

CITY OF SAN FERNANDO

CITY COUNCIL REGULAR MEETING AGENDA SUMMARY MONDAY, DECEMBER 4, 2023 – 6:00 PM

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

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

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

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

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

SUBMIT PUBLIC COMMENT IN PERSON

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

SUBMIT PUBLIC COMMENT VIA EMAIL

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

REPORT OUT FROM CLOSED SESSION

Regular Meeting Notice and Agenda – December 4, 2023Page 2 of 5

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

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 EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR NOVEMBER STUDENT OF THE MONTH (GIVING BACK)
 Francisco López (Nueva Esperanza Charter Academy)
- B. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO DR. STEVEN LOY FOR HIS CONTRIBUTIONS TO THE HEALTH AND WELLNESS OF SAN FERNANDO

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.

PUBLIC STATEMENTS

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

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



Regular Meeting Notice and Agenda – December 4, 2023 Page 3 of 5

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 ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-121 approving the Warrant Register.

2) CONSIDERATION TO APPROVE CALENDAR YEAR 2024 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE

Recommend that the City Council:

- a. Approve 20 Business Permits for Calendar Year 2024 for businesses engaged in certain business activities, as required by Article III of Chapter 22 of the City Code; and
- b. Authorize the City Manager administrative authority to approve remaining 4 applicants for Business Permits, upon completion of outstanding planning requirements.
- 3) CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION GRANT AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

- a. Authorize the acceptance of the Department of Health and Human Services Substance Abuse and Mental Health Services Administration Grant funds in the amount of \$757,583 to implement a Mental Health Clinicians Project;
- b. Adopt Resolution No. 8279 amending the budget for Fiscal Year 2023-2024 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.
- 4) CONSIDERATION TO ACCEPT MEASURE H FUNDS FROM LOS ANGELES COUNTY FOR HOMELESS SERVICES AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

a. Accept Los Angeles County Measure H Funds in the amount of \$26,483 (Contract No. 2121);



Regular Meeting Notice and Agenda – December 4, 2023Page 4 of 5

- b. Adopt Resolution No. 8278 to increase the Operating Grants revenues and expenditures by \$26,483 for Fiscal Year 2023-2024; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

PUBLIC HEARING

5) A CONTINUED PUBLIC HEARING TO CONSIDER APPROVAL OF FIRST READING OF AN ORDINANCE INCREASING THE MONTHLY COMPENSATION RECEIVED BY CITY COUNCILMEMBERS PURSUANT TO GOVERNMENT CODE SECTIONS 36516 AND 36516.5; AND CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A CITY COUNCIL BENEFITS AND REIMBURSEMENT PLAN (CONTINUED FROM NOVEMBER 28, 2023 ADJOURNED REGULAR CITY COUNCIL MEETING)

Recommend that the City Council:

- a. Conduct a Public Hearing;
- Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1720 "An Ordinance of the City Council of the City of San Fernando amending Section 2-31 (Councilmembers – Salary) of Division 1 (Generally), Article II (City Council), Chapter 2 (Administration) of the San Fernando Municipal Code regarding Councilmember compensation";
- c. Adopt Resolution No. 8272 bifurcating Councilmember benefits from the Department Head benefits Resolution No. 8244; and
- d. Provide direction to staff, as applicable.

ADMINISTRATIVE REPORTS

6) DISCUSSION AND CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LAW ORGANIZATION, LLP (CONTINUED FROM NOVEMBER 28, 2023 ADJOURNED REGULAR CITY COUNCIL MEETING)

Recommend that the City Council:

- a. Approve Second Amendment (Contract No. 1698(b)) to the City Attorney Services Agreement with the Olivarez Madruga Law Organization, LLP;
- b. Authorize the City Manager to execute all related documents; and
- c. Provide additional direction to staff, as appropriate.



Regular Meeting Notice and Agenda – December 4, 2023Page 5 of 5

7) DISCUSSION AND CONSIDERATION TO APPROVE THE DESIGN FOR THE PIONEER PARK PLAYGROUND RENOVATION PROJECT

Recommend that the City Council:

- a. Approve the final design for the Pioneer Park Playground Renovation Project, considering the feedback from the community engagement meetings;
- Approve a first amendment to the Contract Services Agreement with Great Western Recreation (Contract No. 2196) to increase the not to exceed amount that includes any additional cost for an enhanced playground design; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

8) ANNUAL REORGANIZATION OF THE CITY COUNCIL - SELECTION OF MAYOR AND VICE MAYOR

Recommend that the City Council proceed with the annual reorganization for the selection of Mayor and Vice Mayor in accordance with Section 11.1 Reorganization of the City Council Procedural Manual.

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.

Julia Fritz, City Clerk

Signed and Posted: November 30, 2023 (5:30 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meetings of the Successor Agency to the

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

San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.



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Regular Meeting San Fernando City Council

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

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

Date: December 4, 2023

Consideration to Adopt a Resolution Approving the Warrant Register Subject:

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-121 (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. 23-121, including:

Exhibit A: Payment Demands/Voucher List

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SECITY.ORG

□ Deputy City Manager

RESOLUTION NO. 23-121

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. 23-121

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 4th day of December 2023.

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

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full true, and correct copy of Resolution No. 23-121, 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 4 ^h day of December 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 December, 2023.
Julia Fritz, City Clerk

vchlist		Voucher List	Page:	1
11/30/2023	11:37:02AM	CITY OF SAN FERNANDO		
				_

Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233859	12/4/2023	892552 A & M CATERING, INC.	0062	40000	CATERING SERVICE FOR (2) SENIOR C	0.000.50
				13063	004-2380 Total :	9,922.50 9,922.50
233860	12/4/2023	894315 AG LAWNMOWER SHOP	0124		SMALL EQUIP. REPAIR (LAWNMOWERS	
			0125	12981	043-390-0000-4300 SMALL EQUIP. REPAIR (LAWNMOWERS	83.42
			0125	12981	043-390-0000-4300	13.00
					Total :	96.42
233861	12/4/2023	100106 ALCO TARGET CO.	72016		SHOOTING RANGE TARGETS	
			72018		001-222-0000-4300 SHOOTING RANGE TARGETS	142.69
					001-222-0000-4300	1,083.09
					Total :	1,225.78
233862	12/4/2023	892271 ALL STAR ELITE SPORTS	3863	12982	SPORTS UNIFORMS & STAFF UNIFORM 001-423-0000-4300	1.501.76
				12902	Total :	1,501.76
233863	12/4/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO	
					004-2346 Total :	90.27 90.27
200004	40/4/0000	004005 ALTANIDANIO OTELLA	007070			30.21
233864	12/4/2023	894625 ALTAMIRANO, STELLA	837972		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total:	150.00
233865	12/4/2023	100165 AMERICAN WATER WORKS, INC.	35429		REPL 3/8" QUICK CONNECT	
					070-382-0000-4400 Total :	81.74 81.74
233866	12/4/2022	102530 AT & T	818-270-2203		PD NETWORK LINE-NOV 2023	• • • • • • • • • • • • • • • • • • • •
233000	12/4/2023	102530 AT & T	616-270-2203		001-222-0000-4220	245.63
					Total :	245.63
233867	12/4/2023	889037 AT&T MOBILITY	287277903027X1108202		MODEM FOR ELECTRONIC MESSAGE	

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233867	12/4/2023	889037 AT&T MOBILITY	(Continued)		001-310-0000-4220 Total :	138.69
233868	12/4/2023	892412 AT&T MOBILITY	287297930559X1110202		MDT MODEMS-PD UNITS-OCT 2023 001-222-0000-4220	1,024.78 1,024.78
233869	12/4/2023	893013 AYSON, LEILANI	NOV 2023	12952 12952	INCLUSIVE ZUMBA INSTRUCTOR 017-420-1337-4260 026-420-0887-4260 Total :	184.50 15.00 199.50
233870	12/4/2023	894402 BANNER BANK	17247		5% RETENTION HELD-PACOIMA WASH 010-2037 Total :	34,146.59 34,146.59
233871	12/4/2023	894620 BARAHONA, RAUL	REIMB.		LUNCH-ARREST & CONTROL TRAINING 001-225-0000-4360 Total :	15.00 15.00
233872	12/4/2023	892784 BARAJAS, MARIA BERENICE	NOV 2023	12953 12953	TOTAL BODY CONDITIONING CLASS IN 017-420-1337-4260 026-420-0887-4260 Total :	468.00 120.00 588.00
233873	12/4/2023	894627 BARRIOS, OLIVIA	1619183		SENIOR CLUB REFUND 004-2383 Total :	50.00 50.00
233874	12/4/2023	888443 BAVCO	243695		MISC SUPPLIES 070-383-0000-4300 Total :	48.40 48.40
233875	12/4/2023	894616 BIO-ONE SANTA CLARITA	1303944		BIO-MEDICAL WASTE CLEANUP-SFRD 001-311-0000-4260 Total :	1,578.35 1,578.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233876	12/4/2023	888800 BUSINESS CARD	110823		DINNER FOR CC MEETING-11/06/23	
					001-101-0000-4300	140.00
			110923		LUNCHEON-PERSONNEL MANAGER'S	
					001-106-0000-4270	56.24
			110923		INTERPRETATION EQUIPMENT	
					001-101-0000-4300	383.69
			110923		SUPPLIES FOR COMMUNITY EVENTS	
					001-152-0000-4300	103.14
					001-105-0000-4300	103.14
					001-140-0000-4300	103.14
			110923		001-150-0000-4300 LODGING-CSMFO ANNUAL CONFEREN	103.15
			110923		001-130-0000-4370	384.93
			110923		REGISTRATION-LUNCHEON MEETING	304.93
			110923		001-130-0000-4370	70.00
			111023		TRANSPORTATION FOR SENIOR TRIPS	70.00
			111020	13072	004-2383	2.080.00
			111023-1		REGISTRATION-ANNUAL CONF EVENT	_,
					001-130-0000-4370	35.00
			111023-2		REGISTRATION-ANNUAL CONF EVENT	
					001-130-0000-4370	35.00
			111023-3		REGISTRATION-ANNUAL CONFERENCE	
					001-130-0000-4370	515.00
			111023-4		ANNUAL MEMBERSHIP DUES	
					001-130-0000-4380	135.00
			111023-5		REGISTRATION-LUNCHEON MEETING	
					001-130-0000-4370	70.00
			111123		VIDEO CONFERENCE-OCT 2023	
					121-135-3689-4260	5.00
			111323		LODGING-ANNUAL CE CONFERENCE	740.07
			444202		001-152-0000-4370	743.97
			111323		LODGING-CSMFO ANNUAL CONFEREN 001-130-0000-4370	384.83
			111423		ANNUAL MEMBERSHIP	304.83
			111423		001-130-0000-4360	399.00
			111523-1		OFFICE SUPPLIES	339.00
			111020-1		001-115-0000-4300	20.27
						20.27

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233876	12/4/2023	888800 BUSINESS CARD	(Continued) 111523-2		OFFICE SUPPLIES 001-115-0000-4300	54.70
			111623-1 111623-2		SSL CERT FOR PD ADFS SERVER 001-135-0000-4260 SSL CERT FOR PD ADFS SERVER	149.00
			112023		001-135-0000-4260 SPORTS PROGRAM SUPPLIES	149.00
					017-420-1334-4300 Total:	194.01 6,417.21
233877	12/4/2023	888800 BUSINESS CARD	111323		GREY WATER REMOVAL SERVICE 001-222-0000-4260	178.00
					Total :	178.00
233878	12/4/2023	100466 CACEO	300018546		ANNUAL MEMBERSHIP DUES 001-152-0000-4380	100.00
					Total:	100.00
233879	12/4/2023	103948 CDW GOVERNMENT, INC.	MS40154	13059	ADOBE ACROBAT PRO SUBSCRIPTION 070-381-0000-4270	154.26
					Total :	154.26
233880	12/4/2023	894623 CENICEROS, CHRISTINA	839100		FACILITY RENTAL DEP REFUND 001-2220 Total :	165.00 165.00
233881	12/4/2023	894010 CHARTER COMMUNICATIONS	0010328110523		CITY HALL CABLE-11/05-12/04 001-190-0000-4220	177.87
			0283057110523		LP CABLE-11/05-12/04 001-420-0000-4260	270.63
					Total :	448.50
233882	12/4/2023	103029 CITY OF SAN FERNANDO	5788-5831		REIMB TO WORKER'S COMP ACCT 006-1038 Total:	19,568.14 19,568.14
233883	12/4/2023	894438 CLEVELAND, KYLE	REIMB1		LUNCH-3 DAY BICYCLE PATROL TRAIN	.,

