to install the equipment for the project. Vendors should base their playground equipment designs on all accessibility and safety standards as well as the guidelines and specifications listed in this RFP. Quality of equipment components, quality of play value, cost, and input from community meetings must be taken into consideration in the design of the project.

The proposed firm will participate in community engagement meetings to gather feedback relevant to the design elements of the playground and outdoor exercise equipment area. The feedback will provide vendors with material options, and color schemes and recommend equipment targeting age ranges and developmental levels. However, the essential elements of the play equipment design must incorporate ADA inclusivity and shading.

Proposals should include cost demolition and removal of the existing play equipment. It will be beneficial to bidders to show how repurposing or recycling the existing play equipment can reduce the City's costs. Recycled Materials: At least 10% of the materials for PROJECT construction will consist of recycled materials, or construction waste will be minimized by the separation and recycling of recoverable materials generated during construction.

### **Required Services:**

#### **1. Community Engagement Plan**

- The City values and focuses on enhancing the quality of life and community satisfaction. Community engagement is a method that guides major City decisions and ensures residents voice their needs.
- The Consultant shall collaborate with Pacoima Beautiful who has been contracted to engage community for feedback regarding the Pioneer Park.
- Incorporate input from the community in the final design of the Pioneer Park Playground Renovation Project.

#### **2. Regulations**

- Obtain all permits and licenses applicable for the work to be completed. The City has already filed a Negative Declaration according to CEQA.

- Ensure that there is compliance with the relevant codes and regulations both in the design and during the conduct of the work involved in the project.

### 3. Design

- Equipment Features:
  - i. Shared play areas, flexible play, climbing, and free-play, divided by youngest and older play categories
  - ii. Provide a minimum of one structure designed for ages 2 to 5.
  - iii. Provide a minimum of one structure designed for ages 5 to 12.
- Preferred Play System Qualities and Basic Requirements:
  - i. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
  - ii. Play structures and amenities must be age-appropriate with proper signage.
  - iii. The design of each play system must include the ability to expand the proposed play system within the existing play area.
  - iv. "Green" construction practices and materials are highly desired. Provide LEED or other green certification with the proposal.
  - v. All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the City with the Vendor's proposal.
  - vi. All equipment must comply with the Americans with Disabilities Act (ADA). The designs submitted by the Vendor must incorporate either a transfer platform or ramp each design when necessary.
  - vii. Play structure should incorporate shading as part of the equipment or a separate shading system.
- Outdoor Exercise Equipment:
  - i. Shall incorporate all the elements of a well-rounded fitness routine into outdoor fitness stations for users of all abilities and fitness levels.
  - ii. Products are to be constructed of durable materials and feature ergonomic design and resistance technologies that take the guesswork out of exercise.
  - iii. Be in the proximity of the playground.

### 4. ASSEMBLY/INSTALLATION AND INSPECTION

- The proposals should include the costs of delivered play systems as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions, and maintenance & operations manuals from the manufacturer.
- The play system(s) assembly and installation will be provided and managed by the Vendor. The Vendor must supply direct supervision from the manufacturer or supply qualified and certified representatives with playground installation.

- A representative of the Vendor is required to conduct a post-installation inspection of equipment upon completion to ensure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspection with the Vendor's representative of assembly and installation work will be conducted by the City following installation. A City representative will supply the punch list for completion generated by this co-inspection. The Vendor shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.
- Warranty: Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by the manufacturer. Additionally, it is the Vendor's responsibility to provide the City with the manufacturer's warranty for installed equipment.

## PROPOSED TERM OF CONTRACT

The proposed term of the contract is **120 days** from the execution of the contract.

## SCHEDULE FOR SELECTION

RFP Available:	January 18, 2023
Walkthrough:	January 36, 2023
Deadline for submittal of Questions:	February 2, 2023
Response to Questions:	February 8, 2023
Deadline for submittal of Proposal:	February 15, 2023
Agreement Presented to Council for Review & Approval:	March 6, 2023

## METHOD OF SELECTION AND NOTICES

A selection committee made up of staff from the Recreation and Community Services Department and Public Works Department will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- |  |     |
|--|-----|
| • Completeness and Comprehensiveness.  | 20% |
| • Firm's Community Engagement Plan.  | 20% |
| • Experience of the firm providing similar services to other municipalities. | 20% |
| • Cost-effectiveness.  | 20% |
| • Quality of proposed staff.   | 20% |

## INFORMATION TO BE SUBMITTED

1. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

2. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, the organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

3. Include a *Qualifications of the Firm* Section

This section shall include a brief description of the Firm's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

4. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, and extent of services (number of people used, engagement duration, and contract value).

5. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. The firm's key project team members shall be identified by name, specific responsibilities on the



project, and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Recreation and Community Services Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of the City.**

6. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City. The cost shall be itemized per improvement project.

In addition, include the costs for any other services that are considered optional additions.

7. Include a *Community Engagement Plan* Section

In this section, include the tactics that will be used for the engagement campaign, the asset map for the outreach effort, the materials to be employed, and a timeline. Forming partnerships or sub-contracting with COB's to lead the outreach is ideal. The sub-contractor or partner should be experienced working in the community and be knowledgeable of the rich historical and cultural significance of the San Fernando community.

8. Bid Rejection all proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the RFP requirements may be rejected. The City reserves the right to reject any and all proposals.

9. Screening and selection will take place through the process described below. An award of contract may be made to the firm that meets the proposal requirements specified in this RFP and whom submits the proposal that is considered most advantageous to the City.

Negotiations may or may be conducted with prospective Vendors, therefore, each proposal should include the firm's most favorable terms and conditions since selection may be made without discussion with any firm.

10. The screening and selection process shall be as follows:

- a) Sealed proposals will be opened and evaluated to determine compliance with, the required qualifications of the vendor. Proposals meeting the specified requirements will be considered responsive and will be included in the next phase of review.

- b) Responsive proposals will be evaluated by City staff members. Following this review, a decision will be made on whether to recommend awarding a contract for the Pioneer Park Playground Renovation Project or schedule firm interviews to determine which vendor best meets the needs of the City.

11. Minimum Insurance Requirements.

The Firm shall, at its own expense, procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the agreement by the firm, its agents, representatives, employees, or subcontractors.

12. Conflict of Interest.

It shall be the duty of the Contractor to comply with all applicable State and Federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Contractor shall disclose in writing, any financial, business, employment, or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and including, the date the Contractor's response to this RFP is filed. In addition, the Contractor shall disclose in writing any financial, business, employment, or other relationships with any contractor who may have a financial benefit in securing design and/or construction contracts for a City project. The Contractor shall have a continuing obligation to keep the foregoing disclosures current and up-to-day during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

13. Permits/Licenses.

The Contractor shall obtain and pay for a business license as necessitated for doing work within the City of San Fernando. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

14. Insurance requirements.

- A Ability to obtain insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the PROPOSER can be insured for the amount required by the City.
- B PROPOSER agrees to obtain, maintain and pay the premiums for the following types and amounts of insurance coverage for the entire term of the contract to ensure against liabilities, claims, losses, or damages resulting from work required by the contract documents:
  - a. Workers' Compensation Insurance as required by the State of California and endorsed to include Broad Form All States Coverage, which shall cover all proposer employees engaged in the performance of the work; and Employer's Liability with limits of not less than \$1,000,000 each accident; \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease;

- b. Business Automobile Liability Insurance covering claims for Bodily Injury or Property Damage, including onsite and off-site operations, and including owned, non-owned, and hired vehicles with at least a \$1,000,000 combined single limit of liability;
  - c. Commercial General Liability Insurance covering claims that the PROPOSER or any of its employees, agents or sub-proposers become legally obligated to pay as damages due to Bodily Injury or Property Damage with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall include Products/Completed Operations; Contractual Liability; Personal Injury Liability and Broad Form Property Damage. If insurance is written on a claims-made form, coverage shall continue for a period of not less than 3 years following termination of this contract. Coverage shall also provide for a retroactive date of placement prior to the effective date of the contract.
  - d. Umbrella Liability Insurance for an amount of not less than \$5,000,000 per occurrence and in the aggregate that follows form and applies excess of the primary coverage stated in a, b & c above.
    - 1. The PROPOSER shall require its sub-proposers, if any, to obtain an amount of insurance coverage, which is deemed adequate by the PROPOSER. The sub-proposers, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the PROPOSER.
    - 2. The certificates of insurance will specify that the insurer will endeavor to provide a 30-day written notice to the City of cancellation of such insurance. Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the City.
    - 3. The policies listed in (a) and (b) above will name the City as an Additional Insured. Proposer will supply proper certificates of insurance to the City prior to the commencement of the agreement and will furnish to the City certificates of insurance annually thereafter for the term of the agreement.
    - 4. All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than AVIII.
15. Debarred, Suspended or Ineligible Contractors.
- Firm certifies by submission of a response to the RFP that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form.

Pioneer Park – 828 Harding Street, San Fernando, CA 91340



## **CONTRACTOR PROPOSAL**



## **CONTRACTOR QUOTE**

# Proposal for City of San Fernando

**EXHIBIT "B"**  
**CONTRACT NO. 2196**

Prepared by



08-02-2023  
Job # 109417-01

Pioneer Park Playground Option 2C



435-760-5103 | [www.gwpark.com](http://www.gwpark.com)

## Great Western Recreation Background

In 1969, the same year Neil Armstrong made his historic first steps on the surface of the moon, Rich Boyce was beginning an adventure on Earth. He founded Boyce Recreation in Wellsville, Utah, and became the exclusive representative for GameTime in Utah and Wyoming. He continued exploring the world of play and recreation by expanding into Montana and Idaho, and later into Nevada.

In 1992, Steve Kyriopoulos, a former Parks Director for the City of Logan, Utah, began working with Rich. In 1999, Rich turned over the day-to-day operations to Steve. The company took on a new name - Great Western Park and Playground, Inc. In 2004, Steve looked westward and took steps to expand and provide park and playground products to the people of Southern California.

In 2016, Great Western took another step in its journey. Steve handed the controls to his son Tyler Kyriopoulos and Lewis Painter. Tyler and Lewis wanted to expand both the geographical reach and the services of the company and rebranded as Great Western Recreation (GWR). In 2020, GWR expanded operations into Washington and Alaska, bringing the total number of states we serve to eight.

GWR continues to be the exclusive representative for GameTime, as we have for more than 50 years. GameTime is a leading manufacturer of commercial playground equipment for nearly a century. GWR also represents many complementary lines of commercial park equipment, including shelters, shades, site amenities, splash pads, bleachers, outdoor fitness equipment, athletic equipment, outdoor musical equipment, dog park elements, and more. We combine a comprehensive product portfolio with full turnkey services from initial design to field installation.

Our team includes seven full-time CAD designers, as well as a trained crew of rendering specialists, replacement specialists, order entry, customer service, and accounting specialists. We also employ ten CPSI-certified territory managers within our company who stay up-to-date with the guidelines from ASTM, CPSC, ADA, and IPEMA.

After 50 years, Great Western Recreation is more prepared than ever to provide the highest level of customer service, high-quality products, and a complete solution for all of your recreation projects. Let's embark on a journey together, and build amazing places where people love to play.



## Great Western Installations Project Team



Tyler Kyriopoulos  
Sales Representative/Owner

Tyler has been with Great Western Recreation since 1997, first as an installer and later as a Sales Representative and principal owner. This career path has made Tyler an expert at the construction level, as well as the design level, for playground projects. He has become one of the nation's leading representatives for both Game Time, as well as Great Western Recreation. He coordinates hundreds of park and playground projects over the course of his career and demonstrates the ability to coordinate large and small projects quickly and efficiently. Tyler recently completed two All-Inclusive Play Spaces in similar size and scope at Canyon Country Park for the City of Santa Clarita and at Joy Playground for the City of Atascadero.



Lewis Painter  
Design Lead/Owner

Lewis has been with Great Western Recreation since 1998, first as an installer and later as a Sales Representative and principal owner. This career path has made Lewis an expert at the construction level as well as the design level for playground projects. He, over the course of his career, has become an expert CAD designer winning a Gametime nationally sponsored contest for excellence in Playground Design and his designs have become a standard offering for Gametime. He is known for his creativity, creating new custom play equipment not only for his own projects, but everyone else's as well.



Sarauna Openshaw – Sales  
Administrator

Sarauna started at Great Western Recreation in 2016 as a Project Coordinator. She served as Rendering and Lumion specialist and order entry backup for 3 years before moving to Sales Administrator. She brings with her experience in project and office management as well as accounting. Sarauna has been trained on GameTime's specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She has designed or assisted in the design of many park and playground projects.