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233883	12/4/2023	894438 CLEVELAND, KYLE	(Continued)			
			DEMP 0		001-225-0000-4360	99.9
			REIMB2		BICYCLE REPAIR FOR TRAINING 001-222-0000-4300	402.9
			REIMB3		UNIFORM-BICYCLE PATROL TRAINING	402.0
					001-222-0000-4300	77.5
					Total:	580.4
233884	12/4/2023	100747 COASTLINE EQUIPMENT	1073887		JOHN DEER PARTS & SERV FOR PW TI	
				13007	041-320-0311-4400	408.2
					Total:	408.2
233885	12/4/2023	100805 COOPER HARDWARE INC.	136203		MISC. SUPPLIES FOR REPAIRS AND PF	
				12986	001-311-0000-4300	109.4
					Total :	109.4
233886	12/4/2023	892687 CORE & MAIN LP	S885381		WATER METERS, FIRE SERVICE MATL'	
				13014	070-383-0000-4310	1,204.1 1,204 .1
					Total :	1,204.
233887	12/4/2023	102003 COUNTY OF LOS ANGELES	RE-PW-23110602530		INDUSTRIAL WASTE CHARGES	
				13050	072-360-0000-4450 Total :	4,096.9 4,096. 9
					Total .	4,090.3
233888	12/4/2023	893618 DANA SAFETY SUPPLY INC	878335		BULLET PROOF VESTS	
				12907 12907	001-225-0000-4300 110-220-3675-4300	525.0 16.397.5
				12907	001-225-0000-4300	16,397.5
					110-220-3675-4300	1,557.7
				40007	001-225-0000-4300	1,557.7
				12907	110-220-3675-4300 Total :	525.0 36,960. !
000000	40/4/00					,
233889	12/4/2023	894626 DOMINGUEZ, GRACIE	INV01207		BALLOONS & MARQUEE LETTERS-HOI 001-424-0000-4300	650.0
					001-424-0000-4300 Total :	650.0
222000	40/4/0000	404004 DUNN EDWARDS CORDORATION	2202			
233890	12/4/2023	101004 DUNN-EDWARDS CORPORATION	3393		GRAFFITI REMOVAL SUPPLIES	

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oucher	Date	Vendor	Invoice	PO #	Description/Account	Amou
233890	12/4/2023	101004 DUNN-EDWARDS CORPORATION	(Continued)			
					001-312-0000-4300	169.
					Total :	169.
33891	12/4/2023	894082 ELIAS, LILIA LETICIA	DEC 2023		SENIOR DANCE CLEAN UP SERVICE-1:	
					004-2380	208.
					Total :	208.
33892	12/4/2023	101147 FEDEX	9-662-43453		COURIER SERVICES	
					001-190-0000-4280	2.
					Total:	2
33893	12/4/2023	892198 FRONTIER COMMUNICATIONS	1818-365-0007-060223		EOC PHONE LINES	
					001-222-0000-4220	452
			209-150-5145-010598		PAC 50 SHERIFFS	
					001-222-0000-4220	539
			209-150-5250-081292		RADIO REPEATER	
					001-222-0000-4220	43
			209-151-4941-102990		POLCIE PAGING	
					001-222-0000-4220	53
			209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	57
			209-151-4943-01292		RADIO REPEATER	40
			818-361-0901-051499		001-222-0000-4220 SEWER FLOW MONITORING	43
			616-361-0901-051499		072-360-0000-4220	74
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINES	74
			010-301-2303-012309		007-440-0441-4220	59
					001-190-0000-4220	118
			818-361-2472-031415		PW PHONE LINE	
					070-384-0000-4220	598
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	56
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM	
					001-420-0000-4220	60
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	58
					Pa	ge:

Wendor 892198 FRONTIER COMMUNICATIONS 892198 FRONTIER COMMUNICATIONS 893953 GALE, PAUL JOHN 888728 GALLEGOS, ROBERT 894624 GARCIA, GERARDO	Invoice (Continued) 818-837-7174-052096 818-838-1841-112596 818-898-7385-033105 NOV 2023 REIMB.	PO #	Description/Account	45.0: 46.2: 34.9: 2,341.4: 220.5: 675.0: 675.0:
8 893953 GALE, PAUL JOHN 8 888728 GALLEGOS, ROBERT	818-837-7174-052096 818-838-1841-112596 818-898-7385-033105 NOV 2023	12960	001-222-0000-4220 ENGINEERING FAX MODEM 001-310-0000-4220 LP PARK FAX LINE 001-420-0000-4220 Total: SHOTOKAN KARATE INSTRUCTOR 017-420-1326-4260 Total: TUITION REIMB-POLICE ADMIN & MAN, 001-225-0000-4365 Total: FACILITY RENTAL DEP REFUND	46.20 34.99 2,341.41 220.50 275.00 675.00
3 888728 GALLEGOS, ROBERT	818-898-7385-033105 NOV 2023 REIMB.	12960	ENGINEERING FAX MODEM 001-310-0000-4220 LP PARK FAX LINE 001-420-0000-4220 Total: SHOTOKAN KARATE INSTRUCTOR 017-420-1326-4260 Total: TUITION REIMB-POLICE ADMIN & MAN, 001-225-0000-4365 Total: FACILITY RENTAL DEP REFUND	46.20 34.99 2,341.41 220.50 275.00 675.00
3 888728 GALLEGOS, ROBERT	NOV 2023 REIMB.	12960	LP PARK FAX LINE 001-420-0000-4220 Total: SHOTOKAN KARATE INSTRUCTOR 017-420-1326-4260 Total: TUITION REIMB-POLICE ADMIN & MAN, 001-225-0000-4365 Total: FACILITY RENTAL DEP REFUND	34.9 2,341.4 220.5 220.5 675.0
3 888728 GALLEGOS, ROBERT	REIMB.	12960	Total: SHOTOKAN KARATE INSTRUCTOR 017-420-1326-4260 Total: TUITION REIMB-POLICE ADMIN & MAN, 001-225-0000-4365 Total: FACILITY RENTAL DEP REFUND	2,341.4 220.5 220.5 675.0 675.0
3 888728 GALLEGOS, ROBERT	REIMB.	12960	017-420-1326-4260 Total: TUITION REIMB-POLICE ADMIN & MAN, 001-225-0000-4365 Total: FACILITY RENTAL DEP REFUND	220.5 675.0 675.0
		12960	Total: TUITION REIMB-POLICE ADMIN & MAN, 001-225-0000-4365 Total: FACILITY RENTAL DEP REFUND	220.5 675.0 675.0
			001-225-0000-4365 Total: FACILITY RENTAL DEP REFUND	675.0
3 894624 GARCIA, GERARDO	835845		Total:	675.00
3 894624 GARCIA, GERARDO	835845			150.0
			001-2220	150.0
			Total :	150.0
3 101376 GRAINGER, INC.	9893983321		EQUIPMENT & SUPPLIES FOR VARIOU	
		13027	043-390-0000-4300 Total :	258.5 258.5
893344 GRAND ELECTRICAL SUPPLY	201831		MATL'S FOR UPGRADES TO CITY HALI	
			043-390-0000-4300 Total :	14.27 14.2 7
3 101458 HARRINGTON INDUSTRIAL PLASTICS	S 005E1466		MATL'S FOR PLANT #1	
			070-384-0000-4300 Total :	405.01 405.0 1
3 890594 HEALTH AND HUMAN RESOURCE	E0306080		EAP-DEC 2023	
			001-106-0000-4260 Total :	250.90 250.9 0
3 893804 INDUSTRIAL SHOEWORKS	1100-1376712		SAFETY SHOES	
	3 893344 GRAND ELECTRICAL SUPPLY 3 101458 HARRINGTON INDUSTRIAL PLASTIC 3 890594 HEALTH AND HUMAN RESOURCE 3 893804 INDUSTRIAL SHOEWORKS	3 101458 HARRINGTON INDUSTRIAL PLASTICS 005E1466 3 890594 HEALTH AND HUMAN RESOURCE E0306080	3 101458 HARRINGTON INDUSTRIAL PLASTICS 005E1466 3 890594 HEALTH AND HUMAN RESOURCE E0306080	1043-390-0000-4300 Total :

vchlist 11/30/2023	11:37:02A	м	Voucher List CITY OF SAN FERN		'	Page: 8
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
233901	12/4/2023	893804 INDUSTRIAL SHOEWORKS	(Continued)			
					070-383-0000-4310 Total :	87.1 87.1
233902	12/4/2023	894042 INLAND EMPIRE STAGES, LTD	59975		BUS TRANSPORT - SENIOR TRIP TO TE	
				12970	004-2383 Total :	3,421.8 3,421.8
233903	12/4/2023	101650 INTOXIMETERS, INC.	747157		DRY GAS CANISTER	
					001-222-0000-4300	259.92
					Total :	259.9
233904	12/4/2023	894321 KASA CONSTRUCTION INC	7		RETENTION RELEASED-LAYNE PARK	
					010-2037 121-2037	60,435.60 10,000.0
					Total :	70,435.67
233905	12/4/2023	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN	
					070-384-0000-4210	1,806.6
			494-750-1000		WATER-12900 DRONFIELD	
			500-750-1000		070-384-0000-4210 ELECTRIC-13655 FOOTHILL	583.6
			300-730-1000		070-384-0000-4210	104.50
			594-750-1000		WATER-12900 DRONFIELD	
			594-750-1000		070-384-0000-4210 ELECTRIC-12900 DRONFIELD	2,755.36
			394-730-1000		070-384-0000-4210	2,755.36
			657-750-1000		ELECTRIC-14060 SAYRE	
			004.750.4000		070-384-0000-4210	3,925.02
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELE 070-384-0000-4210	4,890.37
			993-750-1000		WATER-13003 BORDEN	,,
					070-384-0000-4210	7.28
					Total :	16,828.18
233906	12/4/2023	889095 LAFD - C.U.P.A.	IN0342257		FY23/24-HAZ MAT FEES-120 MACNEIL	
					072-360-0000-4260	2,862.00

vchlist 11/30/2023	11:37:02A	м	Voucher List CITY OF SAN FERN			Page: 9
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233906	12/4/2023	889095 LAFD - C.U.P.A.	(Continued) IN0342333		FY23/24-HAZMAT PERMIT FEES-910 FIF 072-360-0000-4260	26.00 2,888.00
233907	12/4/2023	101848 LANGUAGE LINE SERVICES	11152576		INTERPRETATION SERVICES 001-222-0000-4260 Total :	3.89 3.89
233908	12/4/2023	893063 LEON, MIGUEL	112023		REIMB-SENIOR CLUB ACTIVITIES 004-2380 REIMB-SENIOR CLUB ACTIVITIES	284.09
					004-2380 Total :	66.95 351.04
233909	12/4/2023	101920 LIEBERT CASSIDY WHITMORE	251966		LEGAL SERVICES 001-112-0000-4270	5,317.00
			251973 251995		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES	132.00
			252064		001-112-0000-4270 LEGAL SERVICES	260.00
			253046		001-112-0000-4270 LEGAL SERVICES	198.00
					001-112-0000-4270 Total:	585.00 6,492.00
233910	12/4/2023	892477 LOWES	9747-01009		REC PARK PAINT	
			9747-01043		043-390-0000-4300 SPEAKER-ME8615	181.75
			9747-01049		074-320-0000-4400 RADIO-ME8615 074-320-0000-4400	102.98 186.20
			9747-01332		GRAFFITI COATING-REC PARK RESTRI 001-312-0000-4300	136.22
			9747-01408		SINK FAUCET 043-390-0000-4300	134.19

chlist 1/30/2023	11:37:02A	М	Voucher List CITY OF SAN FERNA	NDO		Page: 1
Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoui
233910	12/4/2023	892477 LOWES	(Continued)			
			9747-01702		SINK-SFPD	
					043-390-0000-4300	20.8
			9747-01891		MATL'S TO INSTALL ANTENNA-PD	
					043-390-0000-4300	31.9
			9747-01926		MATL'S TO UPGRADE I.T. ROOM AT CH	
					043-390-0000-4300	217.0
			9747-61299		MATL'S TO UPGRADE I.T. ROOM AT CH	
					043-390-0000-4300	78.3
			9747-80608		VEHICLE MAINT-ME8615	
			0751 01051		074-320-0000-4400	161.1
			9754-01351		CEMENT BAGS 070-384-0000-4300	22.8
			9754-01953		PAINT	22.0
			9704-01900		070-384-0000-4300	84.1
					Total:	1,357.6
						1,00110
233911	12/4/2023	888468 MAJOR METROPOLITAN SECURITY	1112182		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.0
			1112185		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.0
			1112186		ALARM MONITORING AT ALL CITY FACI	
			1110100	13061	043-390-0000-4260	25.0
			1112188	13061	ANNUAL CITY TREE TRIMMING SERVIC 043-390-0000-4260	15.0
			1112191	13001	ALARM MONITORING AT ALL CITY FACI	15.0
			1112191	13061	043-390-0000-4260	15.0
			1112192	13001	ALARM MONITORING AT ALL CITY FACI	13.0
			2.02	13061	070-384-0000-4260	23.0
			1112193		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.0
			1112194		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.0
			1112195		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.0
			1112517		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.0