### Milisa Guthrie - Accountant

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Milisa joined Great Western in 2018 as the Accountant. In this role, she leads all financial matters including accounting, reporting and cash management. Milisa spent more than eight years in accounting and management function for various organizations in the Logan, UT area.



### Shelly Bytendorp – Customer Service

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Shelly joined Great Western in 2007 bringing 20 years of office and banking experience with her. Shelly will be assigned to the account as a secondary layer of customer service assisting with any issues related to replacement parts or any collateral materials.



### Madi McKendrick – Project Coordinator

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Madi brings with her 5+ years of customer service and an Associates in General Science. Starting in 2021, she quickly moved from the receptionist position to Project Coordinator, she has had the opportunity to continually learn through quoting and designing projects for Great Western. The biggest reward to Madi is being able to help provide safe and inclusive play areas for children of all ages.



### Olivia Miller– Rendering Specialist

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Olivia started at Great Western Recreation in 2021 as rendering and order entry backup. She has been trained on GameTime's specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She came to GWR after 3 years as a CNA. She is a hard worker and anxious to learn more.



## Steve Strachan - Central Coast Playgrounds

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On January 1, 2000 Central Coast Playgrounds officially opened its doors for business. The Santa Maria Valley YMCA was Central Coast Playgrounds' first client with his fledgling business. Although the business was a part time venture for Steve at first, it quickly become FT due to the top-quality work and product, as well as Steve's professionalism. His motto is, "Perfect just isn't good enough". He always wants the quality of Central Coast Playgrounds' work to be superior in every aspect. Steve earned his first contractor's license in 2000, and in 2001 he had enough business in his spare time to make Central Coast Playgrounds a full-time venture, permanently resigned from the North County Parks System.

Over the years, Central Coast Playgrounds has grown exponentially because of it's competitive pricing, lifetime guarantee, exceptional workmanship and professionalism; having served hundreds of home builders/HOA's, County and States Parks, as well as various municipalities, schools, churches, daycare centers and various other clients. Steve and his employees are here to serve all of your outdoor play and recreation needs!



## Jennie Sumrell - Director of Education: Playcore

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Jennie worked in the field of special education, childhood development, and inclusion for nearly ten years. She received her Bachelor's degree in Exceptional Learning from the University of Tennessee at Chattanooga, a Master's certificate in Adaptive & Assistive Technology from the University of Miami, and a Master's degree in Special Education with a concentration in Early Childhood Education from the University of Tennessee at Chattanooga. Jennie has presented as a guest lecturer at local universities and numerous regional, national, and international conferences on best practices in outdoor play environments for early childhood, implementing design and programming strategies for universal design and inclusion, bringing learning outdoors, engaging children with nature, promoting healthy physical activity, and the developmental benefits of play. She currently serves as the Director of Education in the Center for Professional Development at PlayCore, advancing play and recreation through independent research, education, and partnerships. The company infuses this learning into its complete family of brands. PlayCore combines best in class planning and education programs with the most comprehensive array of recreation products available to create play solutions that match the unique needs of each community they serve. Jennie will be assisting on the Beattie Park project to ensure that the playground meets all the requirements for Inclusive Play and is eligible for the National Demonstration Site designation.



## David Hill – Western Regional Manager/GameTime

David has over 17 years of experience in creating outdoor play environments and currently serves as the Western Regional and International Sales Manager for GameTime where he consults with various professionals on designing outdoor play environments that implement research-based best practices in design. He has designed dozens of inclusive play spaces as well as countless customer oriented play spaces that incorporate research based best practices. He has presented PlayCore's research at a various state and regional conferences, including Kentucky, California, Idaho, Georgia, Washington, Alabama Trails and the Midwest Recreation and Parks Conferences. He is a Certified Executive Trainer of PlayCore. David graduated from Pennsylvania State University with a MBA and from Humboldt State University with a B.S. in Business Administration.

GameTime creates fun, healthy and active places where all children and families become physically, emotionally and socially strong.



GameTime is a leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces, and site furnishings. We strive to create the kinds of places people love and where people love to play.

Play and recreation is a fundamental human right, and we take our role in helping communities create active, healthy places seriously. We focus on inclusion, diversity and equity in our playground designs, align our products with the research of leading play, health, and wellness experts, and advocate tirelessly for the advancement of safer, more accessible and fun places that bring people together.

This is our mission since 1929: to build the highest quality products, design the most memorable play and recreation experiences, and to lead the industry with innovative solutions that help people of all ages, all abilities, and all backgrounds realize the transforming power of play.



GameTime Division  
 PlayCore Wisconsin, Inc.  
 150 PlayCore Drive SE  
 Fort Payne, Alabama 35967  
 Telephone: 256/845-5610  
 Facsimile: 256/845-9361  
 Website: <http://www.gametime.com/>



### QUALIFICATION STATEMENT FOR FURNISHING PLAYGROUND AND ANCILLARY EQUIPMENT, SAFETY SURFACING, & INSTALLATION SERVICES

The GameTime Division of PlayCore Wisconsin, Inc., in collaboration with your local GameTime regional sales representative agency, seeks to prequalify, first as a manufacturer and vendor of park and playground equipment, and secondly as a first-tier subcontractor to furnish and install safety surfacing. Additionally, we are positioned to provide installation services through our network of factory-trained and certified installers. As this submittal attests, GameTime is fully qualified to provide the necessary equipment and services to fulfill requirements of the most demanding project.

GameTime has been manufacturing commercial playground apparatus continuously since 1929. The GameTime Division is a vertically integrated company with extensive design, manufacturing, distribution and installation capabilities. With 400,000 sq. ft. under roof on an 81-acre facility devoted solely to the manufacture of playground equipment, GameTime is well equipped to handle orders of any size. Seasonal weekly production can exceed \$2,850,000. Daily inventory often exceeds \$6,000,000. GameTime does all metal fabrication, rotationally molded plastic, PVC coating and powder coating "in-house". Once an order is entered, GameTime delivers equipment to its customers within 21 to 30 days.

GameTime currently employs 400 people in the design and manufacture of commercial playground and recreation equipment. The staff includes five industrial designers, four product managers, three structural engineers, a landscape architect, and eight CAD operators in the product development, design and processing groups. The GameTime office staff total 112. Additionally, a number of consultants collaborate in key areas. GameTime products are distributed in the United States by a network of 13 domestic independent sales organizations employing 130 sales and 98 support personnel. Seventeen international distributors market GameTime products worldwide.

GameTime conducts "GT College" annually and holds seminars throughout the year to disseminate the latest in product improvements and new design directions, computer technology, safety compliance, risk management, installation techniques, ADA requirements, and related topics. Staff members are CPSI certified playground safety inspectors. GameTime provides local on-site playground design services utilizing laptop computers with exclusive GTCAD programming; furnishes CPSI safety audits; equipment selection consultations; safety surfacing materials; and installation by "factory-certified" installers for complete "turnkey" packages. On average, GameTime sales agencies have been serving customers for 32 years.

Originally founded in Michigan, GameTime division headquarters and manufacturing relocated to Fort Payne, Alabama U.S.A. in 1979. In March of 1997, PlayCore Wisconsin, Inc., a wholly owned subsidiary of PlayCore, Inc. (AMEX: PCO), acquired GameTime, Inc. Chartwell Investments acquired all issued and outstanding shares of PlayCore stock in April 2000, and the company became privately held. Irving Place Capital (formerly Bear Stearns Merchant Banking), together with company management, purchased PlayCore in February 2007. On May 30, 2014 PlayCore was acquired by Sentinel Capital Partners, a New

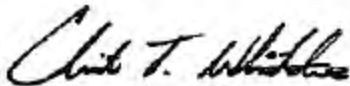
York middle-market private equity firm which subsequently sold the company to Court Square Capital Partners <https://www.courtsquare.com/>, Park Avenue Plaza, 55 East 52<sup>nd</sup> Street, 34<sup>th</sup> Floor, New York, NY 10055 on October 2, 2017. PlayCore product sales for 2021 are expected to exceed \$650,000,000.

PlayCore is a leading designer, manufacturer, and marketer of a broad range of commercial playground and park equipment, safety surfacing, site amenities, fitness, and related products. PlayCore currently operates seven distribution locations; four core manufacturing facilities; and ten specialized manufacturing sites. The PlayCore Federal Identification Number is 39-1720480; DUNS Number 006639710 and CAGE Code 84308.

We submit this as verification GameTime is financially sound, experienced, and well positioned to provide a full-solution, total turnkey package for playground equipment and related services from design to final inspection. As a privately-held company, Court Square Capital Partners refrains from distribution of financial data on segments of its investment portfolio that may be subject to public disclosure. Should further financial particulars on PlayCore be necessary, kindly contact Ms. Joni Manley, Vice President Finance and Accounting, 423/648-5890, [jmanley@playcore.com](mailto:jmanley@playcore.com).

We certify the information submitted herein is true and correct.

GAMETIME DIVISION  
Clint Whiteside



Sales Administration Project Manager







































# CUSTOM COLOR SELECTIONS

**EXHIBIT "B"**  
**CONTRACT NO. 2196**

Project: 107127-01-Opt 2  
Surfacing: 50-50 PIP

## CUSTOM COLORS:

ITEM COLOR  
Basic 2 Orange  
Accent 2 Beige  
Fabric Latte

NA <input type="radio"/> BASIC	NA <input type="radio"/> ACCENT/ARCH	NA <input type="radio"/> METAL ROOF	NA <input type="radio"/> ROTO	NA <input type="radio"/> TUBE	NA <input checked="" type="radio"/> PLASTIC ROOF	NA <input type="radio"/> HDPE	2 COLOR HDPE	NA <input type="radio"/> SHADE
<input type="radio"/> White	<input type="radio"/> White	<input type="radio"/> White	<input type="radio"/> Champagne	<input type="radio"/> Champagne	<input type="radio"/> Champagne	<input type="radio"/> Dolphin Gray	<input type="radio"/> White/Black	<input type="radio"/> Khaki
<input type="radio"/> Champagne	<input type="radio"/> Champagne	<input type="radio"/> Champagne	<input type="radio"/> Beige	<input type="radio"/> Beige	<input type="radio"/> Beige	<input type="radio"/> Black	<input type="radio"/> Dolphin Gray/Black	<input type="radio"/> Graphite
<input type="radio"/> Metallic	<input type="radio"/> Metallic	<input type="radio"/> Metallic	<input checked="" type="radio"/> Green	<input checked="" type="radio"/> Green	<input type="radio"/> Green	<input type="radio"/> Beige	<input type="radio"/> Black/White	<input type="radio"/> Cloud
<input type="radio"/> Starlight	<input type="radio"/> Starlight	<input type="radio"/> Starlight	<input type="radio"/> Light Green	<input type="radio"/> Light Green	<input type="radio"/> Light Green	<input type="radio"/> Brown	<input type="radio"/> Beige/Green	<input type="radio"/> Sand
<input type="radio"/> Black	<input type="radio"/> Black	<input type="radio"/> Black	<input type="radio"/> Spring Green	<input type="radio"/> Spring Green	<input type="radio"/> Spring Green	<input type="radio"/> Green	<input type="radio"/> Brown/Beige	<input type="radio"/> Evergreen
<input type="radio"/> Bronze	<input type="radio"/> Bronze	<input type="radio"/> Bronze	<input type="radio"/> Dark Blue	<input type="radio"/> Dark Blue	<input type="radio"/> Dark Blue	<input type="radio"/> Spring Green	<input type="radio"/> Green/Beige	<input type="radio"/> Azure
<input type="radio"/> Beige	<input type="radio"/> Beige	<input type="radio"/> Beige	<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Green/White	<input type="radio"/> Aquamarine
<input type="radio"/> Brown	<input type="radio"/> Brown	<input type="radio"/> Brown	<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Spring Green/White	<input type="radio"/> Tree Frog
<input type="radio"/> Dark Green	<input type="radio"/> Dark Green	<input type="radio"/> Dark Green	<input type="radio"/> Periwinkle	<input type="radio"/> Periwinkle	<input type="radio"/> Periwinkle	<input type="radio"/> Purple	<input type="radio"/> Blue/Beige	<input type="radio"/> Deep Sea
<input type="radio"/> Green	<input type="radio"/> Green	<input type="radio"/> Green	<input type="radio"/> Royal Purple	<input type="radio"/> Royal Purple	<input type="radio"/> Royal Purple	<input type="radio"/> Burgundy	<input type="radio"/> Sky Blue /White	<input type="radio"/> Sky
<input type="radio"/> Light Green	<input type="radio"/> Light Green	<input type="radio"/> Light Green	<input type="radio"/> Burgundy	<input type="radio"/> Burgundy	<input type="radio"/> Burgundy	<input type="radio"/> Red	<input type="radio"/> Red/White	<input type="radio"/> Black
<input type="radio"/> Spring Green	<input type="radio"/> Spring Green	<input type="radio"/> Spring Green	<input type="radio"/> Red	<input type="radio"/> Red	<input type="radio"/> Red	<input type="radio"/> Orange	<input type="radio"/> Yellow/Black	<input type="radio"/> Mesa
<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Orange	<input type="radio"/> Orange	<input type="radio"/> Orange	<input type="radio"/> Yellow		<input type="radio"/> Dandelion
<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Yellow	<input type="radio"/> Yellow	<input type="radio"/> Yellow			
<input type="radio"/> Periwinkle	<input type="radio"/> Periwinkle	<input type="radio"/> Periwinkle						
<input type="radio"/> Royal Purple	<input type="radio"/> Royal Purple	<input type="radio"/> Royal Purple						
<input type="radio"/> Burgundy	<input type="radio"/> Burgundy	<input type="radio"/> Burgundy						
<input type="radio"/> Red	<input type="radio"/> Red	<input type="radio"/> Red						
<input type="radio"/> Orange	<input type="radio"/> Orange	<input type="radio"/> Orange						
<input type="radio"/> Butterscotch	<input type="radio"/> Butterscotch	<input type="radio"/> Butterscotch						
<input type="radio"/> Yellow	<input type="radio"/> Yellow	<input type="radio"/> Yellow						

## DECKS

NA <input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/> Gray	<input type="radio"/> Blue	<input type="radio"/> Brown

## RECYCLED LUMBER

NA <input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/> Gray	<input type="radio"/> Tudor	<input type="radio"/> Sand	<input type="radio"/>

## ROCK

NA <input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/> Sandstone	<input type="radio"/> Deep Granite	<input type="radio"/>

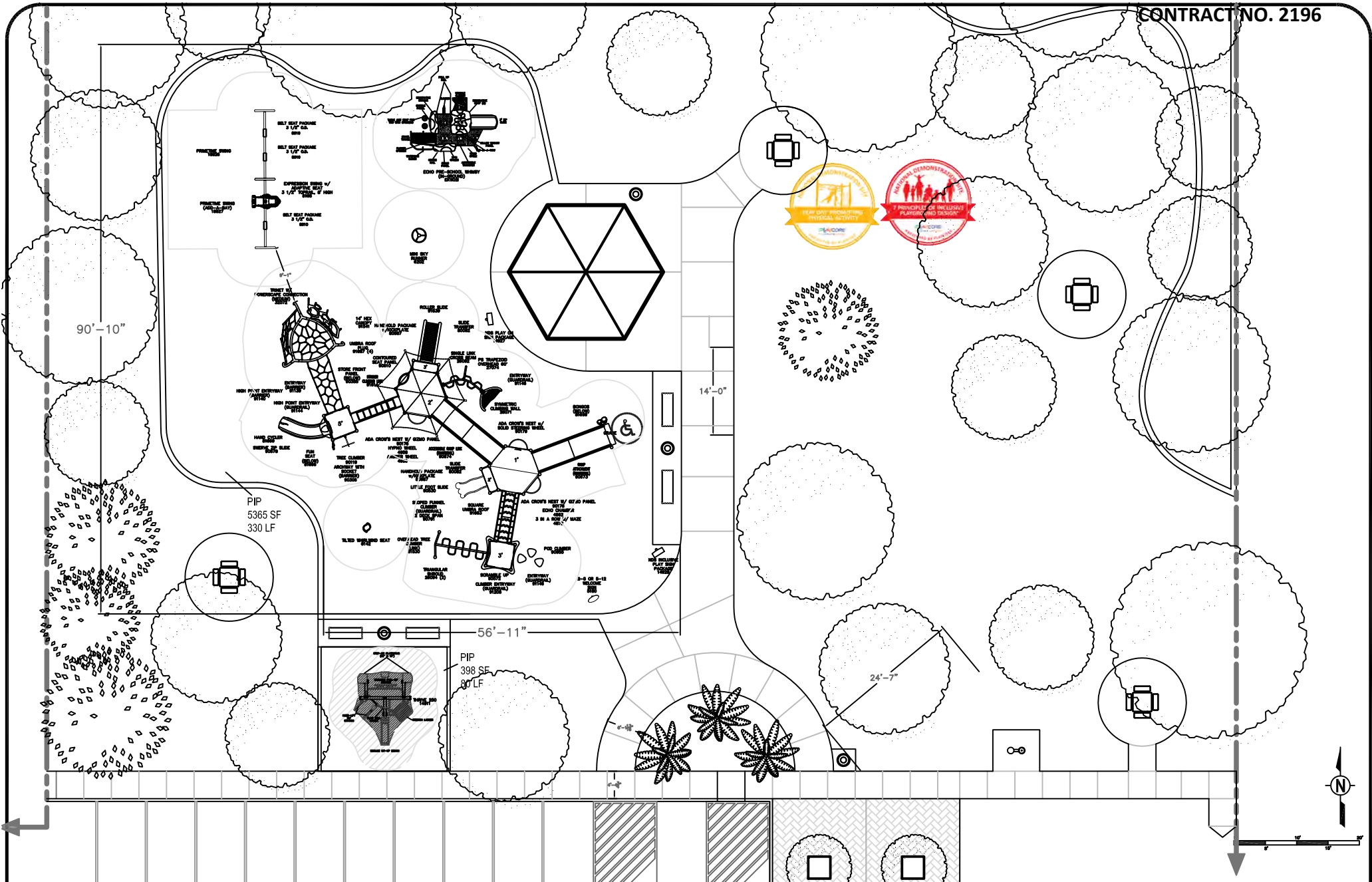
## HANDGRIP

NA <input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/> Red	<input type="radio"/> Green	<input type="radio"/> Blue	<input type="radio"/> Beige	<input type="radio"/>

NEW! VistoRope Standard				NEW! VistoRope Custom			
<input type="radio"/> Red	<input type="radio"/> Sky Blue	<input type="radio"/> Yellow	<input type="radio"/> Green	<input type="radio"/> Brown	<input type="radio"/> Natural	<input type="radio"/> Black	<input type="radio"/> Red/Black
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

\*Colors for VistoRope products only. All standard GameTime ropes are black.





RE Shultz  
Pioneer Park Playground  
San Fernando, CA  
Representative  
Great Western Recreation

SALES REP  
TYLER KYRIOPOULOS  
435-760-5103  
TYLER@GWPARK.COM  
(Informational only - not for construction)

Total Elevated Play Components	7/15
Total Elevated Play Components Accessible By Ramp	~9/ Required ~8/
Total Elevated Components Accessible By Transfer	7/4/ Required 4/4/
Total Accessible Ground Level Components Shown	4/10/ Required 2/5/
Total Different Types Of Ground Level Components	3/6/ Required 2/3/

This play equipment is recommended for children ages 2-5/5-12

Minimum Area Required:  
Scale: -  
This drawing can be scaled only when in an 18" x 24" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
EB  
Date:  
5/22/2023  
Drawing Name:  
107127-01-Opt 2



GameTime C/O Great Western Recreation  
P.O. Box 680121  
Fort Payne, AL 35967  
Office: 435-245-5055 Fax: 435-245-5057  
www.gwpark.com

## Pioneer Park Playground Option 2C

City of San Fernando  
Attn: Julian Venegas  
117 Macneil St  
San Fernando, CA 91340  
Phone: 818-898-7381  
jvenegas@sfcity.org

Ship to Zip 91340

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Inclusive Structure- • Reference Drawing 109417-01-Opt 2	\$141,532.00	\$69,400.22	\$69,400.22
1	RDU	GameTime - Swings- • Reference Drawing 109417-01-Opt 2	\$6,802.00	\$6,092.24	\$6,092.24
1	EKW02I	GameTime - ECHO PreSchool Whimsy Inground	\$24,091.00	\$20,236.44	\$20,236.44
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,237.00	\$1,006.65	\$1,006.65
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$945.00	\$425.25	\$425.25
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$713.00	\$627.44	\$627.44
1	14927	GameTime - NDS Play On Sign Package			
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	14911	GameTime - Thrive 250	\$14,856.00	\$12,181.92	\$12,181.92
5763	PIP	GT-Impax - Poured in Place Surfacing - **List Price \$129,878.35, discounted per Omnia Contract  5,763 Total Sq Ft ( 2 pads adjacent to each other ) Playground = 5,365 sf, 8' CFH, Includes (2) 50/50 Standard EPDM and Black colors - TBD Simple design includes 3 sections of 2 alternating colors, no TTA pads Fitness pad 1 = 398 sf, 8' CFH Fitness pads include 50/50 standard EPDM and black, with no design, no TTA pads Aromatic Binder Prevailing Wages	\$18.48	\$18.48	\$106,500.24
1	INSTALL	TJ Janca - Site Work- • Demo/remove existing equipment. • Demo/remove PIP for 5,365 sq ft at 3 ½" depth. • Excavate/remove existing grass/earth 398 sq ft at 7.5" depth. • Provide/install CAB materials compacted to 90% for 5,763 sq ft at 6" depth. • Provide/install temp fencing around playground area for 350'LF (windscreen and sand bags not included) • Provide and install 40 LF of MOW Curb 6"x8". • Remove and dispose of spoils. • Prevailing wages. • Price includes one (1) move-on only.	\$58,185.00	\$58,185.00	\$58,185.00



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## Pioneer Park Playground Option 2C

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	INSTALL	TJ Janca - Playground Equipment - • Installation only of (1) Gametime structure #107127-01-Opt2 • Installation only of New Thrive 250 • Footings excavation, and concrete. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Price includes one (1) move-on only.	\$71,335.00	\$71,335.00	\$71,335.00
Contract: OMNIA #2017001134				Sub Total	\$345,990.40
				Freight	\$5,600.00
				Tax	\$11,271.94
				Total	\$362,862.34

### Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

\*\*\*OPTIONAL-To include a Payment and Performance Bond, please add \$5545 plus tax if applicable.

Shipping to Site Address:  
828 Harding Street  
San Fernando, CA 91340

\*Freight charges are based on listed zip code and are subject to change if shipping information changes.

\*Deposit may be required.

Customer is responsible for offloading.

Prevailing Wages

City of San Fernando OMNIA # 4001568



GameTime C/O Great Western Recreation  
 P.O. Box 680121  
 Fort Payne, AL 35967  
 Office: 435-245-5055 Fax: 435-245-5057  
 www.gwpark.com

## Pioneer Park Playground Option 2C

Remit Payment to:  
 GameTime  
 P.O. Box 680121  
 Fort Payne, AL 35968

### Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.  
 If sales tax exempt, you must provide a copy of certificate to be considered exempt.

### Prices :

FOB Factory.

### Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.  
 Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.  
 Standard orders with equipment, installation and surfacing are requested to be split billed.  
 Equipment, Taxes & Freight as noted above  
 Installation and Surfacing billed as completed and Due Upon Receipt.

### Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.





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**EXHIBIT "B"**

**CONTRACT NO. 2196** 08/02/2023  
Quote #  
109417-01-05

## Pioneer Park Playground Option 2C

### ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: \$362,862.34

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

\_\_\_\_\_  
Signature

Please fill out this [ORDER FORM](#), this is required to process the order .



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

**From:** Nick Kimball, City Manager  
By: Richard Padilla, Assistant City Attorney  
Julia Fritz, City Clerk

**Date:** August 21, 2023

**Subject:** Discussion Regarding City Councilmembers' Statutory Maximum Salary and Other Benefits and Provide Staff with Direction, as Appropriate

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Discuss the statutory maximum for City Councilmembers' current salary and benefits Resolution No. 8242 (Attachment "A") and Resolution Nos. 7973(a) and 7973 (Attachment "B"); and
- b. Provide staff with direction, as appropriate.