9

 vchlist
 Voucher List
 Page:

 11/30/2023
 11:37:02AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233911	12/4/2023	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1112518		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1112523		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112524		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112526		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112527		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112850		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1112851		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112852		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112853		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112854		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112855		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112856		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1112857		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112858		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112859		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112860		ALARM MONITORING AT ALL CITY FACI	
			4440004	13061	043-390-0000-4260	15.00
			1112861	10001	ALARM MONITORING AT ALL CITY FACI	00.00
			4440000	13061	070-384-0000-4260	23.00
			1112862	42004	ALARM MONITORING AT ALL CITY FACI	20.22
				13061	070-384-0000-4260	28.00

vchlist 11/30/2023	11:37:02A	М	Voucher List CITY OF SAN FERNAI	NDO		Page: 12
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233911	12/4/2023	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1112863	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1112864	42064	ALARM MONITORING AT ALL CITY FACI	20.00
				13061	070-384-0000-4260 Total :	28.00 704.0 0
233912	12/4/2023	888254 MCCALLA COMPANY	105554	13037	DISPOSABLE GLOVES 001-222-0000-4300 Total :	260.92 260.9 2
233913	12/4/2023	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220 Total :	38.48 38.4 8
233914	12/4/2023	894210 MELTON, ERICA D.	REIMB.		2024 PLANNER 001-130-0000-4300 Total :	78.40 78.4 0
233915	12/4/2023	894220 MELTON, ERICA D.	182		L P SENIOR PETTY CASH REIMB. 004-2380 Total :	33.95 33.9 5
233916	12/4/2023	893247 NATIONAL READY MIXED	880109		R/R SIDEWALK-1055 FERMOORE 001-311-0000-4300 Total :	951.47 951.47
233917	12/4/2023	102423 OCCU-MED, INC.	1123901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260 Total :	1,367.25 1,367.2 5
233918	12/4/2023	894100 ODP BUSINESS SOLUTIONS , LLC	333688513001		OFFICE SUPPLIES	
			333688514001		001-424-0000-4300 OFFICE SUPPLIES	11.01 122.69
			336050705001		001-424-0000-4300 OFFICE SUPPLIES	
			336050705002		001-152-0000-4300 HP TONER	15.40

11

 vchlist
 Voucher List
 Page:
 13

 11/30/2023
 11:37:02AM
 CITY OF SAN FERNANDO
 13

Bank code :	bank3						
/oucher	Date	Vendor	Invoice	PO #	Description/Account	An	moui
233918	12/4/2023	894100 ODP BUSINESS SOLUTIONS, LLC	(Continued)				
					001-152-0000-4300	3/	367.3
			336055167001		HP TONER		
					001-152-0000-4300	3/	367.3
			336830796001		OFFICE SUPPLIES		
					001-222-0000-4300	(94.1
			338674406001		OFFICE SUPPLIES		
					001-152-0000-4300	1	132.7
			339076862001		OFFICE SUPPLIES		
					001-130-0000-4300	10	184.2
			339340954001		OFFICE SUPPLIES		
					001-130-0000-4300		74.7
			339383302001		OFFICE SUPPLIES		
					001-130-0000-4300	11	125.6
			340072713001		OFFICE SUPPLIES		
					001-222-0000-4300	20	267.3
			340077213001		OFFICE SUPPLIES		
					001-222-0000-4300		7.4
			340381278001		OFFICE SUPPLIES		
					070-384-0000-4300		27.5
			340382021001		OFFICE SUPPLIES		
					001-311-0000-4300		29.0
			340582681001		OFFICE SUPPLIES		
					001-222-0000-4300		60.3
			341316957001		OFFICE SUPPLIES		
					001-310-0000-4300		63.2
			341560564001		OFFICE SUPPLIES		
					001-422-0000-4300		73.5
			341563552001		OFFICE SUPPLIES		
					001-422-0000-4300	1	117.9
			341578191001		OFFICE SUPPLIES		
					001-422-0000-4300		59.7
			341757696001		OFFICE SUPPLIES		
					001-310-0000-4300		71.1
			342280511001		OFFICE SUPPLIES		
					001-222-0000-4300	,	62.7
			342962233001		OFFICE SUPPLIES		
						Page:	1

rchlist 11/30/2023	11:37:02A	м	Voucher List CITY OF SAN FERNAN	IDO		Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amou
233918	12/4/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
					001-222-0000-4300	118.4
					Total :	2,453.9
233919	12/4/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4605-143055		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0225-4400	259.0
			4605-143877		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-1215	40.8
			4605-144836		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0311-4400	55.0
			4605-144837		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0224-4400	67.4
			4605-145107		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0370-4400	166.1
					Total :	588.6
233920	12/4/2023	892850 PADILLA, ALBINA M.	DEC 2023		MUSIC FOR SR DANCE ON 12/16/23	
					004-2380	1,200.0
					Total :	1,200.0
233921	12/4/2023	892958 PADILLA'S AUTO CENTER	95		VEHICLE MAINT-WA8095	
200021	12/ 1/2020	SEESES TABLES TO ACT OF SERVICES			070-383-0000-4400	1,100.0
					Total:	1,100.0
						.,
233922	12/4/2023	894186 PAT-CHEM LABORATORIES	23K0080		WATER SAMPLING SERVICES	
					070-384-0000-4260	223.0
					Total :	223.0
233923	12/4/2023	889545 PEREZ, MARIBEL	REIMB.		DEPT SUPPLIES	
		,			001-423-0000-4300	156.8
					Total :	156.8
233924	12/4/2023	893933 PORTA-STOR	410303		MCB STORAGE BIN RENTAL	
					017-420-1330-4260	82.0
					Total :	82.0
233925	12/4/2023	894306 QUENCH USA, INC.	INV05823432		DRINKING WATER	
					001-222-0000-4300	99.2
						00.1

 vchlist
 Voucher List
 Page:
 15

 11/30/2023
 11:37:02AM
 CITY OF SAN FERNANDO
 5

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
233925	12/4/2023	894306 894306 QUENCH USA, INC.	(Continued)		Total :	99.24
233926	12/4/2023	102738 QUINTERO ESCAMILLA, VIOLETA	NOV 2023		SENIOR MUSIC CLASS INSTRUCTOR	
233920	12/4/2023	102736 QUINTERO ESCAMILLA, VIOLETA	NOV 2023	12957	017-420-1323-4260	800.00
					Total:	800.00
233927	12/4/2023	102803 RED WING SHOE STORE	216-138862		INSTALLATION OF CHRISTMAS DECOR	
				12989	043-390-0000-4310	162.85
			284-1-107459		INSTALLATION OF CHRISTMAS DECOR	
				12989	070-383-0000-4310 Total :	176.84 339.6 9
						333.03
233928	12/4/2023	891445 RUEDA, GENESIS	REIMB.		LUNCH-ENHANCED DRUG ID TRAINING	45.00
					001-225-0000-4360 Total :	15.00 15.0 0
233929	12/4/2023	894041 SAFETY NETWORK	TS-17136		GRAFFITI REMOVAL WIPES	440.46
					001-312-0000-4300 Total :	410.13 410.1 3
233930	12/4/2023	892856 SALAS, JUAN	REIMB.		SUPPLIES FOR SPECIAL EVENT & SEN 001-420-0000-4300	34.44
					004-2383	42.95
					Total :	77.39
233931	12/4/2023	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		LUNCH-DIA DE LOS MUERTOS EVENT	
					001-226-0230-4430	208.9
			REIMB.		REIMB OF VARIOUS EXPENSES	
					001-226-0230-4430 Total :	702.48 911.3 9
					Iotai :	911.33
233932	12/4/2023	103050 SAN FERNANDO PET HOSPITAL	200952		VET SERVICES	
					001-225-0000-4270 Total :	72.50 72.5 0
						72.50
233933	12/4/2023	103057 SAN FERNANDO VALLEY SUN	11987		AD-MWD WORKSHOP	
			12099		001-150-0000-4230 NIB-FY 2023-2024 PHASE 3 ANNUAL ST	1,581.10
			12000		NID-I I 2020-2024 FRASE S ANNOAL ST	

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ucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
33933	12/4/2023	103057 SAN FERNANDO VALLEY SUN	(Continued)			
			12100		001-115-0000-4230 NIB-TRAFFIC SIGNAL MODIFICATIONS- 001-115-0000-4230	77.6 104.6
			12101		LEGAL PUBNOTICE OF ELECTION &	
					001-115-0000-4230 Total :	148.5 1,911.8
33934	12/4/2023	102967 SCOTT FAZEKAS & ASSOCIATES INC	22642		PLAN CHECK CONSULTANT SERVICES	1,21112
J0304	12/4/2020	102507 COCTTTALLING WAGGOOMTED INC	22042		001-2698	4,575.3
					Total :	4,575.3
33935	12/4/2023	890244 SERRATO & ASSOCIATES INC	102423		REGBASIC INFORMANT DEVELOP. CC	
					001-225-0000-4360 Total:	375.0 375.0
33936	12/4/2023	891849 SHI INTERNATIONAL CORP	B16602132		ACCESS POINT FOR LP PARK	
					001-422-0000-4300 Total :	727.8 727.8
33937	40/4/0000	894619 SILVA, JASON	REIMB.		LUNCH-ENHANCED DRUG ID TRAINING	727.0
55957	12/4/2023	694019 SILVA, JASON	REINID.		001-225-0000-4360	14.9
			REIMB.		LUNCH-ARREST & CONTROL TRAINING 001-225-0000-4360	13.9
					Total :	
33938	12/4/2023	103184 SMART & FINAL	0177		SENIOR CLUB THANKSGIVING GRAB N	
			0234		004-2346 SUPPLIES-HOLIDAY TREE LIGHTING E'	166.8
			0201		001-424-0000-4300	289.5
					Total :	456.4
33939	12/4/2023	894316 SOLORIO, MARIA ELENA	839766		FACILITY RENTAL DEP REFUND 001-2220	165.0
					Total :	
33940	12/4/2023	894622 SOTO, MANUEL	840073		FACILITY RENTAL DEP REFUND	
					001-2220	165.0

vchlist

EXHIBIT "A" RES. NO. 23-121

vchlist Voucher List 11/30/2023 11:37:02AM CITY OF SAN FERNANDO Bank code : bank3 Voucher PO # Date Vendor Invoice Description/Account Amount 233940 12/4/2023 894622 SOTO, MANUEL (Continued) 840439 RENTAL CANCELLATION 001-3777-0000 121.00 Total: 286.00 233941 12/4/2023 894311 SPECTRUMVOIP IN801675 CITYWIDE LONG DIST VOIP SRVS- DEC 001-190-0000-4220 153.79 153.79 368223-1_SANFER 6 233942 12/4/2023 893935 STAGE PLUS INC STAGE AND AUDIO SERVICES FOR (7) 12995 001-424-0000-4260 6,828.00 6,828.00 FINGERPRINTING - OCT 2023 12/4/2023 100532 STATE OF CALIFORNIA, DEPARTMENT OF JU! 693778 233943 001-106-0000-4270 96.00 Total : GAS-910 FIRST 233944 12/4/2023 103205 THE GAS COMPANY 042-320-6900-7 043-390-0000-4210 57.40 GAS-505 S HUNTINGTON 043-390-0000-4210 084-220-3249-3 35.20 GAS-117 MACNEIL 043-390-0000-4210 088-520-6400-8 90.12 090-620-6400-2 GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210 0.44 0.44 043-390-0000-4210 GAS-208 PARK 0.88 143-287-8131-6 043-390-0000-4210 49.27 Total: 233.75 233945 12/4/2023 101528 THE HOME DEPOT CRC, ACCT#603532202490 7533923 REC PARK PAINTING 043-390-0000-4300 570 27 Total: 570.27 233946 12/4/2023 894286 THE SORAYA AT CSUN 201460-DEP DEP-NOCHEBUENA TICKETS SHOW OI 004-2383 1.015.20

11/30/2023	11:37:02A	М	CITY OF SAN FERN	IANDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233946	12/4/2023	894286 THE SORAYAAT CSUN	(Continued) 201460-FINAL		FINAL PYMNT-NOCHEBUENA TICKETS 004-2383 Total:	1,015.20 2,030.40
233947	12/4/2023	890833 THOMSON REUTERS	849180766		SUBSCRIPTION-C.L.E.A.R. SOFTWARE 001-135-0000-4260 Total :	271.62 271.62
233948	12/4/2023	888399 TORO ENTERPRISES INC.	17247	12885 12885 12885 12885	PACOIMA WASH BIKEWAY & PEDESTRI 010-311-0550-4600 010-311-0647-4600 010-311-0569-4600 010-311-0567-4600 010-2037	116,347.72 334,846.00 125,234.29 106,503.74 -34,146.59 648,785.16
233949	12/4/2023	893905 TORRES-GAHM, GRACIELA	112023	12967	LOPEZ ADOBE CLEANING SERVICES 001-420-0000-4260 Total :	425.00 425.00
233950	12/4/2023	103503 U.S. POSTAL SERVICE, NEOPOST PO	OSTAGE (15122187		POSTAGE MACHINE REIMB 001-190-0000-4280 Total :	1,500.00 1,500.00
233951	12/4/2023	893746 UNISHIELD	INV-107418		SAFETY GEAR 070-384-0000-4300 SAFETY GEAR	21.99
			INV-107628		070-384-0000-4300 RAIN GEAR SUPPLIES 070-383-0000-4310 Total :	1,058.07 440.78 1,520.84
233952	12/4/2023	103439 UPS	831954443		COURIER SERVICES 001-190-0000-4280 Total:	1,520.84 135.91 135.91
233953	12/4/2023	894498 VASQUEZ, AMNER	REIMB.		LUNCH-CONFIDENTIAL INFORMANT TF	

Voucher List

18

17

18

Page

11/30/2023	11:37:02A	М	Voucher List CITY OF SAN FERNA	ANDO	m	age: 19
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233953	12/4/2023	894498 VASQUEZ, AMNER	(Continued)			
					001-225-0000-4360	15.00
					Total :	15.00
233954	12/4/2023	892794 VENEGAS, JULIAN	REIMB.		PACKING COST-SHIPMENT OF LOPEZ	
					001-420-0000-4300	88.88
					Total :	88.86
233955	12/4/2023	889644 VERIZON BUSINESS	62932833		CITY HALL LONG DISTANCE	
					001-190-0000-4220	56.02
			62932834		CITY YARD LONG DSTANCE	
					070-384-0000-4220	16.81
			62932835		CITY HALL LONG DISTANCE	
			62932836		001-190-0000-4220 POLICE LONG DISTANCE	28.01
			62932836		001-222-0000-4220	61.98
			62932837		CITY YARD LONG DISTANCE	01.50
			02302007		070-384-0000-4220	11.20
			62932838		PARKS LONG DSTANCE	
					001-420-0000-4220	17.08
			62933374		PW LONG DISTANCE	
					001-310-0000-4220	5.61
			62933385		CITY YARD LINES	
					001-190-0000-4220	61.75
					Total :	258.46
233956	12/4/2023	100101 VERIZON WIRELESS-LA	9948893035		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	444.16
					001-101-0108-4220	52.01
					001-105-0000-4220	55.91
					Total :	552.08
233957	12/4/2023	894621 VIVANCO, ALBA	TRAVEL-1		PER DIEM & MILEAGE-PUBLIC SAFETY	
					001-225-0000-4360	333.01
			TRAVEL-2		PER DIEM & MILEAGE-PUBLIC SAFETY	
			TDAY/51 0		001-225-0000-4360	333.01
			TRAVEL-3		PER DIEM & MILEAGE-PUBLIC SAFETY	
					n	age: 19

rchlist 11/30/2023	11:37:02A	М	Voucher Lis CITY OF SAN FERN		'	Page: 2
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amou
233957	12/4/2023	894621 VIVANCO, ALBA	(Continued)			
					001-225-0000-4360	333.0
					Total :	999.0
233958	12/4/2023	888390 WEST COAST ARBORISTS, INC.	204033		ANNUAL CITY TREE TRIMMING SERVIC	
				13062	011-311-0000-4260	1,843.6
			206634	10002	ANNUAL CITY TREE TRIMMING SERVIC	1,010.
				13062	011-311-0000-4260	3,386.
				10002	Total:	5,229.
233959	12/4/2023	891531 WILLDAN ENGINEERING	00337408R		ON-CALL GENERAL ENGINEERING	
200000	12/4/2020	001001 WILLDAN ENGINEERING	0000740010	13055	001-310-0000-4270	14.268.
				13055	024-311-0551-4600	2,025.
				13055	024-371-0562-4600	65.
				13055	025-311-0565-4600	804.
				13055	032-311-0866-4600	520.
			00338217A	10000	ON-CALL GENERAL ENGINEERING	020.
			0000021171	13055	072-1236	10,514.
			00338217B		ON-CALL GENERAL ENGINEERING	,
				13055	001-310-0000-4270	25,728.
				13055	024-311-0551-4600	1,617.
				13055	024-371-0510-4600	455.
				13055	025-311-0565-4600	1,276.
				13055	032-311-0866-4600	195.
				13055	024-371-0562-4600	2,185.0
			00338219		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	2,643.0
			00338347A		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	5,639.
			00338349		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	2,627.
			00625400		ON-CALL GENERAL ENGINEERING	
				13055	001-310-0000-4270	3,655.0
			00625489		ON-CALL GENERAL ENGINEERING	
				13055	001-310-0000-4270	6,416.5
			00626288		ON-CALL GENERAL ENGINEERING	
				13055	001-310-0000-4270	11,079.0
						Page: 2

11:37:02AM

vchlist

11/30/2023

EXHIBIT "A" RES. NO. 23-121

Bank code : bank3 Date PO # Voucher Vendor Invoice Description/Account Amount 233959 12/4/2023 891531 WILLDAN ENGINEERING (Continued) ON-CALL GENERAL ENGINEERING 025-311-0565-4600 ON-CALL GENERAL ENGINEERING 00626542 13055 315.00 00626552 072-1236 TRAFFIC SIGNAL SYNCHRONIZATION I 13055 3,112.50 00626612 12941 024-371-0510-4600 ON-CALL GENERAL ENGINEERING 13,599.50 00626686 13055 001-310-0000-4270 712.00 Total: 109,453.50 233960 12/4/2023 894164 YUNEX LLC 5610000584 ON-CALL TRAFFIC SIGNAL REPAIRS & 001-370-0301-4300 ON-CALL TRAFFIC SIGNAL REPAIRS & 13041 833.75 5610000599 13041 001-370-0564-4300 4,453.29 Total : 5,287.04 102 Vouchers for bank code : Bank total : 1,033,890.24 bank3 102 Vouchers in this report Total vouchers : 1,033,890.24

Voucher List

CITY OF SAN FERNANDO

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES. NO. 23-121
Page: 1

 vchlist
 Voucher List

 11/02/2023
 10:03:41AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233562	11/2/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFIT - NOV 2023 001-1160	2,325.97
233563	11/2/2023	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		Total : DENTAL INS BENEFIT - NOV 2023 001-1160 Total :	2,325.97 167.40 167.40
233564	11/2/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFIT - NOV 2023 001-1160	11,065.34 11,065.34
233565	11/2/2023	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFIT - NOV 2023 001-1160	4,987.17 4,987.17
	4 Vouchers fo	or bank code : bank3			Bank total :	18,545.88
	4 Vouchers in	this report			Total vouchers :	18,545.88

Voucher Registers are not final until approved by Council.

Page:

Page 25 of 605

EXHIBIT "A"
RES. NO. 23-121

 vchlist
 Voucher List

 11/02/2023
 1:19:29PM
 CITY OF SAN FERNANDO

Bank code :	bank3				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
233566	10/31/2023 893115 P.E.R.S. CITY RETIRE!	ENT 100000017284829		EMPL CONTRIB VARIANCE 09/23-10/06	
				018-222-0000-4124	262.56
				018-224-0000-4124	196.92
				018-225-0000-4124	2,822.54
				Total :	3,282.02
	1 Vouchers for bank code : bank3			Bank total :	3,282.02
1	Vouchers in this report			Total vouchers :	3,282.02

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES. NO. 23-121

 vchlist
 Voucher List

 11/02/2023
 1:32:49PM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
233567	11/2/2023	102519 P.E.R.S.	NOV 2023		HEALTH INS BENEFITS - NOV 2023	
					001-1160	165,098.34
					Total :	165,098.34
233568	11/1/2023	893115 P.E.R.S. CITY RETIREMENT	100000017284851		EMPL CONTRIB VARIANCE 10/07-10/20	
					018-222-0000-4124	272.50
					018-224-0000-4124	204.38
					018-225-0000-4124	2,929.42
					Total :	3,406.30
2	Vouchers fo	or bank code : bank3			Bank total :	168,504.64
2	Vouchers in	this report			Total vouchers :	168,504.64

Voucher Registers are not final until approved by Council.

EXHIBIT "A" RES. NO. 23-121

vchlist Voucher List Page: 11/03/2023 9:47:49AM CITY OF SAN FERNANDO Bank code : bank3 Date Vendor PO# Description/Account Voucher Invoice Amount 233569 11/3/2023 894078 AMERICAN BUSINESS BANK 011 5% RETENTION HELD-UPPER RESV'R 010-2037 45,734.80 Total: 45,734.80 233570 11/3/2023 894056 PACIFIC HYDROTECH CORPORATION 011 UPPER RESERVOIR REPLACEMENT PI 12642 010-385-0716-4600 010-2037 914,695.88 -45,734.80 **868,961.08** Total : 2 Vouchers for bank code: bank3 Bank total : 914,695.88 2 Vouchers in this report Total vouchers : 914,695.88

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES. NO. 23-121
Page: 1

 vchlist
 Voucher List

 11/08/2023
 12:55:17PM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233571	11/8/2023	103648 CITY OF SAN FERNANDO	PR 11/9/23		REIMB FOR PAYROLL W/E 11/3/23	
					001-1003	650,485.34
					007-1003	2,215.11
					017-1003	640.59
					027-1003	2,279.01
					029-1003	2,594.14
					030-1003	2,552.71
					041-1003	7,618.26
					043-1003	21,674.30
					070-1003	52,017.41
					072-1003	14,619.51
					094-1003	1,050.63
					Total :	757,747.01
1	Vouchers fo	or bank code : bank3			Bank total :	757,747.01
1	Vouchers in	this report			Total vouchers :	757,747.01

Voucher Registers are not final until approved by Council.

Page:

Page 29 of 605

1 Vouchers for bank code :

SPECIAL CHECK

EXHIBIT "A" RES. NO. 23-121

896,721.24

Bank total :

vchlist Voucher List Page: 11/14/2023 4:19:09PM CITY OF SAN FERNANDO

 Bank code :
 bank3

 Voucher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 233572
 11/14/2023
 103029 CITY OF SAN FERNANDO
 5725-5787
 REIMB. TO WORKER'S COMP ACCT 006-1038
 896,721.24

 Total :
 896,721.24
 710al :
 896,721.24

1 Vouchers in this report Total vouchers : 896,721.24

Voucher Registers are not final until approved by Council.

Page:

Page 30 of 605

EXHIBIT "A"
RES. NO. 23-121

Total:

1,653.49 **1,653.49**

vchlist Voucher List
11/15/2023 1:31:26PM CITY OF SAN FERNANDO

 Bank code:
 bank3

 Voucher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 233573
 11/15/203
 103648 CITY OF SAN FERNANDO
 SPR 11/15/23
 REIMB FOR SPR PAYROLL W/E 11/15/23

1 Vouchers for bank code : bank3 Bank total : 1,653.49

001-1003

1 Vouchers in this report Total vouchers : 1,653.49

Voucher Registers are not final until approved by Council.