**BACKGROUND:**

1. On February 20, 1980, the City Council adopted two ordinances related to compensation (Ordinance Nos. 1158 and 1159) that set monthly compensation at \$282 per month. The effective date of the salary set forth in these Ordinances was April 1, 1980.
2. On September 15, 1986, the City Council adopted Ordinance No. 1292, increasing compensation to \$378 per month. The effective date of this Ordinance was October 15, 1986.
3. On December 18, 1995, the City Council adopted Ordinance No. 1459, increasing compensation to \$476.40 per month. The effective date of this Ordinance was April 1, 1997.
4. On April 3, 2000, the City Council adopted Ordinance No. 1515, increasing compensation to \$579.06 per month. The effective date of this Ordinance was March 13, 2001.
5. On November 3, 2014, the City Council adopted Ordinance No. 1636, which enables a City Council salary and authorizes the amount to be set by resolution pursuant to the amounts authorized in Government Code 36516. Adoption of this Ordinance only changed the process



by which City Council salary is set. It did not make any change to the existing salary of \$579.06 per month.

6. On December 1, 2014, the City Council adopted Resolution No. 7662, setting the salary at \$580.00 per month. The effective date of this resolution was April 1, 2015.
7. On January 27, 2020, the City Council discussed the proposed City Councilmember salary adjustment, but tabled the item to be presented at the next regular City Council meeting.
8. On February 3, 2020, the City Council continued to discuss the proposed salary adjustment as well as other City Council benefits. The City Council adopted the following motions and created an Ad Hoc Committee (Fajardo, Ballin) to develop additional recommendations regard City Council salary.
  - a. Classic PERS members (on the City Council) increase PERS Contribution, effective December 1, 2020, at the same level as the Department Head Group (i.e., 2% upon adoption, additional 1% on July 1, 2021 and an additional 1% on July 1, 2022; and
  - b. For Councilmembers that participate in the City's health care program, the program will be similar to the San Fernando Police Officers Association (SFPOA), which will pay up to the third highest health plan. Councilmembers enrolling in a more expensive plan will pay the difference. Councilmembers enrolling in a less expensive plan will not receive any surplus funds back.
9. On May 12, 2020, the City Council briefly discussed the proposed City Councilmember salary adjustments which included input from the Ad Hoc Committee. With recommendations from the Ad Hoc Committee, the City Council tabled the discussion regarding revisions to the City Council salary. This effectively froze the City Council salary at the current amount of \$580 per month through December 2022, or until further adjustments are approved thereafter.
10. On June 20, 2023, the City Council approved the Fiscal Year 2023-2024 budget. During the discussion of adopting the Fiscal Year 2023-2024 salary plan, City Council directed staff to return to a future meeting to discuss City Council benefits and staff recommended including a discussion of City Council salaries as well.

#### **ANALYSIS:**

Councilmembers may receive a salary and benefits for their service on the City Council pursuant to Government Code<sup>1</sup> Sections 36516 and 53200 - 53210. Under Section 53208, there is no

<sup>1</sup> All statutory references are to the Government Code unless otherwise stated.

Section 1090<sup>2</sup> violation when council member approves salary or health benefits for themselves. While councilmembers may ordinarily vote on an ordinance increasing their salary, if any vote will only affect some council members, but not others, then a conflict may exist. Council members also avoid violation of financial conflict of interest restrictions under the Political Reform Act when voting on salaries, benefits, and reimbursements because such emoluments of office are *generally* not considered disqualifying “economic interests”. (Section 82030(b), FPPC Regulation 18232(a)-(c)).

### **CITY COUNCIL SALARIES**

#### **Statutory Baseline Salary Amount.**

Under Section 36516, Councilmembers may receive a monthly salary that must be set by ordinance. (Section 36516(a)(1), (a)(4)). Section 36516 also sets forth a five-tier schedule of baseline salary amounts with more populous cities being given higher baseline salaries than less populous cities. (Section 36516(a)(2)). Currently, cities, with a population of 35,000 or less, like San Fernando, have a baseline salary amount of \$300 per month. However, with the recent passage of SB 329 earlier this year, this baseline salary amount for cities with a population of 35,000 or less will increase to \$950 per month effective January 1, 2024. (The text of Section 36516 as it currently reads is attached as Attachment “C” and the text of SB 329, which amends Section 36516 effective January 1, 2024 is attached as Attachment “D”).

- ***Payments That are Not Considered Part of Salary.***

Any amounts paid by a city for retirement, health and welfare and federal social security benefits are *not* included for purposes of determining salary, provided that the *same* benefits are available and paid by the city for its employees. (Section 36516(d)). Likewise, any amounts paid by a city to reimburse<sup>3</sup> a councilmember for actual and necessary expenses incurred in the performance of official duties are also not considered part of the salary authorized under Section 36516.

<sup>2</sup> Government Code Section 1090 prohibits an officer, employee, or agency from participating in making government contracts in which the official or employee within the agency has a financial interest. Section 1090 applies to virtually all state and local officers, employees, and multimember bodies, whether elected or appointed, at both the state and local level.

<sup>3</sup> As to reimbursement for vehicle usage, while some public agencies reimburse based on a mileage reimbursement process, others reimburse through a flat allowance authorized by statute and case law that permits such allowances when empirically demonstrable information shows that the allowance matches actual and necessary expenses incurred. (Section 1223; *Citizen Advocates, Inc. v. Board of Supervisors*, 146 Cal. App. 3d 171, 194 Cal. Rptr. 61 (1983); See also *Albright v. City of South San Francisco*, 44 Cal. App. 3d 866, 118 Cal. Rptr. 901 (1975)). The California Attorney General has also opined that statutes enacted in 2006 relating to expense reimbursement were not intended to supersede Section 1223, the earlier-enacted allowance statute that authorizes local officials to “contract” for an allowance or mileage rate for automobile owned, rented or used in the performance of official duties. See 93 Cal. Ops Atty Gen. 9 (2010).

- *Payments for Service on Other Bodies.*

Unless specifically authorized by *state* law, a city council may not pay itself more money for serving on other boards and commissions. (Section 36516(c)). If a separate statute authorizes such additional compensation but does not specify the amount of such compensation, the maximum amount a councilmember may receive is \$150 per month for each commission, committee, board, authority, or similar body. (Section 36516(c).)

Increases to Baseline Salary Amount.

Councilmember salaries may be increased *above* the baseline salary amount stated in Section 36516 by applying the escalator formula set forth under subdivision (a)(4) of Section 36516. As with the initial establishment of City Council salaries by ordinance, all subsequent adjustments must also be approved by ordinance. No salary ordinance may be enacted or amended to provide for automatic future increases in salary (Section 36516(a)(4); effective January 1, 2024, Section 36516(g)).

Currently, Councilmember salaries may be increased by an amount not to exceed 5% for each calendar year from the operative date of the last adjustment. Accordingly, if the City Council has not had a salary increase in the last 20 years, it can adopt an ordinance effectively doubling its salary:  $20 \times 5\% = 100\%$ . The Attorney General has ruled that the maximum 5% per year percentage increase must be applied only once, with no compounding. 89 Ops.Cal.Atty.Gen. 159 (2006). You can only calculate the increase based on what the actual salary was, not on what it could have been. In other words, the City may not apply the 5% to the currently received salary amount only for the first year, and then apply it to the newly calculated amount for the second year and continue these separate calculations for each intervening year. For example, if six years have passed since the last salary increase, only one calculation – an increase of 30% - is to be made, not six separate calculations, one on top of the other.

The escalator formula will change slightly effective January 1, 2024, per SB 329 to provide that increases to salary amounts, including increases from the initial baseline amount set forth under Section 36516 may not exceed the great of the following:

- An amount equal to 5% for each calendar year from the operative date of the last salary adjustment; or
- An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, subject to a 10% per calendar year cap.

In other words, beginning January 1, 2024, an increase could theoretically exceed 5% if outpaced by inflation as measured by the Consumer Price Index, subject to a 10% overall cap.

Procedure for Increasing Salaries and Effective Date of Increase.

As the establishment and subsequent adjustment of City Council salaries must be approved by ordinance, at a minimum a city council must approve the ordinance for a first reading and a later second reading that is done no less than five days from the date of the first reading. While the ordinance instrument then takes effect 30 days from the date of its approval for second reading, Section 36516.5 prohibits any change in compensation during a councilmember's term of office. This, however, does not mean that Councilmember X, elected in 2022, must wait until her next term of office begins in 2026. Because City Council members serve staggered terms, Councilmember X would be eligible for an increase following the next municipal election in 2024, when two or three of their City Council colleagues must run for reelection, even though X is in the middle of their own term.

Effective January 1, 2024, SB 329 will add the following additional procedural requires for the approval of City Council salary adjustments:

- The ordinance to adjust the salary must be heard over the course of two *regular* City Council meetings. As a general rule, the second reading of an ordinance must be conducted at a regular meeting of a city council, but the first reading may be conducted at a special meeting. SB 329 eliminates the ability to conduct the first reading of a city council salary ordinance at a special meeting.
- For the first reading of the ordinance the City Council must include findings that demonstrate the need for the increased compensation.
- The second reading must be conducted no less than seven days (as opposed to the typical five days) from the date of the first reading.

#### Application of Salary Rules to San Fernando City Council.

The last *ordinance* approving City Council salaries, Ordinance No. 1515, was adopted on April 3, 2000, with an operative date of March 13, 2001. The monthly salary amount was set at \$579.06 per month. By multiplying 5% by 22 years, the City Council could increase the current salary by 110% which translates to a salary of \$1,216.03. If the increase were to be approved before the 2024 election cycle, the increase would take effect in December 2024.

#### **CITY COUNCIL BENEFITS**

Sections 53200-53210 authorize a city to provide health and welfare benefits to Council Members. Any amounts paid by a city for retirement, health and welfare, and federal social security benefits are not counted for purposes of determining salary under Section 36516, provided that the same benefits are available and paid by the city for its employees. Section 36516(d). Any medical plan offered must also provide benefits ***"for a large number of employees."*** (Section 53202.3).



Section 53208.5 limits the amount of benefits for council members who begin service after January 1, 1995 to an amount ***“no greater than that received by non-safety employees”*** of the City. (Section 53208.5). Where a city has different benefit structures, the Council Members’ benefits can be no greater than the most generous schedule of benefits being received by any category of non-safety employees. Section 53208.5(b).

A city may pay for all, or part of, the health and welfare benefits offered to Council Members, and may provide health benefits to Council Members’ spouses and dependents. (Sections 53205 and 53201(a). See also 76 Ops.Atty.Gen. 91 (2003)).

City Council Members of a general law city may redirect the value of health insurance benefits to a deferred compensation plan without violating the statutory limitation upon the amount of compensation authorized for Council Members. (See 89 Ops.Atty.Gen. 107 (2006)).

Finally, with respect to retirement benefits, the California Public Employees’ Retirement Law (“PERL”) provides “optional” membership rights for certain public officers and employees. Section 20322(a) states an “elective officer” is excluded from membership in CalPERS unless the elective officer files an election in writing with the CalPERS Board of Administration to become a member. Council Members are deemed “elected officers” within the meaning of the PERL (Section 20323(b)).<sup>4</sup> Per Section 53060.1(b), retirement benefits of Council Members shall be no greater than that received by non-safety employees of the city.

The City Council’s Fiscal Year 2023-2024 budget, adopted by way of Resolution No. 8242 (Attachment “A”), modifies the following benefits provided to City Department Heads which are also provided to City Councilmembers on the same terms:

- Wellness Benefit: The benefit was increased from \$600 to \$750 annually.
- Car Allowance: The benefit was increased from \$300 to \$400 per month.
- Technology Reimbursement: The benefit was increased from \$100 to \$125 per month.
- Medical, Dental and Vision Insurance: City Councilmembers shall receive any and all employee medical, dental, and vision insurance benefits otherwise afforded the City’s executive management employees (Department Heads). However, where a fixed Cafeteria Plan allotment is provided for the purchase of medical, dental, and vision insurance, and the Councilmember does not spend his or her entire allotment, the

<sup>4</sup> Section 20039 states that final compensation of a local elective officer on a city council accrued while in membership pursuant to Section 20322, will be based on the highest average annual compensation earnable by the member during the period of employment in each elective or appointed office. This applies to all elected or appointed city council members who have been elected or appointed on or after July 1, 1994.

balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.

- Retirement: City Councilmembers shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws for elected officials.
- For other applicable benefits not specifically identified above that apply to City Councilmembers, please refer to Resolution Nos. 7973(a) and 7973 (Attachment "B").

**BUDGET IMPACT:**

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

**RECOMMENDATION:**

It is recommended that the City Council provide direction to staff regarding modifications to City Council salary and benefits, subject to and in compliance with the legal requirements and restrictions described, above.