Page:

Page 31 of 605

EXHIBIT "A"
RES. NO. 23-121
Page: 1

 vchlist
 Voucher List

 11/20/2023
 1:11:38PM
 CITY OF SAN FERNANDO

Bank code : Voucher Date Vendor PO# Description/Account Invoice Amount 11/14/2023 893115 P.E.R.S. CITY RETIREMENT 100000017317320 EMPL CONTRIB VARIANCE 10/21-11/03 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124 225.58 169.19 2,424.98 Total: 2,819.75 bank3 Bank total : 2,819.75 1 Vouchers for bank code : 1 Vouchers in this report Total vouchers : 2,819.75

Voucher Registers are not final until approved by Council.

EXHIBIT "A" RES. NO. 23-121

 vchlist
 Voucher List
 Page:

 11/22/2023
 8:59:24AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233751	11/22/2023	103648 CITY OF SAN FERNANDO	PR 11/24/23		REIMB FOR PAYROLL W/E 11/17/23	
					001-1003	587,550.99
					007-1003	2,240.07
					017-1003	977.89
					027-1003	2,338.15
					029-1003	2,618.24
					041-1003	7,618.22
					043-1003	24,340.99
					070-1003	55,496.92
					072-1003	17,494.43
					094-1003	1,066.88
					Total :	701,742.78
1	Vouchers fo	r bank code : bank3			Bank total :	701,742.78
1	Vouchers in	this report			Total vouchers :	701,742.78

Voucher Registers are not final until approved by Council.

Page:

Page 33 of 605

10:03:16AM

vchlist

11/27/2023

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-121

Voucher List CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233752	12/1/2023	100286 BAKER, BEVERLY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	148.68 148.68
233753	12/1/2023	100916 DEIBEL, PAUL	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	269.02 269.02
233754	12/1/2023	101781 KISHITA, ROBERT	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	132.25 132.25
233755	12/1/2023	101926 LILES, RICHARD	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	269.02 269.02
233756	12/1/2023	102126 MARTINEZ, MIGUEL	23-Dec		CALPERS HEALTH REIMB 070-180-0000-4127 Total :	603.64 603.64
233757	12/1/2023	891354 RAMIREZ, ROSALINDA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	132.25 132.25
233758	12/1/2023	892782 TIGHE, DONNA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	132.25 132.25
7	7 Vouchers fo	r bank code : bank3			Bank total :	1,687.11
7	Vouchers in	this report			Total vouchers :	1,687.11

Page: 1

vchlist 11/27/2023 10:03:16AM			Voucher List CITY OF SAN FERNANDO			Page: 2
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

Page 34 of 605

10:18:02AM

vchlist

11/27/2023

SPECIAL CHECKS

EXHIBIT "A" RES. NO. 23-121

Page: 1

Voucher List CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
233759	12/1/2023	894452 ABDALLAH, MARIA G.	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,912.4 1,912.4
233760	12/1/2023	100091 AGORICHAS, JOHN	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
233761	12/1/2023	891039 AGUILAR, JESUS	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	415.50 415.5 0
233762	12/1/2023	100104 ALBA, ANTHONY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.0 4
233763	12/1/2023	891011 APODACA-GRASS, ROBERTA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
233764	12/1/2023	100260 AVILA, FRANK	23-Dec		CALPERS HEALTH REIMB 041-180-0000-4127	Total :	1,358.28 1,358.2 8
233765	12/1/2023	100306 BARNARD, LARRY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	879.00 879.0 0
233766	12/1/2023	100346 BELDEN, KENNETH M.	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,342.00 1,342.0 0
233767	12/1/2023	892233 BUZZELL, CAROL	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.6 8
233768	12/1/2023	891350 CALZADA, FRANK	23-Dec		CALPERS HEALTH REIMB		

	Voucher List 0:18:02AM CITY OF SAN FERNANDO					Voucher List CITY OF SAN FERNANDO							
bank3													
Date	Vendor	Invoice	PO #	Description/Account		Amount							
12/1/2023	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	Total :	448.36 448.36							
12/1/2023	100642 CASTRO, RICO	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,834.18 1,834.18							
12/1/2023	103816 CHAVEZ, ELENA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.29 587.29							
12/1/2023	100752 COLELLI, CHRISTIAN	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,811.06 1,811.06							
12/1/2023	891014 CREEKMORE, CASIMIRA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.02							
12/1/2023	893711 DAVIS, JAMES	23-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	1,534.22 1,534.22							
12/1/2023	100913 DECKER, CATHERINE	23-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	269.02 269.02							
12/1/2023	100925 DELGADO, RALPH	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		448.36 448.36							
12/1/2023	101667 DIAZ, EVELYN	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		784.00 784.00							
12/1/2023	100960 DIEDIKER, VIRGINIA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	ioui.	269.02							
	Date 12/1/2023 12/1/2023 12/1/2023 12/1/2023 12/1/2023 12/1/2023 12/1/2023		Date Vendor Invoice 12/1/2023 891350 CALZADA, FRANK (Continued) 12/1/2023 100642 CASTRO, RICO 23-Dec 12/1/2023 103816 CHAVEZ, ELENA 23-Dec 12/1/2023 100752 COLELLI, CHRISTIAN 23-Dec 12/1/2023 891014 CREEKMORE, CASIMIRA 23-Dec 12/1/2023 893711 DAVIS, JAMES 23-Dec 12/1/2023 100913 DECKER, CATHERINE 23-Dec 12/1/2023 100925 DELGADO, RALPH 23-Dec 12/1/2023 101667 DIAZ, EVELYN 23-Dec	Date Vendor Invoice PO # 12/1/2023 891350 CALZADA, FRANK (Continued) 12/1/2023 100642 CASTRO, RICO 23-Dec 12/1/2023 103816 CHAVEZ, ELENA 23-Dec 12/1/2023 100752 COLELLI, CHRISTIAN 23-Dec 12/1/2023 891014 CREEKMORE, CASIMIRA 23-Dec 12/1/2023 893711 DAVIS, JAMES 23-Dec 12/1/2023 100913 DECKER, CATHERINE 23-Dec 12/1/2023 100925 DELGADO, RALPH 23-Dec 12/1/2023 101667 DIAZ, EVELYN 23-Dec	Date Vendor Invoice PO # Description/Account 12/1/2023 891350 CALZADA, FRANK (Continued) 001-180-0000-4127 12/1/2023 100642 CASTRO, RICO 23-Dec CALPERS HEALTH REIMB 001-180-0000-4127 12/1/2023 103816 CHAVEZ, ELENA 23-Dec CALPERS HEALTH REIMB 001-180-0000-4127 12/1/2023 100752 COLELLI, CHRISTIAN 23-Dec CALPERS HEALTH REIMB 001-180-0000-4127 12/1/2023 891014 CREEKMORE, CASIMIRA 23-Dec CALPERS HEALTH REIMB 001-180-0000-4127 12/1/2023 893711 DAVIS, JAMES 23-Dec CALPERS HEALTH REIMB 072-180-0000-4127 12/1/2023 100913 DECKER, CATHERINE 23-Dec CALPERS HEALTH REIMB 070-180-0000-4127 12/1/2023 100925 DELGADO, RALPH 23-Dec CALPERS HEALTH REIMB 001-180-0000-4127 12/1/2023 101667 DIAZ, EVELYN 23-Dec CALPERS HEALTH REIMB 001-180-0000-4127 12/1/2023 100960 DIEDIKER, VIRGINIA 23-Dec CALPERS HEALTH REIMB 001-180-0000-4127	Date Vendor Invoice PO # Description/Account							

EXHIBIT "A" RES. NO. 23-121

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Bank code :	bank3						
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233777	12/1/2023	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total:	269.02
233778	12/1/2023	100996 DRAKE, JOYCE	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.02
233779	12/1/2023	100995 DRAKE, MICHAEL	23-Dec		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	134.51 134.51 269.02
233780	12/1/2023	100997 DRAPER, CHRISTOPHER	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,811.06 1,811.06
233781	12/1/2023	101044 ELEY, JEFFREY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,949.00 1,949.00
233782	12/1/2023	891040 FISHKIN, RIVIAN	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.25
233783	12/1/2023	101178 FLORES, ADRIAN	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,325.58 1,325.58
233784	12/1/2023	101182 FLORES, MIGUEL	23-Dec		CALPERS HEALTH REIMB 043-180-0000-4127	Total :	1,325.58 1,325.58
233785	12/1/2023	892103 GAJDOS, BETTY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.25
233786	12/1/2023	894378 GARCIA, BERTHA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		603.64

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Bank code :	bank3							
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233787	12/1/2023	891351	GARCIA, DEBRA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,856.80 1,856.8 0
233788	12/1/2023	101281	GARIBAY, SAUL	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,280.31 2,280.31
233789	12/1/2023	101318	GLASGOW, KEVIN	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,811.06 1,811.0 6
233790	12/1/2023	891020	GLASGOW, ROBERT	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	314.00 314.0 0
233791	12/1/2023	101333	GODINEZ, FRAZIER C.	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,768.55 1,768.55
233792	12/1/2023	101409	GUERRA, LAUREN E	23-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	587.29 587.2 9
233793	12/1/2023	891021	GUIZA, JENNIE	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
233794	12/1/2023	102896	GUZMAN, ROSA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.29 587.2 9
233795	12/1/2023	891352	HADEN, SUSANNA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	603.64 603.6 4

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-121

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233796	12/1/2023	101440 HALCON, ERNEST	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,342.00 1,342.0 0
233797	12/1/2023	891918 HARTWELL, BRUCE	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.0 4
233798	12/1/2023	101465 HARVEY, DAVID	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.2 5
233799	12/1/2023	101466 HARVEY, DEVERY MICHAEL	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	879.00 879.0 0
233800	12/1/2023	101471 HASBUN, NAZRI A.	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.29 587.2 9
233801	12/1/2023	891023 HATFIELD, JAMES	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.0 4
233802	12/1/2023	892104 HERNANDEZ, ALFONSO	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.0 4
233803	12/1/2023	891024 HOOKER, RAYMOND	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
233804	12/1/2023	893616 HOUGH, LOIS	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.6 8
233805	12/1/2023	101597 IBRAHIM, SAMIR	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		415.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
233805	12/1/2023	101597 101597 IBRAHIM, SAMIR	(Continued)			Total :	415.5
233806	12/1/2023	101694 JACOBS, ROBERT	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	879.0 879.0
233807	12/1/2023	892105 KAHMANN, ERIC	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	415.5 415.5
233808	12/1/2023	101786 KLOTZSCHE, STEVEN	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	448.3 448.3
233809	12/1/2023	891866 KNIGHT, DONNA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	123.0 123.0
233810	12/1/2023	892929 LEWIS, WANDA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.0 269.0
233811	12/1/2023	891043 LIEBERMAN, LEONARD	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.2 132.2
233812	12/1/2023	101933 LITTLEFIELD, LESLEY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.0 269.0
233813	12/1/2023	102045 LLAMAS-RIVERA, MARCOS	23-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,361.4 1,361.4
233814	12/1/2023	102059 MACK, MARSHALL	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.2 587.2

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EXHIBIT "A" RES. NO. 23-121

Page: 7

11/27/2023	10:18:02A	М	CITY OF SAN FE	RNANDO			
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
233815	12/1/2023	891010 MAERTZ, ALVIN	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	397.06 397.06
233816	12/1/2023	888037 MARTINEZ, ALVARO	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,224.72 2,224.72
233817	12/1/2023	102206 MILLER, WILMA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.02
233818	12/1/2023	102212 MIRAMONTES, MONICA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	555.22 555.22
233819	12/1/2023	102232 MIURA, HOWARD	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.02
233820	12/1/2023	892106 MONTAN, EDWARD	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.68
233821	12/1/2023	102365 NAVARRO, RICARDO A	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	448.36 448.36
233822	12/1/2023	102473 ORDELHEIDE, ROBERT	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,878.60 1,878.60
233823	12/1/2023	102483 OROZCO, ELVIRA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	148.68 148.68
233824	12/1/2023	102486 ORSINI, TODD	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		2,039.79

Page: 7

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Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amoun
233824	12/1/2023	102486	102486 ORSINI, TODD	(Continue	d)		Total :	2,039.7
233825	12/1/2023	102569 PA	ARKS, ROBERT	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,949.00 1,949.0 0
233826	12/1/2023	102580 PA	ITINO, ARMANDO	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,949.00 1,949.0 0
233827	12/1/2023	102527 PIS	SCITELLI, ANTHONY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	448.36 448.3 6
233828	12/1/2023	891033 PC	DLLOCK, CHRISTINE	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	314.00 314.0 0
233829	12/1/2023	102735 QL	JINONEZ, MARIA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,358.28 1,358.2 8
233830	12/1/2023	891034 RA	AMSEY, JAMES	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	852.90 852.9 0
233831	12/1/2023	102864 RI	VETTI, DOMINICK	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	879.00 879.0 0
233832	12/1/2023	102936 RL	JELAS, MARCO	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,856.80 1,856.8 0
233833	12/1/2023	102940 RL	JIZ, RONALD	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.29 587.29