**ATTACHMENTS:**

- A. Resolution No. 8242
- B. Resolution Nos. 7873(a) and 7973
- C. Government Code Section 36516
- D. Senate Bill 329 effective January 1, 2024

**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.

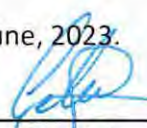
**SECTION 10:** The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs such as reimbursable planning services, recreation enrichment classes, youth sports programs or other services that will be reimbursed by an applicant, provided the adjustment 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 20<sup>th</sup> 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<sup>th</sup> day of June, 2023, by the following vote of the City Council:

**AYES:** Solorio, Fajardo, Mendoza, Rodriguez - 4

**NAYS:** None

**ABSENT:** Montañez - 1

**ABSTAINED:** None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 6<sup>th</sup> day of July, 2023.

  
Julia Fritz, City Clerk

**City of San Fernando**  
**Adjustments to Proposed Budget**  
**Fiscal Year 2023-2024**

**EXHIBIT "1"**  
**RES. NO. 8242**

001 - GENERAL FUND				
Beginning Fund Balance:		7,132,761		
Proposed Revenue Total		26,278,215		
Account - Description	Proposed Estimate	Revised Estimate	Change	
N/A	-	-	-	
Total Revenue Adjustments		-	-	-
Revised Revenue Total		26,278,215		
<hr/>				
Proposed Expenditure Total		26,011,380		
Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
001-424-0000-4260 CONTRACTUAL SERVICES	103,680	83,680	(20,000)	Moved to Park Revitalization Gap Fund
001-424-0000-4430 ACTIVITIES AND PROGRAMS	20,000	12,000	(8,000)	Moved to Park Revitalization Gap Fund
001-423-0000-4101 SALARIES-PERMANENT EMPLOYEES	110,407	135,407	25,000	Reclassify One (1) PT Office Clerk to FT
001-150-0000-4111 COMMISSIONERS REIMBURSEMENT	4,500	6,000	1,500	Increase to Commissioner Stipends
001-310-0000-4111 COMMISSIONERS REIMBURSEMENT	4,500	6,000	1,500	Increase to Commissioner Stipends
001-420-0000-4111 COMMISSIONERS REIMBURSEMENT	9,000	12,000	3,000	Increase to Commissioner Stipends
001-222-0000-4140 WELLNESS BENEFIT	-	150	150	Increase to Exec/City Council Benefits
001-222-0000-4101 SALARIES - PERMANENT EMPLOYEES	853,427	853,452	25	Increase to Exec/City Council Benefits
001-222-0000-4390 VEHICLE ALLOW & MILEAGE	-	100	100	Increase to Exec/City Council Benefits
001-310-0000-4140 WELLNESS BENEFIT	300	450	150	Increase to Exec/City Council Benefits
001-310-0000-4101 SALARIES - PERMANENT EMPLOYEES	386,045	386,070	25	Increase to Exec/City Council Benefits
001-310-0000-4390 VEHICLE ALLOW & MILEAGE	1,800	1,900	100	Increase to Exec/City Council Benefits
001-150-0000-4140 WELLNESS BENEFIT	150	300	150	Increase to Exec/City Council Benefits
001-150-0000-4101 SALARIES - PERMANENT EMPLOYEES	181,037	181,062	25	Increase to Exec/City Council Benefits
001-150-0000-4390 VEHICLE ALLOW & MILEAGE	1,800	1,900	100	Increase to Exec/City Council Benefits
001-130-0000-4140 WELLNESS BENEFIT	600	750	150	Increase to Exec/City Council Benefits
001-130-0000-4101 SALARIES - PERMANENT EMPLOYEES	529,355	529,380	25	Increase to Exec/City Council Benefits
001-130-0000-4390 VEHICLE ALLOW & MILEAGE	3,800	3,900	100	Increase to Exec/City Council Benefits
001-420-0000-4140 WELLNESS BENEFIT	450	600	150	Increase to Exec/City Council Benefits
001-420-0000-4101 SALARIES - PERMANENT EMPLOYEES	196,780	196,805	25	Increase to Exec/City Council Benefits
001-420-0000-4390 VEHICLE ALLOW & MILEAGE	4,817	4,917	100	Increase to Exec/City Council Benefits
001-115-0000-4140 WELLNESS BENEFIT	600	750	150	Increase to Exec/City Council Benefits
001-115-0000-4101 SALARIES - PERMANENT EMPLOYEES	247,790	247,815	25	Increase to Exec/City Council Benefits
001-115-0000-4390 VEHICLE ALLOW & MILEAGE	3,600	3,700	100	Increase to Exec/City Council Benefits
001-107-0000-4140 WELLNESS BENEFIT	600	750	150	Increase to Exec/City Council Benefits
001-107-0000-4101 SALARIES - PERMANENT EMPLOYEES	193,091	193,116	25	Increase to Exec/City Council Benefits
001-107-0000-4390 VEHICLE ALLOW & MILEAGE	3,600	3,700	100	Increase to Exec/City Council Benefits
001-105-0000-4140 WELLNESS BENEFIT	600	750	150	Increase to Exec/City Council Benefits
001-105-0000-4101 SALARIES - PERMANENT EMPLOYEES	496,961	496,986	25	Increase to Exec/City Council Benefits
001-105-0000-4390 VEHICLE ALLOW & MILEAGE	3,600	3,700	100	Increase to Exec/City Council Benefits
001-101-0000-4101 SALARIES - PERMANENT EMPLOYEES	40,800	42,125	1,325	Increase to Exec/City Council Benefits
001-101-0000-4390 VEHICLE ALLOW & MILEAGE	18,000	18,500	500	Increase to Exec/City Council Benefits
001-101-0103-4140 WELLNESS BENEFIT	600	750	150	Increase to Exec/City Council Benefits
001-101-0104-4140 WELLNESS BENEFIT	600	750	150	Increase to Exec/City Council Benefits
001-101-0107-4140 WELLNESS BENEFIT	600	750	150	Increase to Exec/City Council Benefits
001-101-0108-4140 WELLNESS BENEFIT	600	750	150	Increase to Exec/City Council Benefits
001-101-0113-4140 WELLNESS BENEFIT	-	750	750	Increase to Exec/City Council Benefits
001-101-0102-4140 WELLNESS BENEFIT	600	-	(600)	Increase to Exec/City Council Benefits
001-101-0102-4220 PHONE & PAGER	1,200	-	(1,200)	Increase to Exec/City Council Benefits
001-101-0000-4270 PROFESSIONAL SERVICES	8,500	72,500	64,000	Language Translation Services
001-311-0000-4105 OVERTIME	-	12,500	12,500	Sidewalk Cleaning - Homeless Services
001-190-0000-4953 TRANSFER TO COMM INV FUND	-	25,000	25,000	Public Arts - Mural Fund
001-115-0000-4260 CONTRACTUAL SERVICES	24,169	27,669	3,500	Commissioner Training - Onsite Consultant
001-190-0000-4430 ACTIVITIES & PROGRAMS	-	2,000	2,000	Citywide Holiday Party
001-312-0000-4300 DEPARTMENT SUPPLIES	12,120	17,120	5,000	Graffiti Removal Supplies
001-311-0000-4105 OVERTIME	-	10,100	10,100	Illegal Dumping/Bulky Items Staff OT
001-101-0000-4500 CAPITAL EXPENSES	-	5,000	5,000	City Council Office Furniture
001-101-0101-4370 MEETINGS & TRAVEL	4,500	-	(4,500)	Increase to City Council Travel Conf. & Conv.
001-101-0102-4370 MEETINGS & TRAVEL	4,500	-	(4,500)	Increase to City Council Travel Conf. & Conv.
001-101-0104-4370 MEETINGS & TRAVEL	4,500	5,000	500	Increase to City Council Travel Conf. & Conv.
001-101-0107-4370 MEETINGS & TRAVEL	4,500	5,000	500	Increase to City Council Travel Conf. & Conv.
001-101-0108-4370 MEETINGS & TRAVEL	4,500	5,000	500	Increase to City Council Travel Conf. & Conv.
001-101-0103-4370 MEETINGS & TRAVEL	-	5,000	5,000	Increase to City Council Travel Conf. & Conv.
001-101-0113-4370 MEETINGS & TRAVEL	-	5,000	5,000	Increase to City Council Travel Conf. & Conv.
001-101-0101-4380 SUBSCRIPTIONS, DUES & MMBRSHIPS	200	-	(200)	Increase to City Council Memberships & Dues

**City of San Fernando**  
**Adjustments to Proposed Budget**  
**Fiscal Year 2023-2024**

**EXHIBIT "1"**  
**RES. NO. 8242**

001-101-0102-4380	SUBSCRIPTIONS, DUES & MMBRSHIPS	200	-	(200)	Increase to City Council Memberships & Dues
001-101-0104-4380	MEMBERSHIPS & SUBSCRIPTIONS	200	700	500	Increase to City Council Memberships & Dues
001-101-0107-4380	MEMBERSHIPS & SUBSCRIPTIONS	200	700	500	Increase to City Council Memberships & Dues
001-101-0108-4380	SUBSCRIPTIONS, DUES & MMBRSHIPS - C M	200	700	500	Increase to City Council Memberships & Dues
001-101-0103-4380	MEMBERSHIPS & SUBSCRIPTIONS	-	700	700	Increase to City Council Memberships & Dues
001-101-0113-4380	MEMBERSHIPS & SUBSCRIPTIONS	-	700	700	Increase to City Council Memberships & Dues
001-424-0000-4430	ACTIVITIES AND PROGRAMS	20,000	22,500	2,500	Liberty Bell Special Event
001-423-0000-4105	OVERTIME	-	5,000	5,000	Child Care Services - Community Engagement Events
001-424-0000-4300	DEPARTMENT SUPPLIES	9,000	10,500	1,500	Children Tables & Chairs
001-424-0000-4500	CAPITAL EXPENSES	-	4,000	4,000	Furnish Pioneer Park Field House
001-311-0000-4310	EQUIPMENT AND SUPPLIES	4,350	6,350	2,000	Parks Signage - Vandalism Reporting
001-311-0000-4310	EQUIPMENT AND SUPPLIES	4,350	4,850	500	Parks Signage - Do Not Enter/Wrong Way (Las Palmas)
001-190-0000-4917	TRANSFER TO RECREATION FUND	-	51,360	51,360	Park Revitalization Fund
<b>Total Expenditure Adjustments</b>		<b>3,531,879</b>	<b>3,737,414</b>	<b>205,535</b>	

**Revised Expenditure Total** **26,216,915**  
**Operating Surplus(Deficit)** **61,300**

**Ending Fund Balance:** **7,194,061**

**002 - SUPPLEMENTAL LAW ENFORCEMENT FUNDS (SLESF)**

**Beginning Fund Balance:** **193,224**

**Proposed Revenue Total** **422,860**

<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>
002-3679-0000 COPS MORE	422,860	150,000	(272,860)
<i>Correction to Grant Funding</i>			
<b>Total Revenue Adjustments</b>	<b>422,860</b>	<b>150,000</b>	<b>(272,860)</b>

**Revised Revenue Total** **150,000**

**Proposed Expenditure Total** **325,022**

<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>
002-190-0000-4901 TRANSFER TO GENERAL FUND	325,022	150,000	(175,022)
<i>Correction to Grant Funding</i>			
<b>Total Expenditure Adjustments</b>	<b>325,022</b>	<b>150,000</b>	<b>(175,022)</b>

**Revised Expenditure Total** **150,000**  
**Operating Surplus(Deficit)** **0**

**Ending Fund Balance:** **193,224**

**012 -MEASURE R**

**Beginning Fund Balance:** **1,200**

**Proposed Revenue Total** **180,022**

<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>
012-3210-0000 SALES AND USE TAXES	180,022	422,860	242,838
<i>Correction to Grant Funding</i>			
<b>Total Revenue Adjustments</b>	<b>180,022</b>	<b>422,860</b>	<b>242,838</b>

**Revised Revenue Total** **422,860**

**Proposed Expenditure Total** **325,022**

<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>
012-311-0562-4600 HSIP CYCLE 8 TRAFFIC SIGNAL IMPR	-	95,000	95,000
<b>Total Expenditure Adjustments</b>	<b>-</b>	<b>95,000</b>	<b>95,000</b>