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11/27/2023

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-121
Page: 9

Voucher List CITY OF SAN FERNANDO

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233834	12/1/2023	891044 RUSSUM, LINDA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.2 5
233835	12/1/2023	103005 SALAZAR, TONY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,325.58 1,325.5 8
233836	12/1/2023	103118 SENDA, OCTAVIO	23-Dec		CALPERS HEALTH REIMB 043-180-0000-4127	Total :	1,768.55 1,768.55
233837	12/1/2023	892107 SHANAHAN, MARK	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	415.50 415.5 0
233838	12/1/2023	891035 SHERWOOD, NINA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
233839	12/1/2023	103175 SKOBIN, ROMELIA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,272.92 1,272.9 2
233840	12/1/2023	893677 SOLIS, MARGARITA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	517.13 517.1 3
233841	12/1/2023	103220 SOMERVILLE, MICHAEL	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,449.00 1,449.0 0
233842	12/1/2023	889588 UFANO, VIRGINIA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	132.25 132.2 5
233843	12/1/2023	103516 VAIRO, ANTHONY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		1,449.00

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Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amoun
233843	12/1/2023	103516	103516 VAIRO, ANTHONY	(Continued)		Total :	1,449.00
233844	12/1/2023	888417	VALDIVIA, LAURA	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	269.02 269.0 2
233845	12/1/2023	103550	VANICEK, JAMES	23-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,358.28 1,358.2 8
233846	12/1/2023	103562	VASQUEZ, JOEL	23-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,949.00 1,949.0 0
233847	12/1/2023	888562	VILLALPANDO, SEBASTIAN FRANK	23-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	415.50 415.5 0
233848	12/1/2023	103692	VILLALVA, FRANCISCO	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,768.55 1,768.5 5
233849	12/1/2023	891038	WAITE, CURTIS	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.0 4
233850	12/1/2023	103612	WALKER, MICHAEL	23-Dec		CALPERS HEALTH REIMB 027-180-0000-4127	Total :	210.90 210.9 0
233851	12/1/2023	103620	WARREN, DALE	23-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	132.25 132.2 5
233852	12/1/2023	891036	WATT, DAVID	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	689.04 689.0 4

SPECIAL CHECKS

EXHIBIT "A" RES. NO. 23-121

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233853	12/1/2023	893690 WATTS, STEVE M.	23-Dec		CALPERS HEALTH REIMB 072-180-0000-4127 Total :	886.89 886.89
233854	12/1/2023	891037 WEBB, NANCY	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	269.02 269.02
233855	12/1/2023	103643 WEDDING, JEROME	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	689.04 689.04
233856	12/1/2023	103727 WYSBEEK, DOUDE	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	269.02 269.02
233857	12/1/2023	103737 YNIGUEZ, LEONARD	23-Dec		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	689.04 689.04
9:	9 Vouchers fo	or bank code : bank3			Bank total :	81,348.19
99	9 Vouchers in	this report			Total vouchers :	81,348.19

Voucher Registers are not final until approved by Council.

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EXHIBIT "A" RES. NO. 23-121

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Voucher Date Vendor PO# Description/Account Invoice Amount 233858 11/29/2023 100413 BOYS & GIRLS CLUB OF PROJ NO. SG-19-112 BGSFVC GRANT-ADV. OF FUNDS 010-105-0537-4260 339,300.00

Total: 339,300.00 1 Vouchers for bank code : Bank total : 339,300.00

1 Vouchers in this report Total vouchers : 339,300.00

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Page 41 of 605

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

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

Date: December 4, 2023

Subject: Consideration to Approve Calendar Year 2024 Business Permits for Certain

Business Activities as Required by the City Code

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve 20 Business Permits for Calendar Year 2024 for businesses engaged in certain business activities (Attachment "A"), as required by Article III of Chapter 22 of the City Code; and
- b. Authorize the City Manager administrative authority to approve the remaining four (4) applicants for Business Permits, pending completion of outstanding planning requirements.

BACKGROUND:

- On December 5, 2022, staff presented Business Permit Renewal Applications for calendar year 2023. During this discussion, the City Council provided direction to staff for a revised Business License Permit renewal process to include a more comprehensive review of community complaints and code violations.
- 2. Staff met in July and August of 2023 to prepare for the calendar year 2024 Business Permit Renewal Application.
- 3. On September 5, 2023, Business Permit Renewal Applications for calendar year 2024 were mailed to those businesses that require City Council approval per Article III of Chapter 22 of the City Code prior to issuance of a Business License (see Attachment "B" for complete list of Business Activities that require a Permit).
- 4. By the October 2, 2023 renewal deadline, the Finance Department received 24 Business Permit Renewal applications.

FINANCE DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1227 WWW.SFCITY.ORG

Consideration to Approve Calendar Year 2024 Business Permits for Certain Business Activities as Required by the City Code

Page 2 of 3

- 5. On November 1, 2023, all completed applications received by the Finance Department were electronically distributed to appropriate departments for compliance review.
- 6. By November 22, 2023, the Community Development, Police, and Public Works departments completed review of the applications.

ANALYSIS:

Article III of Chapter 22 of the San Fernando Municipal Code (SFMC) requires certain types of businesses to obtain a Business Permit as a prerequisite to receiving their regular Business License. The purpose of requiring a business permit approval process prior to allowing a business license is to conduct a heightened level of review for specific business categories that engage in certain interactions with the public. For example, businesses selling used goods receive additional screening through the Department of Justice (DOJ) Justice to ensure no criminal activity that may call to question business operations.

Business Permits require the approval of the City Council. Each affected business must file an application, in writing, specifying where the business is proposed to operate. Once approved, the permit is valid for the calendar year, or a shorter period of time as may be prescribed by any resolution of the City Council or in the Permit.

A total of 24 Business Permit Renewal applications were completed and received by the October 2, 2023, deadline to the Finance Department. The Police, Community Development, and Public Works departments review applications submitted to the Finance Department for compliance with all applicable regulations (e.g. zoning compliance, no outstanding violation, etc.). Based on the prior year recommendations from City Council, this year's process includes the following additional information:

- Business Location, Type and Description;
- Planning review for Zoning Compliance;
- Code Enforcement Review for Complaints and Violations; and
- Police Department Review for Complaints and DOJ Violations.

Staff is recommending approval of 20 applications for a calendar year 2024 Business Permit. Approval for the remaining four (4) applications are recommended to be delayed pending completion of additional planning requirements. Staff is requesting City Manager authority to administratively approve the delayed applications upon completion of planning requirements.

Consideration to Approve Calendar Year 2024 Business Permits for Certain Business Activities as Required by the City Code

Page 3 of 3

The four (4) businesses recommended for administrative approval do not have any serious complaints or code violations, however, staff recommends delaying approval for the following reasons:

- One (1) business is a street vendor and requires a sidewalk street vendor permit prior to initiating the Business Permit process.
- Three (3) businesses are spas and may need to comply with the City's massage establishment regulations (SFMC Chapter 22, Article IV).

Once the additional planning requirements are satisfied, staff is requesting that City Council grant authority to the City Manager to approve the Business Permits administratively.

In the event that any of the four businesses identified are not in compliance by February 28th, they will be unable to continue with the annual business license renewal process, which will result in additional fees and penalties. Penalties are assessed at a rate of 10% for each month a renewal is late.

By approving Business Permits for the businesses noted in Attachment "A," the City Council authorizes those businesses to continue their operations for calendar year 2024 at the specified commercial addresses.

BUDGET IMPACT:

The Business Permit fees application includes a fee set by SFCC Article III, Section 22-215. Fees are established at levels to recover costs of providing services, including staff costs, in accordance with Chapter 9 ("User Fees and Service Charges") of the City Council General Financial Policy.

CONCLUSION:

Staff is recommending approval of 20 applications for a calendar year 2024 Business Permit and the authority to approve the remaining four (4) applications upon completion of planning requirements. By approving Business Permits for the businesses noted in Attachment "A," the City Council authorizes those businesses to continue their operations for calendar year 2024 at the specified commercial addresses.

ATTACHMENTS:

- A. 2024 Business Permit Application Process Routing Forms
- B. Business Activities Requiring a Business Permit SFCC Chapter 22

Recommended for City Council Approval:

- 1. Addax Tactical
- 2. American Legion Post #176
- 3. Botanica Santa Barbara
- 4. Cassell's Music
- 5. Danzone/Vitarem
- 6. Diego's Auto Sales
- 7. El Potro Bar
- 8. Fox Studio of Dance
- 9. Ganas Auto
- 10.Goodyear Tire Center
- 11.Isaac's Auto Sales
- 12.Las Palmas Senior Club
- 13. Orange Grove Mobile Home Park
- 14. Republic Services
- 15.Rydell
- 16.San Fernando Pawn Shop
- 17. San Fernando Swap Meet
- 18. Security Specialists
- 19.St. Ferdinand's Church
- 20. Valley Auto Sales

Recommended for Administrative Approval:

- 1. Garcia Produce
- 2. QQ Spa Massage
- 3. Rainbow Spa
- 4. Vida Spa

2024 BUSINESS LICENSE PERMIT RENEWAL ADDAX TACTICAL

BUSINESS IN	NFORMATI	ON:		
Name of Bu	siness: Add	dax Tactical		
Business Ad	dress: 143	31 Truman S	t. Unit E	Business Category: Second Hand Merchandise
Items Sold (if any): Fire	earms and a	ccessories.	
ZONING AP	PROVAL B	COMMUNI	ITY DEVELOP	MENT DEPARTMENT
Approved:	✓	Denied: 🔲		
Comments:	CBO appro	oved in 2010	. Legal nonco	onforming use.
CODE ENFO			BY COMMUN	IITY DEVELOPMENT DEPARTMENT
Approved:	✓	Denied: 🗌		
COMPLIANCE				
			CE DEPARTM	ENI
Approved: Comments: DOJ complia	There hav		omplaints rel	ated to this business. A records check reveals no
AB939 APPI	ROVAL BY	PUBLIC WOF	RKS DEPARTI	MENT (For Refuse Vendors Only)
Approved:		Denied: 🗌		
Comments:	N/A			

RECOMMENDATION TO CITY COUNCIL:

□ Permit Approval

☐ Administrative Permit Approval

☐ Permit Denied

2024 BUSINESS LICENSE PERMIT RENEWAL AMERICAN LEGION POST 176

			gion Post 176				
Business Ad	ldress: 602	2 Pico		Business	Category: Bi	ngo	
Items Sold (if any):						
ZONING AP	PROVAL B	у соммі	JNITY DEVELO	OPMENT DEF	ARTMENT		
Approved:		Denied:					
	- Trion pro		ization (not fo				
CODE ENFO	RCEMENT	APPROV <i>A</i>	AL BY COMM	UNITY DEVEL	OPMENT DE	PARTMENT	
Approved:	✓	Denied:					
			DLICE DEPART	MENT			
Approved:	~	Denied:			king and grou	ın disturhand	ces hut th
Approved: Comments:	✓ Recent cal	Denied: Is for serv		ostructed pai		•	ces, but th
Approved: Comments: are not exce	Recent cal	Denied: Is for serv plaints. A	vice include o	ostructed par crevealed no	DOJ complia	nce issues.	ces, but th
Approved: Comments: are not exce AB939 APPR Approved:	Recent call essive compared to the compared to	Denied: Is for serv plaints. A	rice include ol records check	ostructed par crevealed no	DOJ complia	nce issues.	ces, but th
Approved: Comments: are not exce	Recent call essive compared to the compared to	Denied: Is for servolaints. A PUBLIC W	rice include ol records check	ostructed par crevealed no	DOJ complia	nce issues.	ces, but th
Approved: Comments: are not exce AB939 APPR Approved:	Recent call essive compared to the compared to	Denied: Is for servolaints. A PUBLIC W	rice include ol records check	ostructed par crevealed no	DOJ complia	nce issues.	ces, but th