**Revised Expenditure Total** **420,022**  
**Operating Surplus(Deficit)** **2,838**

**Ending Fund Balance:** **4,038**

**City of San Fernando**  
**Adjustments to Proposed Budget**  
**Fiscal Year 2023-2024**

**EXHIBIT "1"**  
**RES. NO. 8242**

017 - RECREATION SELF SUSTAINING FUND				
Beginning Fund Balance:			(14,034)	
Proposed Revenue Total			169,750	
Account - Description		Proposed Estimate	Revised Estimate	Change
017-3770-1221	SENIOR YOGA	2,500	4,000	1,500
017-3770-1327	TENNIS/PICKLEBALL	10,000	11,500	1,500
017-3770-1332	YOUTH SOCCER	7,000	8,000	1,000
017-3770-1339	LINE DANCE CLASS	600	1,000	400
017-3770-1354	ADMINISTRATIVE FEES	8,203	8,500	297
017-3770-1355	VETERANS PROGRAM	2,100	7,800	5,700
017-3770-1362	FOLK DANCE	5,000	9,500	4,500
017-3770-1364	AZTEC DANCE	500	600	100
017-3770-1399	PARK REC PROG-DAY CAMP PROGRAM	7,947	87,500	79,553
017-3970-0000	TRANSFER FROM GENERAL FUND	-	51,360	51,360
Total Revenue Adjustments		43,850	189,760	145,910
Revised Revenue Total			315,660	
Proposed Expenditure Total			340,753	
Account - Description		Proposed Appropriation	Revised 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	3,000
017-420-1330-4300	DEPARTMENT SUPPLIES	19,000	20,000	1,000
017-420-1332-4260	CONTRACTUAL SERVICES	8,000	7,000	(1,000)
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	-	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)
017-420-0000-4500	CAPITAL EXPENSES	-	51,360	51,360
Total Expenditure Adjustments		239,750	209,760	(29,990)
Revised Expenditure Total			310,763	
Operating Surplus(Deficit)			4,897	
Ending Fund Balance:			(9,137)	



**City of San Fernando**  
**Adjustments to Proposed Budget**  
**Fiscal Year 2023-2024**

**EXHIBIT "1"**  
**RES. NO. 8242**

**026 - COMMUNITY DEVELOPMENT BLOCK GRANT**

**Beginning Fund Balance: (26,995)**

**Proposed Revenue Total -**

<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>	
026-3693-0561 NEIGHBORHOOD CLEANUP PROGRAM	-	25,000	25,000	
026-3693-0185 SMALL BUSINESS ASST PROGRAM	-	21,503	21,503	
026-3693-7533 FINANCIAL LITERACY	-	5,000	5,000	
<i>Total Revenue Adjustments</i>	-	<i>51,503</i>	<i>51,503</i>	

2023-2024 CDBG Allocation -  
Approved at 6/5/2023 Council Meeting

**Revised Revenue Total 51,503**

**Proposed Expenditure Total -**

<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>	
026-152-0561-4260 NEIGHBORHOOD CLEANUP PROGRAM	-	25,000	25,000	
026-107-0185-4270 SMALL BUSINESS ASST PROGRAM	-	1,503	1,503	
026-107-0185-4450 SMALL BUSINESS ASST PROGRAM	-	20,000	20,000	
026-420-7533 -4270 FINANCIAL LITERACY	-	5,000	5,000	
<i>Total Expenditure Adjustments</i>	-	<i>51,503</i>	<i>51,503</i>	

2023-2024 CDBG Allocation -  
Approved at 6/5/2023 Council Meeting

**Revised Expenditure Total 51,503**

**Operating Surplus(Deficit) -**

**Ending Fund Balance: (26,995)**

**053 - COMMUNITY INVESTMENT FUND**

**Beginning Fund Balance: 18,766**

**Proposed Revenue Total 10,000**

<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>	
053-3970-0000	10,000	35,000	25,000	Public Arts - Mural Fund
<i>Total Revenue Adjustments</i>	<i>10,000</i>	<i>35,000</i>	<i>25,000</i>	

**Revised Revenue Total 35,000**

**Proposed Expenditure Total 10,000**

<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>	
053-150-0545-4270 CONTRACTUAL SERVICES	-	25,000	25,000	Public Arts - Mural Fund
<i>Total Expenditure Adjustments</i>	-	<i>25,000</i>	<i>25,000</i>	

**Revised Expenditure Total 35,000**

**Operating Surplus(Deficit) -**

**Ending Fund Balance: 18,766**

City of San Fernando  
Adjustments to Proposed Budget  
Fiscal Year 2023-2024

EXHIBIT "1"  
RES. NO. 8242

055 - COMMUNITY DEVELOPMENT				
Beginning Fund Balance:			137,861	
Proposed Revenue Total			50,000	
	Account - Description	Proposed Estimate	Revised Estimate	Change
	N/A	-	-	-
Total Revenue Adjustments		-	-	-
Revised Revenue Total			50,000	
Proposed Expenditure Total			33,842	
	Account - Description	Proposed Appropriation	Revised Appropriation	Difference
	055-135-0000-4260 CONTRACTUAL SERVICES	26,402	30,662	4,260
				-
Total Expenditure Adjustments		26,402	30,662	4,260
Revised Expenditure Total			38,102	
Operating Surplus(Deficit)			11,898	
Ending Fund Balance:			149,759	
070 - WATER FUND				
Beginning Fund Balance:			1,430,701	
Proposed Revenue Total			5,750,948	
	Account - Description	Proposed Estimate	Revised Estimate	Change
	N/A	-	-	-
Total Revenue Adjustments		-	-	-
Revised Revenue Total			5,750,948	
Proposed Expenditure Total			5,720,099	
	Account - Description	Proposed Appropriation	Revised Appropriation	Difference
	070-384-0000-4310 EQUIPMENT AND SUPPLIES	5,400	20,000	14,600
				-
Total Expenditure Adjustments		5,400	20,000	14,600
Revised Expenditure Total			5,734,699	
Operating Surplus(Deficit)			16,249	
Ending Fund Balance:			1,446,950	

EdgeSoft Software Agreement Increase Approved at 6/5/2023 Council Meeting				
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For add'l SCADA system parts and on-site chlorine generation				
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EdgeSoft Software Agreement Increase  
Approved at 6/5/2023 Council Meeting

For add'l SCADA system parts and on-site chlorine  
generation

City of San Fernando  
Adjustments to Proposed Budget  
Fiscal Year 2023-2024

EXHIBIT "1"  
RES. NO. 8242

073 - REFUSE FUND				
Beginning Fund Balance:			(728)	
Proposed Revenue Total			-	
	Account - Description	Proposed Estimate	Revised 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	-	(48,370)
073-350-0000-4820	DEPRECIATION EXPENSE	2,630	-	(2,630)
Total Expenditure Adjustments		51,000	-	(51,000)
Revised Expenditure Total			-	
Operating Surplus(Deficit)			-	
Ending Fund Balance:			(728)	

CITY OF SAN FERNANDO						CITY OF SAN FERNANDO							
FUND NO.	FUND NAME	Actual Beginning Balance July 1, 2022	Adjusted Revenues FY 2022-2023	Adjusted Expenditures FY 2022-2023	Adjusted Ending Balance June 30, 2023	Proposed Revenues FY 2023-2024	Transfers In	Total Resources	Adopted Operating Expenditures FY 2023-2024	Capital Expense	Transfers Out	Total Requirements	Estimated Ending Balance June 30, 2024
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	25,964,222	-	252,693	26,216,915	\$ 7,194,061
Total General Fund:		\$ 10,231,041	25,408,948	28,507,228	\$ 7,132,761	\$ 24,082,236	\$ 2,195,979	26,278,215	25,964,222	-	252,693	26,216,915	\$ 7,194,061
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 Development 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 Development Fund	\$ 457,046	500,934	744,182	\$ 213,798	\$ 563,814		563,814	218,000	462,704	16,138	696,842	\$ 80,770
009	Proposition "C" - Discretionary	\$ 21,177	753,381	775,376	\$ (818)	\$ -		-	-	-		-	\$ (818)
010	Grant Fund	\$ 7,340,126	20,246,051	36,411,387	\$ (8,825,210)	\$ -		-	-	-		-	\$ (8,825,210)
011	State Gas Tax Fund	\$ 71,119	721,383	792,002	\$ 500	\$ 674,693		674,693	27,886	25,000	270,572	323,458	\$ 351,735
012	Measure R Fund	\$ 1,185,891	375,701	1,560,392	\$ 1,200	\$ 422,860		422,860	180,022	240,000		420,022	\$ 4,038
013	Traffic Safety Fund	\$ 7,558	-	-	\$ 7,558	\$ 2,500		2,500	-	-		-	\$ 10,058
014	Cash In-Lieu of Parking	\$ 494,494	-	-	\$ 494,494	\$ -		-	-	-		-	\$ 494,494
015	Local Transportation Fund (SB 325)	\$ (22,927)	23,311	23,311	\$ (22,927)	\$ -		-	-	-		-	\$ (22,927)
016	Air Quality Management District Fund	\$ 141,856	30,000	-	\$ 171,856	\$ 28,000		28,000	-	-		-	\$ 199,856
017	Recreation Self Sustaining Fund	\$ (7,268)	272,744	279,510	\$ (14,034)	\$ 169,750	51,360	315,660	259,403	51,360		310,763	\$ (9,137)
018	Retirement Fund	\$ 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	\$ 2	-	-	\$ 2	\$ -		-	-	-		-	\$ 2
020	State Asset Seizure	\$ 9,859	-	9,961	\$ (102)	\$ -		-	-	-		-	\$ (102)
021	Federal Asset Seizure	\$ 8,573	-	8,763	\$ (190)	\$ -		-	-	-		-	\$ (190)
022	STPL	\$ 5,349	250,887	250,887	\$ 5,349	\$ -		-	-	-		-	\$ 5,349
023	Measure W Fund - SCW Program	\$ 350,273	280,000	445,000	\$ 185,273	\$ 283,000		283,000	-	394,000	10,290	404,290	\$ 63,983
024	Measure M Fund	\$ 1,409,850	425,794	1,835,144	\$ 500	\$ 450,000		450,000	-	345,000		345,000	\$ 105,500
025	Road Maintenance and Rehab (SB1)	\$ 1,537,258	564,259	2,101,017	\$ 500	\$ 584,584		584,584	-	655,000		655,000	\$ (69,916)
026	Community Development Block Grant	\$ (26,995)	303,639	303,639	\$ (26,995)	\$ 51,503		51,503	51,503	-		51,503	\$ (26,995)
027	Street Lighting	\$ 386,556	327,550	327,550	\$ 386,556	\$ 325,000		325,000	203,199	114,504	27,685	345,388	\$ 366,168
029	Parking Maintenance Operations	\$ 329,356	208,289	376,863	\$ 160,782	\$ 204,550		204,550	202,757	-	29,552	232,309	\$ 133,023
030	Mall Maintenance Operations	\$ (107,269)	85,000	90,259	\$ (112,528)	\$ 53,000		53,000	9,050	-		9,050	\$ (68,578)
032	Capital Outlay	\$ 1,857,537	3,053,194	4,857,733	\$ 52,998	\$ -		-	-	-		-	\$ 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	25,000	35,000	35,000	-		35,000	\$ 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	\$ 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 Policing	\$ (12,053)	-	-	\$ (12,053)	\$ -		-	-	-		-	\$ (12,053)
120	ABC Alcohol Beverage Control Grant	\$ -	-	-	\$ -	\$ -		-	-	-		-	\$ -
121	American Rescue Plan Act	\$ 7,527	5,568,340	5,575,867	\$ -	\$ -		-	-	-		-	\$ -
Total Special Revenue Funds:		\$ 27,480,502	\$ 41,468,986	\$ 64,339,836	\$ 4,609,652	\$ 9,492,100	277,561	9,864,211	6,933,723	2,287,568	962,068	10,183,359	\$ 4,290,504

CITY OF SAN FERNANDO						CITY OF SAN FERNANDO							
FUND NO.	FUND NAME	Actual Beginning Balance July 1, 2022	Adjusted Revenues FY 2022-2023	Adjusted Expenditures FY 2022-2023	Adjusted Ending Balance June 30, 2023	Proposed Revenues FY 2023-2024	Transfers In	Total Resources	Adopted Operating Expenditures FY 2023-2024	Capital Expense	Transfers Out	Total Requirements	Estimated Ending Balance June 30, 2024
Enterprise and Internal Service Funds:													
006	Self Insurance	\$ 800,836	2,419,641	2,666,905	\$ 553,572	\$ 2,359,641	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	\$ 842,025		842,025	569,378	-		569,378	\$ 991,882
043	Facility Maintenance	\$ 110,067	1,620,000	1,724,808	\$ 5,259	\$ 1,575,000		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	\$ 5,750,948		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	\$ 4,059,773	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	\$ 169,000		169,000	113,426	-		113,426	\$ 60,339
Total Enterprise and Internal Service Funds:		\$ 12,189,280	14,922,242	21,470,334	\$ 5,641,188	\$ 14,756,387	\$ 200,956	14,957,343	8,038,598	2,175,111	1,459,735	15,308,290	\$ 5,290,241
TOTAL ALL CITY FUNDS:		\$ 49,900,823	81,800,176	114,317,397	\$ 17,383,601	\$ 48,330,723	2,674,496	51,099,769	40,936,543	4,462,679	2,674,496	51,708,564	\$ 16,774,806



**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.

<b>Governmental Funds</b>		<b>Personnel</b>	<b>Operating</b>	<b>Capital Expenses</b>	<b>Internal Svs. Chrg.</b>	<b>Total Budget</b>
001	General Fund	16,406,165	6,732,634	9,000	3,069,116	26,216,915
<b>Total General Fund</b>		<b>\$ 16,406,165</b>	<b>\$ 6,732,634</b>	<b>\$ 9,000</b>	<b>\$ 3,069,116</b>	<b>\$ 26,216,915</b>

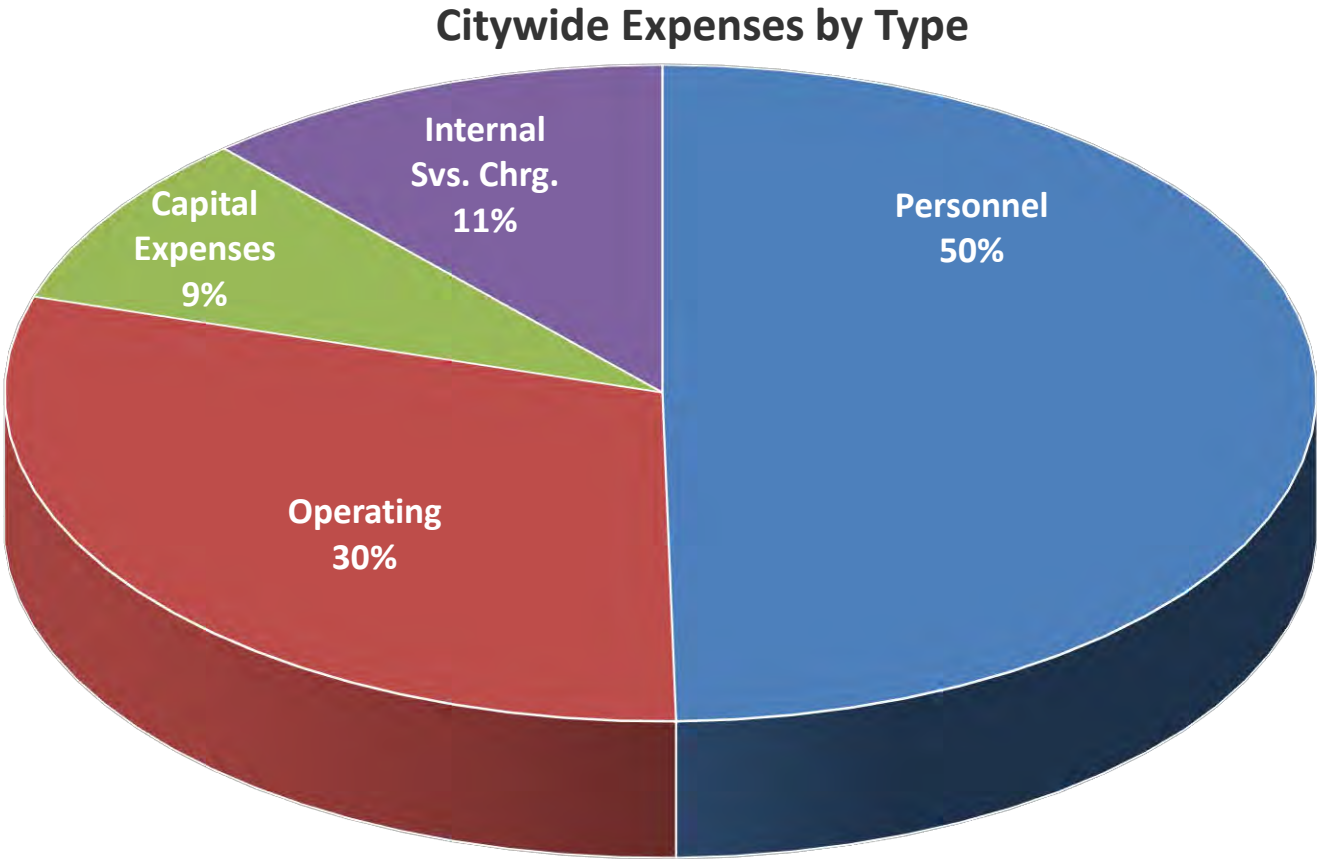
  

<b>Special Funds</b>		<b>Personnel</b>	<b>Operating</b>	<b>Capital Expenses</b>	<b>Transfers Out</b>	<b>Total Budget</b>
002	SLESF	-	-	-	150,000	150,000
007	Proposition A	66,852	552,159	-	50,559	669,570
008	Proposition C	-	218,000	462,704	16,138	696,842
009	Proposition C - Discretionary	-	-	-	-	-
010	Capital Grants	-	-	-	-	-
011	State Gas Tax	-	27,886	25,000	270,572	323,458
012	Measure R	-	180,022	240,000	-	420,022
013	Traffic Safety	-	-	-	-	-
014	Cash In-Lieu of Parking	-	-	-	-	-
015	Local Transportation	-	-	-	-	-
016	AQMD	-	-	-	-	-
017	Recreation Self Sustaining	87,500	171,903	51,360	-	310,763
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	-	35,000	-	-	35,000
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	-	-	-	-	-
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	-	-	-	-	-
<b>Total Special Funds</b>		<b>5,335,796</b>	<b>1,597,927</b>	<b>2,287,568</b>	<b>962,068</b>	<b>10,183,359</b>

CITY OF SAN FERNANDO  
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS  
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE  
FISCAL YEAR 2023-2024

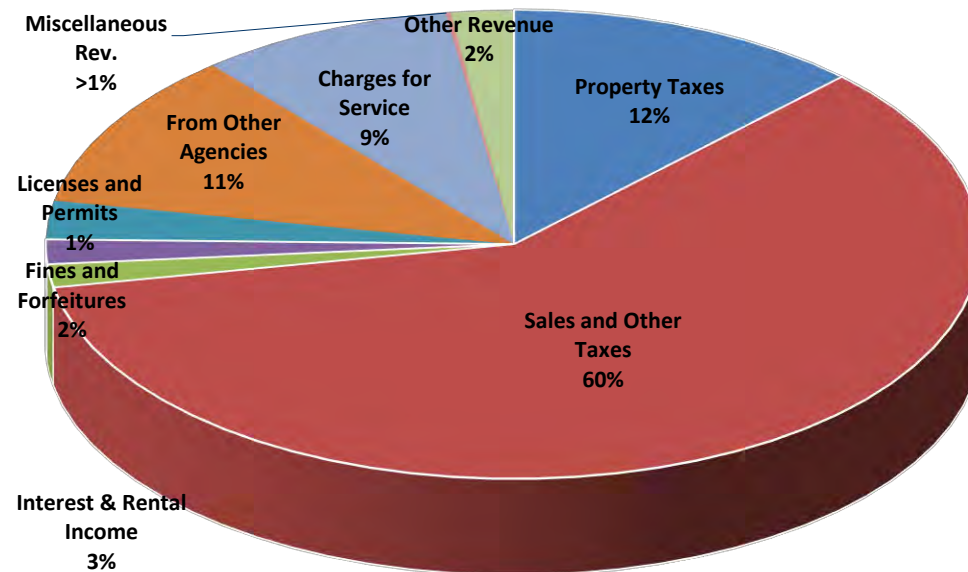
<i>Proprietary Funds</i>		Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
006	Self Insurance Fund	-	2,815,000	-	-	2,815,000
041	Equipment Maint/Replacement	224,578	262,200	-	82,600	569,378
043	Facility Maintenance	659,678	744,630	-	202,256	1,606,564
070	Water	2,036,472	1,598,637	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

Total Citywide Expenditures	\$	25,683,681	\$	15,541,735	\$	4,471,679	\$	6,011,470	\$	51,708,564
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**CITY OF SAN FERNANDO  
GENERAL FUND  
SUMMARY OF REVENUE BY TYPE  
FISCAL YEAR 2023-2024**

<b>General Fund Revenue</b>		
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
<b>Total Revenue</b>	<b>\$</b>	<b>26,278,215</b>



**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.

<b>ADMINISTRATION</b>		<b>Personnel</b>	<b>Operating</b>	<b>Capital Expenses</b>	<b>Internal Svc. Chrg.</b>	<b>Total Budget</b>
01-101	City Council	99,260	127,575	5,000	20,156	251,991
01-105	Administration	589,182	31,393	-	87,450	708,025
01-106	Personnel	444,093	44,235	-	81,318	569,646
01-107	Economic Development	214,630	53,700	-	29,682	298,012
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
<b>Total Administration Department</b>		<b>1,347,165</b>	<b>3,856,903</b>	<b>5,000</b>	<b>218,606</b>	<b>5,427,674</b>

<b>CITY CLERK</b>		<b>Personnel</b>	<b>Operating</b>	<b>Capital Expenses</b>	<b>Internal Svc. Chrg.</b>	<b>Total Budget</b>
01-115	City Clerk	316,196	42,444	-	50,193	408,833
01-116	Elections	-	3,000	-	-	3,000
<b>Total City Clerk Department</b>		<b>316,196</b>	<b>45,444</b>	<b>-</b>	<b>50,193</b>	<b>411,833</b>

<b>FINANCE</b>		<b>Personnel</b>	<b>Operating</b>	<b>Capital Expenses</b>	<b>Internal Svc. Chrg.</b>	<b>Total Budget</b>
01-130	Finance Administration	686,733	239,614	-	116,585	1,042,932
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	693,400	-	-	799,200
<b>Total Finance Department</b>		<b>2,467,203</b>	<b>1,450,413</b>	<b>-</b>	<b>143,035</b>	<b>4,060,651</b>

<b>COMMUNITY DEVELOPMENT</b>		<b>Personnel</b>	<b>Operating</b>	<b>Capital Expenses</b>	<b>Internal Svc. Chrg.</b>	<b>Total Budget</b>
01-140	Building and Safety	97,755	79,761	-	17,136	194,652
01-150	Planning/Administration	267,237	128,400	-	51,734	447,371
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
<b>Total Community Development</b>		<b>1,066,938</b>	<b>256,761</b>	<b>-</b>	<b>236,807</b>	<b>1,560,506</b>

<b>POLICE</b>		<b>Personnel</b>	<b>Operating</b>	<b>Capital Expenses</b>	<b>Internal Svc. Chrg.</b>	<b>Total Budget</b>
01-222	Police Administration	1,279,642	251,049	-	285,300	1,815,991
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
<b>Total Police Department</b>		<b>8,334,972</b>	<b>402,735</b>	<b>-</b>	<b>1,717,829</b>	<b>10,455,536</b>

CITY OF SAN FERNANDO  
GENERAL FUND  
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE  
FISCAL YEAR 2023-2024

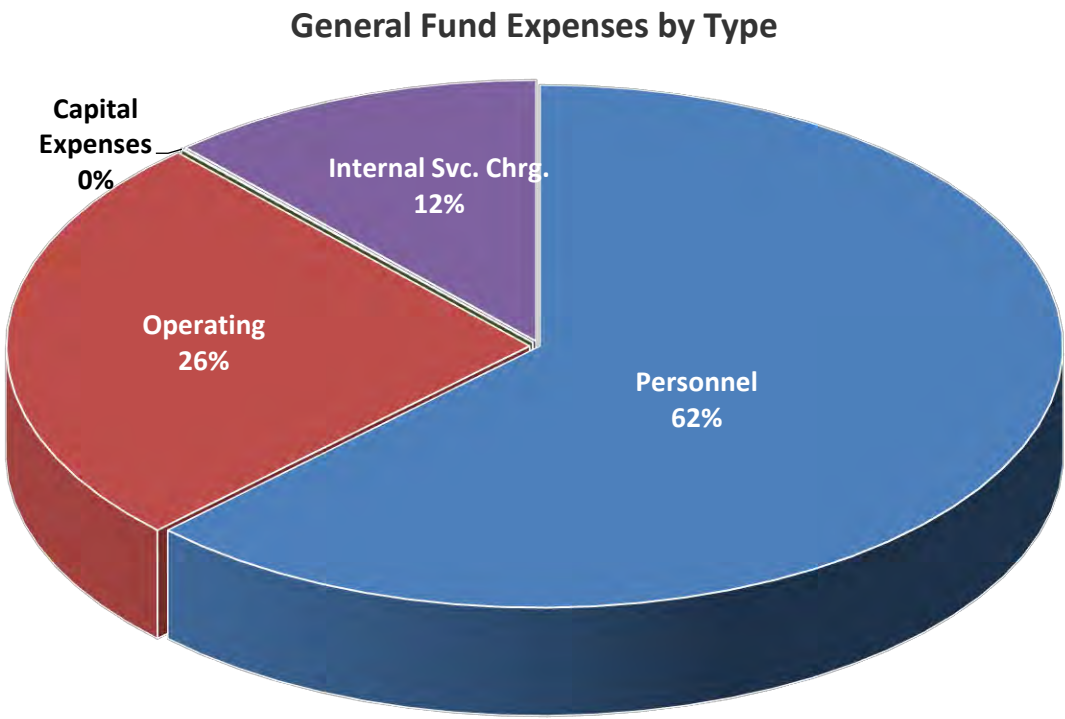
The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