BOTANICA SANTA BARBARA

Name of Bu	usiness:	Botanica Santa Barbra	
Business A	ddress: 9	15 N Maclay Ave # B	Business Category: Fortune Teller
Items Sold	(if any):		
ZONING AF	PPROVAL	BY COMMUNITY DEVEL	OPMENT DEPARTMENT
Approved:		Denied:	
		on file, as not required asst since 1999.	at time of business origination. The business existe
			IUNITY DEVELOPMENT DEPARTMENT
Approved: Comments			
COMPLIAN	CF APPR	OVAL BY POLICE DEPAR	TMENT
CO L.,	C_ /		
Approved:		Denied:	
Approved: Comments	✓ : There a		s associated with this location and a records chec
Approved: Comments revealed no	: There a	re no known complaint npliance issues. Y PUBLIC WORKS DEPA	s associated with this location and a records chec
Approved: Comments revealed no AB939 APP Approved:	: There a DOJ cor	re no known complaint npliance issues.	
Approved: Comments revealed no	: There a DOJ cor	re no known complaint npliance issues. Y PUBLIC WORKS DEPA	

CASSELS MUSIC

		TION:		
Name of Bu	ısiness: C	assel's Music	:	
Business Ac	dress: 9	01 N. Maclay	•	Business Category: Second Hand Merchandis
Items Sold	(if any):	Used musica	l instruments	and related accessories.
ZONING AP	PROVAL	BY COMMUN	NITY DEVELOR	PMENT DEPARTMENT
Approved:	<u> </u>	Denied:		
		on file, as not est since 1984	•	ime of business origination. The business existe
CODE ENFO	RCEMEN	T APPROVAL	. BY COMMUI	NITY DEVELOPMENT DEPARTMENT
Approved:	<u> </u>	Denied:		
COMPLIAN	CE APPRO	OVAL BY POL	ICE DEPARTIV	IENT
Approved:		Denied:	1	
	: There a		complaints a	ssociated with this location and a records che
Comments: revealed no	: There a	re no known npliance issue	complaints a	ssociated with this location and a records che MENT (For Refuse Vendors Only)
Comments: revealed no	There a DOJ com	re no known npliance issue	complaints a	

DANZONE

usiness Address: 129 N. Maclay Ave. ems Sold (<i>if any</i>):	Business Category: Dancing Academy
ONING APPROVAL BY COMMUNITY DEVELOR	PMENT DEPARTMENT
pproved: ✓ Denied:	
omments: CBO approved in 2007.	
ODE ENEODCEMENT APPROVAL BY COMMAND	NITY DEVELOPMENT DEPARTMENT
ODE ENFORCEMENT APPROVAL BY COMMUI pproved: Denied: □	NITY DEVELOPMENT DEPARTMENT
omments: No violations.	
OMPLIANCE APPROVAL BY POLICE DEPARTM pproved: ✓ Denied:	IENT
omments: There are no known complaints a evealed no DOJ compliance issues.	ssociated with this location and a records che
B939 APPROVAL BY PUBLIC WORKS DEPARTI	MENT (For Refuse Vendors Only)
pproved: Denied: Denied	
omments: N/A	
DATION TO CITY COUNCIL: ☐ Permit Approval	☐ Administrative Permit Approval ☐ Perm

2024 BUSINESS LICENSE PERMIT RENEWAL DIEGO AUTO SALES

Name of Business: Diego Auto Sales	
Business Address: 514 Glenoaks Blvd	Business Category: Used Car Sales
Items Sold (if any): Used Cars	
ZONING APPROVAL BY COMMUNITY DEVI	ELOPMENT DEPARTMENT
Approved: ✓ Denied:	
Comments: No CBO on file, as not required at this location at least since 2001.	I at time of business origination. The business existe
CODE ENFORCEMENT APPROVAL BY COM	MUNITY DEVELOPMENT DEPARTMENT
Approved: ✓ Denied:	
Comments: No violations.	
COMPLIANCE APPROVAL BY POLICE DEPA	RTMENT
Approved: ✓ Denied:	
Comments : There are no known complain revealed no DOJ compliance issues.	nts associated with this location and a records chec
AB939 APPROVAL BY PUBLIC WORKS DEPA	ARTMENT (For Refuse Vendors Only)
Approved: Denied:	attivizer (For helpase vendors only)
Comments: N/A	
·	
ENDATION TO CITY COUNCIL: 🛛 Permit Appl	roval Administrative Permit Approval Permi

EL POTRO BAR

Name of Business: El Potro Bar	
Business Address: 1113 San Fernando Road	Pusiness Catagory Dool Tables / Dansing
	Business Category: Pool Tables / Dancing
Items Sold (if any): Beer and Liquor	
ZONING ADDROVAL BY COMMITMINITY DEVELOR	NACNIT DEDA DENACNIT
ZONING APPROVAL BY COMMUNITY DEVELOP Approved: ✓ Denied: □	IVIENT DEPARTIVIENT
Comments: No CBO on file, as not required at ti	me of husiness origination. The husiness exist
at this location at least since 1994. CUP Res. 574	_
at this location at least since 133 it con ites. 37	•
CODE ENFORCEMENT APPROVAL BY COMMUN	IITY DEVELOPMENT DEPARTMENT
Approved: ✓ Denied: □	
Comments: No violations.	
COMPLIANCE APPROVAL BY POLICE DEPARTM	rait
<u> </u>	ENI
Approved: Denied: Comments: Calle during calendar year 2022:	for consider include two fights and a demos
Comments : Calls during calendar year 2023 disturbance, but there are not excessive compared to the compared	_
revealed no DOJ compliance issues.	plaints regarding this location. A records the
revealed no bos compliance issues.	
AB939 APPROVAL BY PUBLIC WORKS DEPARTN	√IENT (For Refuse Vendors Only)
Approved: Denied: Denied:	ΛΕΝΤ (For Refuse Vendors Only)
	MENT (For Refuse Vendors Only)
Approved: Denied: Denied:	ΛΕΝΤ (For Refuse Vendors Only)
Approved: Denied: Denied:	ΛΕΝΤ (For Refuse Vendors Only)
Approved: Denied:	MENT (For Refuse Vendors Only)
Approved: Denied:	ΛΕΝΤ (For Refuse Vendors Only)
Approved: Denied: Comments: N/A	
Approved: Denied: Denied:	√IENT (<i>For Refuse Vendors Only</i>) □ Administrative Permit Approval □ Perm

2024 BUSINESS LICENSE PERMIT RENEWAL FOX STUDIO DANCE

Name of B	usiness: F	ox Studio Dance	1			
Business A	ddress: 1	115 Celis St.		Business Catego	ry: Dancing Aca	demy
Items Sold	(if any):					
			Y DEVELOP	MENT DEPARTME	ENT	
Approved:		Denied: Denied: Droved in 2022.				
CODE ENFO	DRCEMEN	T APPROVAL BY	COMMUN	ITY DEVELOPMEN	NT DEPARTMEN	Т
Approved:		Denied:				
COMPLIAN	ICE APPRO	OVAL BY POLICE	DEPARTM	ENT		
Approved:	✓	Denied: 🗌				
		re no known co npliance issues.	mplaints as	sociated with this	s location and a	records che
			S DEPARTI	IENT (For Refuse V	(endors Only)	
		Denied:				
AB939 APP Approved: Comments						

2024 BUSINESS LICENSE PERMIT RENEWAL GANAS AUTO SALES

_	NFORMATION	<u>:</u>	
Name of B	usiness : Ganas	Auto Sales	
Business A	ddress: 603 Sa	n Fernando Rd.	Business Category: Automobile Dealers (use
Items Sold	(if any): Used	Cars	
ZONING AF	PROVAL BY CO	DMMUNITY DEVELO	PMENT DEPARTMENT
Approved:	✓ Der: CBO approved	nied: 🗌	
CODE ENFO	ORCEMENT API	PROVAL BY COMMU	INITY DEVELOPMENT DEPARTMENT
Approved:	✓ Der: No violations	nied: 🗌	
		BY POLICE DEPARTM	ИENT
		enied:	acconiated with this location and a records sh
C	: There are no		associated with this location and a records che
	o DOJ complian		
revealed no	o DOJ complian		「MENT (For Refuse Vendors Only)
AB939 APP Approved:	PROVAL BY PUE		*MENT (For Refuse Vendors Only)
revealed no	PROVAL BY PUE	BLIC WORKS DEPART	MENT (For Refuse Vendors Only)

GOODYEAR TIRE CENTER

Name of Business: Goodyear Tire Center	
Business Address: 1431 San Fernando	Business Category: Second-Hand Merchandis
Items Sold (<i>if any</i>): Used car parts and tires.	
ZONING APPROVAL BY COMMUNITY DEVELO	PMENT DEPARTMENT
Approved: ✓ Denied: □	
at this location at least since 1975.	time of business origination. The business existe
CODE ENFORCEMENT APPROVAL BY COMMU	INITY DEVELOPMENT DEPARTMENT
Approved: ✓ Denied:	
Comments: No violations.	
Approved: ✓ Denied: ☐ Comments: There are no known complaints a revealed no DOJ compliance issues.	associated with this location and a records chec
AB939 APPROVAL BY PUBLIC WORKS DEPART	TMENT (For Refuse Vendors Only)
Approved: Denied: Denied:	
Comments: N/A	
ENDATION TO CITY COUNCIL: Permit Approva	al Administrative Permit Approval Permit

2024 BUSINESS LICENSE PERMIT RENEWAL ISAAC'S AUTO SALES

Name of Business: Isaac's Auto Sales	
Business Address: 740 Celis	Business Category: Automobile Dealers (used
Items Sold (if any): Used cars.	
ZONING APPROVAL BY COMMUNITY DEVELO	PMENT DEPARTMENT
Approved: ✓ Denied:	
Comments: CBO approved in 2011 for 726 Ce	
CODE ENFORCEMENT APPROVAL BY COMMU	JNITY DEVELOPMENT DEPARTMENT
Approved: ✓ Denied: ☐ Comments: No violations.	
Comments. No violations.	
COMPLIANCE APPROVAL BY POLICE DEPART	MENT
Approved: ✓ Denied:	
Comments : There are no known complaints revealed no DOJ compliance issues.	associated with this location and a records chec
AB939 APPROVAL BY PUBLIC WORKS DEPAR	TMENT (For Refuse Vendors Only)
Approved: Denied: Denied:	
Comments: N/A	
ENDATION TO CITY COUNCIL: Permit Approv	al □ Administrative Permit Approval □ Perm

2024 BUSINESS LICENSE PERMIT RENEWAL LAS PALMAS SENIOR CLUB

Business Address: 505 S. Huntington Items Sold (if any): Miscellaneous ZONING APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT Approved: □ Denied: □ Comments: This is a city program by RCS (not a business). CBO is not required. CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT Approved: ✓ Denied: □ Comments: No violations. COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records charevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □ Comments: N/A		
ZONING APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT Approved: Denied: Comments: This is a city program by RCS (not a business). CBO is not required. CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT Approved: Denied: Comments: No violations. COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: Denied: Comments: There are no known complaints associated with this location and a records characteristic provided by the provided complaints associated with this location and a records characteristic provided by PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: Denied: Denie	Business Address: 505 S. Huntington	Business Category: Bingo
Approved: Denied: Comments: This is a city program by RCS (not a business). CBO is not required. CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT Approved: Denied: Comments: No violations. COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: Denied: Comments: There are no known complaints associated with this location and a records charevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: Denied: Denied: Comments: Denied: Denied: Comments: Denied: Comments Denied: Commen	Items Sold (if any): Miscellaneous	
COMMENTS: This is a city program by RCS (not a business). CBO is not required. CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT Approved: ✓ Denied: □ COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records charevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □	ZONING APPROVAL BY COMMUNITY DEVE	ELOPMENT DEPARTMENT
CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT Approved: ✓ Denied: □ COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records cherevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □	·· <u> </u>	
Approved: ✓ Denied: □ Comments: No violations. COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records cherevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □	Comments: This is a city program by RCS (n	not a business). CBO is not required.
Approved: Denied: Comments: No violations. COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: Denied: Comments: There are no known complaints associated with this location and a records cherevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: Denied: Denied: Comments: Comments of the provided o		
Approved: ✓ Denied: □ Comments: No violations. COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records cherevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □	CODE ENEODEEMENT ADDROVAL BY COM	MALINITY DEVELOPMENT DEDARENT
Comments: No violations. COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records cherevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □		MONITY DEVELOPMENT DEPARTMENT
COMPLIANCE APPROVAL BY POLICE DEPARTMENT Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records characteristic revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □	·· —	
Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records characteristic revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □		
Approved: ✓ Denied: □ Comments: There are no known complaints associated with this location and a records charevealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: □ Denied: □		
Comments: There are no known complaints associated with this location and a records che revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: Denied:	<u> </u>	RTMENT
AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: Denied:		
AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only) Approved: Denied:	Comments: There are no known complain	its associated with this location and a records chec
Approved: Denied: Denied:	-	
Approved: Denied: Denied:	-	
Approved: Denied: Denied:	-	
•••	revealed no DOJ compliance issues.	
Comments: N/A	AB939 APPROVAL BY PUBLIC WORKS DEPA	ARTMENT (For Refuse Vendors Only)
	AB939 APPROVAL BY PUBLIC WORKS DEPA	ARTMENT (For Refuse Vendors Only)
	AB939 APPROVAL BY PUBLIC WORKS DEPA	ARTMENT (For Refuse Vendors Only)
	AB939 APPROVAL BY PUBLIC WORKS DEPA	ARTMENT (For Refuse Vendors Only)
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	AB939 APPROVAL BY PUBLIC WORKS DEPA	ARTMENT (For Refuse Vendors Only)