PUBLIC WORKS*		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-310	Public Works Administration	535,857	253,727	-	85,816	875,400
01-311	Street Maintenance	413,960	154,068	-	130,956	698,984
01-312	Graffiti Removal	53,395	17,520	-	10,468	81,383
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		1,533,144	521,958	-	385,743	2,440,845

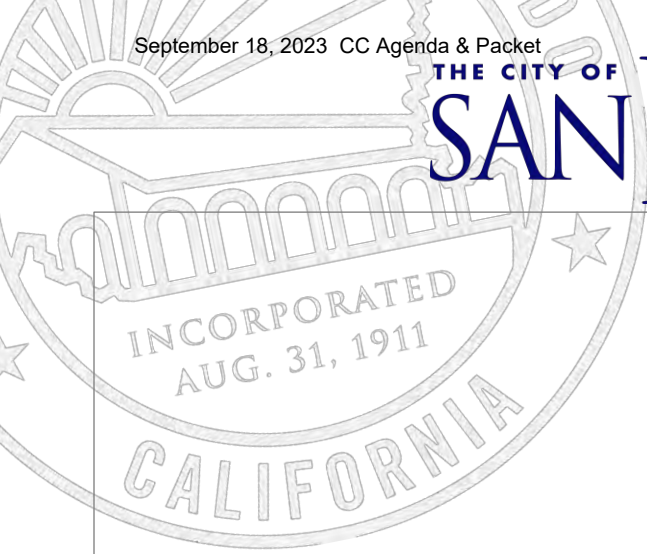
RECREATION & COMM SERVICES		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-420	RCS Administration	278,719	60,117	-	51,625	390,461
01-422	Community Services	252,125	17,450	-	49,907	319,482
01-423	Recreation	557,611	12,173	-	163,014	732,798
01-424	Cultural Arts and Special Events	252,092	108,680	4,000	52,357	417,129
Total Recreation & Comm Services		1,340,547	198,420	4,000	316,903	1,859,870

TOTAL GENERAL FUND		\$ 16,406,165	\$ 6,732,634	\$ 9,000	\$ 3,069,116	\$ 26,216,915
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\*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	Program Year		Strategic Goals
		FY2023-24	FY2024-25	
0560	Annual Street Resurfacing Project	\$1,900,811	\$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	\$969,220		V – Reducing Traffic Congestion
0562	HSIP Cycle 8 Traffic Signal Improvements	\$1,221,481		V – Reducing Traffic Congestion
TBD	Carlisle Green Alley Project		\$3,482,535	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, VI.2.a – Street Resurfacing
Water System Projects				
Project Number	Project Name	Program 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		\$7,750,000	IV.3.e – Continue to use 100% local groundwater supply



## 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	Allocation	
		FY 2023-24	FY2024-25 (estimated)
SB1	025-3623-0560	\$655,000	\$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:		<b>\$1,900,811</b>	<b>\$1,675,000</b>
<b>Total Sources (FY 2023-24):</b>		<b>\$1,900,811</b>	

USES		
Activity	Account Number	Cost
Pavement Design/Construction Management	025-311-0560-4600	\$ 200,000
Street Construction	025/029-311-0560-4600	\$ 1,700,811
<b>Total Uses</b>		<b>\$ 1,900,811</b>

### 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:		<b>\$2,029,679</b>	<b>\$0</b>
<b>Total Sources:</b>		<b>\$2,029,679</b>	

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
<b>Total Uses</b>		<b>\$ 2,029,679</b>

### **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

# THE CITY OF SAN FERNANDO

**Title:** Phase 2 Bus Shelter Project

**Program Years:** FY2023-24

**Strategic Goals:** V.5 – Beautify and Update Bus Stops

**Project:** 0175

SOURCES			
Fund	Account Number	Allocation	
		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:		<b>\$313,520</b>	<b>\$0</b>
<b>Total Sources:</b>		<b>\$313,520</b>	

USES		
Activity	Account Number	Cost
Construction	010-311-0175-4600	\$ 250,816
Match requirement	008-311-0175-4600	\$ 62,704
<b>Total Uses</b>		<b>\$ 313,520</b>

**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	Allocation	
		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:		<b>\$4,392,491</b>	<b>\$7,500,000</b>
<b>Total Sources:</b>		<b>\$11,892,491</b>	

USES		
Activity	Account Number	Cost
Construction Management (Willdan Engineering)	010/012/024-311-XXXX-4600	\$ 589,094
Construction Engineering (Studio MLA/Tetrattech)	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
<b>Total Uses</b>		<b>\$ 6,007,636</b>

**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 4<sup>th</sup> Street to 8<sup>th</sup> Street. It will also include a pedestrian/bike bridge over the Pacoima Wash at 8<sup>th</sup> 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:		<b>\$969,220</b>	<b>\$0</b>
<b>Total Sources:</b>		<b>\$969,220</b>	

USES		
Activity	Account Number	Cost
Design	009/024-371-0510-4600	\$ 414,000
Construction Engineering	009/024-371-0510-4600	\$ 97,684
Construction	009/024-371-0510-4600	\$ 360,614
Project Administration	009/024-371-0510-4600	\$ 96,922
<b>Total Uses</b>		<b>\$ 969,220</b>

**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	010-311-0562	\$1,096,000	\$0
Measure M	024-311-0562	\$30,481	\$0
Subtotals from previous and new Fiscal Years:		<b>\$1,126,481</b>	<b>\$0</b>
<b>New Funds (FY 23-24)</b>			
Measure R	012-3210-0562	<b>\$95,000</b>	<b>\$0</b>
<b>Total Sources:</b>		<b>\$1,221,481</b>	

USES		
Activity	Account Number	Cost
Design	012-311-0562-4600	\$ 30,481
Construction Engineering	010/024-311-0562-4600	\$ 100,000
Construction	010/024-311-0562-4600	\$ 1,091,000
<b>Total Uses</b>		<b>\$ 1,221,481</b>

**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 Wolfskill 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
<b>Total Sources:</b>		<b>\$3,482,535</b>	

USES		
Activity	Account Number	Cost
Design/Construction Management/Inspection		\$400,000
Construction		\$3,082,535
<b>Total Uses</b>		<b>\$3,482,535</b>

**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

<b>SOURCES</b>			
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>	
		<b>Carryover from Previous Years</b>	<b>FY2024-25 Funds</b>
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:		<b>\$12,475,626</b>	<b>\$0</b>
<b>Total Sources:</b>		<b>\$12,475,626</b>	

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
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
<b>Total Uses</b>		<b>\$ 12,475,626</b>

**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

<b>SOURCES</b>			
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>	
		<b>Carryover from Previous Years</b>	<b>FY2024-25 Funds</b>
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 Years:		<b>\$7,702,901</b>	<b>\$0</b>
<b>Total Sources:</b>		<b>\$7,702,901</b>	

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
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
<b>Total Uses:</b>		<b>\$ 7,702,091</b>

**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: Nitrate Treatment System – Well 2A/3A****Program Years:** FY2023-24 and FY2024-25**Strategic Goals:** IV.3.e – Continue to use 100% local groundwater supply**Project:** 0857

<b>SOURCES</b>			
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>	
		<b>FY2023-24 Funds</b>	<b>FY2024-25 Funds</b>
State Budget Allocation (Senator Robert Hertzberg)	TBD	\$0	\$7,000,000
Urban and Multi-benefit Drought Relief Grant	TBD	\$0	\$750,000
Subtotals from previous and new Fiscal Years:		<b>\$0</b>	<b>\$7,750,000</b>
<b>Total Sources:</b>		<b>\$7,750,000</b>	

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
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
<b>Total Uses</b>		<b>\$ 10,000,000</b>

**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**

<b>VENDOR NAME</b>	<b>NOT TO EXCEED</b>	<b>SUMMARY OF GOODS TO BE PROVIDED UNDER BLANKET PURCHASE ORDER</b>
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	JANITORIAL 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	30,000	UTILITY TRENCH AND POTHOLE REPAIR
ZUMAR INDUSTRIES INC	25,000	SIGNS AND MATERIALS



**RESOLUTION NO. 7973(a)**

**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**, 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;

**WHEREAS**, on May 18, 2020, the City Council modified the responsibilities of the City Manager to place the office of the City Clerk under the City Manager's chain of command along with other executive staff (Department Heads) of the City;

**WHEREAS**, the City Clerk classification is not included in Resolution No. 7973 establishing the salary and benefits for Department Heads; and

**WHEREAS**, the City Council desires to include the City Clerk designation as a Department Head; and

**WHEREAS**, the terms and conditions of employment for the Department Heads are set forth in Resolution Number 7973 adopted on January 27, 2020; and

**WHEREAS**, the City Council has determined that it is appropriate to provide a salary and benefits to the City Clerk commensurate with negotiated provisions in other recognized bargaining units 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 as outlined in the attached "Exhibit 1". Resolution 7973 and all exhibits attached thereto shall remain binding and operation except to the extent amended under this Resolution and no further.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of May, 2020.

DocuSigned by:  
*Joel Fajardo*  
34DA1609803B42F

Joel Fajardo, Mayor

**ATTEST:**

*Julia Fritz*  
Julia Fritz, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18<sup>th</sup> day of May, 2020, by the following vote to wit:

**AYES:** Fajardo, Pacheco, Ballin, Mendoza, Gonzales – 5

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 26<sup>th</sup> day of May 2020.

*Julia Fritz*  
Julia Fritz, City Clerk

**RESO No. 7973(a) EXHIBIT "1"**

Resolution 7973 is hereby amended as follows:

**SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:**

Amended to add the classification of City Clerk.

**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

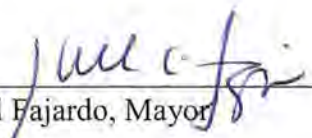
**WHEREAS**, the City of San Fernando intends to provide adjustments effective the first day of the first pay period beginning after July 1, 2019 to employees in Department Head classifications; and

**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

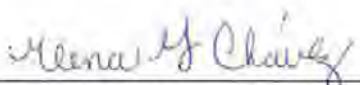
**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**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 27<sup>th</sup> day of January, 2020.

  
Joel Fajardo, Mayor

**ATTEST:**

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

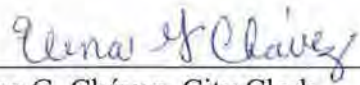
**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES    ) ss**  
**CITY OF SAN FERNANDO       )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a special meeting of the City Council held on the 27<sup>th</sup> 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



**EXHIBIT “1”**

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:

<b>Classification</b>	<b>Change in Base Salary</b>
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			
<b>Employee only:</b>	\$878.38			
<b>Employee + 1:</b>	\$1,521.10			
<b>Family:</b>	\$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 opt-out 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 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.

3. 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.

- 0 – 4 years of City service: 6.15 hours per pay period (160/year)
- 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 31<sup>st</sup> 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 as-needed 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 co-payments) 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.

**State of California****GOVERNMENT CODE****Section 36516**

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36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including three hundred dollars (\$300) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including four hundred dollars (\$400) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including five hundred dollars (\$500) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including six hundred dollars (\$600) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including eight hundred dollars (\$800) per month.

(F) In cities over 250,000 population, up to and including one thousand dollars (\$1,000) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city

council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(Amended by Stats. 2009, Ch. 332, Sec. 68. (SB 113) Effective January 1, 2010.)

**Senate Bill No. 329**

**CHAPTER 27**

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

*The people of the State of California do enact as follows:*

SECTION 1. The Legislature finds and declares all of the following:(a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

Ch. 27

— 2 —

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount

of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.