2024 BUSINESS LICENSE PERMIT RENEWAL ORANGE GROVE MOBILE HOME PARK

Name of Bu	ı siness : Orang	e Grove Mobile H	ome Park	
Business Ac	dress: 1550-1	L600 Celis St.	Business Category: Mis	cellaneous
Items Sold	(if any):			
ZONING AP	PROVAL BY C	OMMUNITY DEVE	LOPMENT DEPARTMENT	
Approved:		nied: 🗌		
Comments:	CBO approve	d in 1991.		
CODE ENFO	RCEMENT AP	PROVAL BY COMI	MUNITY DEVELOPMENT DEPA	ARTMENT
Approved:	✓ Der	nied: 🗍		
	No violations			
COMPLIAN	CE APPROVAL	BY POLICE DEPAI	RTMENT	
Approved:	✓ De	nied: 🗌		
Comments:	There is not a	an excessive numb	er of complaints relative to t	he size of this property
A records cl	neck revealed	no DOJ compliand	e issues.	
AROZO ADD	POWAL BY DIE	BLIC WORKS DED	ARTMENT (For Refuse Vendors (2n/u)
Approved:		nied:	ANTIVILIAT (FOR NEJUSE VEHIOUS C	Эшуј
Comments:		ileu. 🔲		
Comments.	NA			
ENDATION TO	CITY COUNCIL	.: ⊠ Permit Appr	oval $\ \square$ Administrative Perm	it Approval 🔲 Permi

2024 BUSINESS LICENSE PERMIT RENEWAL REPUBLIC SERVICES

	usiness: Republic Services Inc.
Business Ad	ddress: 9200 Glenoaks Blvd. Sun Valley Business Category: Refuse Disposal
Items Sold	(if any):
ZONING AP	PROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT
Approved:	Denied:
Comments:	: CBO not required.
	PRCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT
Approved:	
Comments:	: No violations.
COMPLIAN	CE APPROVAL BY POLICE DEPARTMENT
Approved:	✓ Denied:
Comments:	There are no known complaints associated with this location and a records che
revealed no	DOJ compliance issues.
	ROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)
ΔΒ939 ΔΡΡ	NOVAL DI I OBLIC WORKS DEI AKTIVIENT (FOI NEJUSE VERIOUS OTTIV)
	✓ Denied: □
Approved:	✓ Denied: ☐ Republic Services is in compliance with AB939

RYDELL CHRYSLER DODGE JEEP RAM

Mame of Bu	rainaga. Dudall	Charalan Dadaa Ia	on Done	
		Chrysler Dodge Jee	•	
		n Fernando Rd.	Business Category: Automo	obile Dealers (used
Items Sold ((<i>if any</i>): Used (Cars.		
ZONING AP	PROVAL BY CO	OMMUNITY DEVEL	OPMENT DEPARTMENT	
Approved:	✓ Der	nied: 🗌		
Comments:	: CBO approved	d in 2018.		
CODE ENFO	RCEMENT AP	PROVAL BY COMM	IUNITY DEVELOPMENT DEPART	MENT
Approved:	✓ Den	ied: 🗌		
Comments:	: No violations.			
COMPLIANO	CE APPROVAL	BY POLICE DEPAR	TMENT	
Approved:	✓ Der	nied: 🗌		
Comments:			s associated with this location a	and a records che
	NDOI compliar	nce issues.		
revealed no	DOJ COMPINAL			
revealed no	·	BLIC WORKS DEPA	RTMENT (For Refuse Vendors Only	·)
revealed no	ROVAL BY PUE	BLIC WORKS DEPA	RTMENT (For Refuse Vendors Only	·)
revealed no	ROVAL BY PUE		RTMENT (For Refuse Vendors Only	r)
revealed no AB939 APPI Approved:	ROVAL BY PUE		RTMENT (For Refuse Vendors Only	·)
revealed no AB939 APPI Approved:	ROVAL BY PUE		RTMENT (For Refuse Vendors Only	·)
revealed no AB939 APPI Approved:	ROVAL BY PUE		RTMENT (For Refuse Vendors Only	·)
revealed no AB939 APPI Approved:	ROVAL BY PUE		RTMENT (For Refuse Vendors Only	·)
revealed no AB939 APPI Approved:	ROVAL BY PUE		RTMENT (For Refuse Vendors Only	·)
AB939 APPI Approved: Comments:	ROVAL BY PUE	ied: 🗌		

SAN FERNANDO LOAN CO INC

Name of Business: San Fernando Loan Co Inc.	
Business Address: 1131 San Fernando Road	Business Category: Second-Hand Jewelr (Pawnshop)
Items Sold (if any): Jewelry, electronics, musica	l instruments, firearms.
ZONING APPROVAL BY COMMUNITY DEVELOP	MENT DEPARTMENT
Approved: Denied:	
Comments: No CBO on file, as not required at	time of business origination. Business existed a
this location at least since 1981.	
CODE ENFORCEMENT APPROVAL BY COMMUN	IITY DEVELOPMENT DEPARTMENT
Approved: ✓ Denied:	
Comments: No active cases.	
COMPLIANCE APPROVAL BY POLICE DEPARTM	ENT
Approved: ✓ Denied: □	
Approved: • Demedi	
Comments: There are no known complaints as	ssociated with this location and a records chec
	ssociated with this location and a records chec
Comments: There are no known complaints as	ssociated with this location and a records chec
Comments: There are no known complaints as revealed no DOJ compliance issues.	
Comments: There are no known complaints as revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT	
Comments: There are no known complaints as revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMAPPROVED: Denied:	
Comments: There are no known complaints as revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT	
Comments: There are no known complaints as revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMAPPROVED: Denied:	
Comments: There are no known complaints as revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMAPPROVED: Denied:	
Comments: There are no known complaints as revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMAPPROVED: Denied:	
Comments: There are no known complaints as revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMAPPROVED: Denied:	
Comments: There are no known complaints as revealed no DOJ compliance issues. AB939 APPROVAL BY PUBLIC WORKS DEPARTMAPPROVED: Denied:	

SAN FERNANDO SWAP MEET

	NFORMATION					
Name of Bu	siness: San Fe	ernando Swap N	leet			
Business Ad	ldress: 585 G	ilenoaks Blvd	Busine	ess Category: Sw	ap Meet Ope	rator
Items Sold (if any):					
ZONING AP	PROVAL BY C	OMMUNITY DE	VELOPMENT I	DEPARTMENT		
Approved:	✓ De	nied: 🗌				
Comments.	CBO not requ	Jii Cu.				
			MMUNITY DE	VELOPMENT DEP	PARTMENT	
Approved:	✓ Dei No violations	nied: 🗌				
		BY POLICE DEP	ARTMENT			
Approved:			into accasiata	d with this locat	ion and a ray	ards show
	DOJ complia			d with this locat	lon and a red	cords chec
AB939 APPI	ROVAL BY PU	BLIC WORKS DE	PARTMENT (F	or Refuse Vendors	Only)	
Approved:	Deni	ed: 🗌				
Comments:	N/A					

2024 BUSINESS LICENSE PERMIT RENEWAL SECURITY SPECIALISTS

Name of Business: Security Specialist Business Address: 1500 Glenoaks Blvd Business Category: Private Patrol / Security Items Sold (if any):	Business Address: 1500 Glenoaks Blvd Items Sold (if any): ZONING APPROVAL BY COMMUNITY DEVEL Approved: ✓ Denied: □ Comments: CBO approved in 2012. CODE ENFORCEMENT APPROVAL BY COMM Approved: ✓ Denied: □ Comments: No violations. COMPLIANCE APPROVAL BY POLICE DEPART Approved: ✓ Denied: □	OPMENT DEPARTMENT MUNITY DEVELOPMENT DEPARTMENT
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ST. FERDINANDS CHURCH (BINGO)

Name of Business: St. Ferdinand's Church	(Bingo)
Business Address: 1109 Coronel St	Business Category: Bingo
Items Sold (if any):	
ZONING APPROVAL BY COMMUNITY DEV	ELOPMENT DEPARTMENT
Approved: Denied: Denied:	
Comments: This is not a business. CBO is r	not required.
CODE ENFORCEMENT APPROVAL BY COM	IMUNITY DEVELOPMENT DEPARTMENT
Approved: ✓ Denied:	
Comments: No violations.	
COMPLIANCE APPROVAL BY POLICE DEPA	RTMENT
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Comments: N/A	
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2024 BUSINESS LICENSE PERMIT RENEWAL VALLEY AUTO SALES

Business Add	iness : Valley A dress: 742 Celi f any): Used Ca		Duraina			
		s St.	Duning			
Items Sold (ij	f any): Used Ca		Busine	ess Category: /	Automobile Dea	lers (used
		ars.				
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Comments: N	N/A					
ENDATION TO (CITY COUNCIL:	⊠ Permit Ap _l	proval \Box A	dministrative Pe	ermit Approval	□ Perm

GARCIA PRODUCE

Name of Business: Garcia Produce	
Business Address: 11702 Herrick Ave.	Business Category: Peddlers
Items Sold (if any): Produce.	
ZONING APPROVAL BY COMMUNITY DEVE	LOPMENT DEPARTMENT
Approved: Denied: Comments: This applicant needs to file a side	
CODE ENFORCEMENT APPROVAL BY COMM	JUNITY DEVELOPMENT DEPARTMENT
Approved: ✓ Denied:	
Comments: No business location.	
COMPLIANCE APPROVAL BY POLICE DEPAR	TMFNT
Approved: ✓ Denied: □	··········
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AB939 APPROVAL BY PUBLIC WORKS DEPA Approved: Denied: Comments: N/A	RTMENT (For Refuse Vendors Only)

QQ Spa Massage

	NFORMATION:			
Name of Bi	usiness: QQ Spa	Massage		
Business A	ddress: 1701 Tru	ıman St. J	Business Category: Massage Parlor	
Items Sold	(if any):			
ZONING AF	PROVAL BY CO	MMUNITY DEVELO	OPMENT DEPARTMENT	
Approved:	☐ Denie	ed: 🗌		
			UNITY DEVELOPMENT DEPARTMENT	
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RAINBOW SPA

Name of D.	sinoss: Da	inhow Ca	22					
Name of Bu								
Business Ac		4 S Brand	d Blvd		Business Ca	i tegory: Ma	ssage Parlor	
Items Sold ((if any):							
ZONING AP	PROVAL E	Y COMN	UNITY DE	VELOPN	IENT DEPAI	RTMENT		
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Comments:	CBO app	roved in 2	2023. Appr	oval pe	nding Article	e IV, Chapte	r 22 complia	nce.
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VIDA SPA

D	i siness : Vi	<u> </u>	Λ	Dueiness Cate		Daylay
Business Ad		.5 N Maciay	Ave.	Business Cate	gory: Massage	Parior
Items Sold (if any):					
ZONING AP	PROVAL E	SY COMMUI	NITY DEVELO	PMENT DEPARTN	1ENT	
Approved:	✓	Denied:				
				pending Article IV	, chapter 22 co	
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Sec. 22-215. - Fees.

(a) Schedule. The city council shall not accept any application for any permit required to be obtained by this article or by any other ordinance or law or for the renewal of such permit, unless the application is accompanied by the fee prescribed in the following schedule:

Business or Activity for Which Permit is Required	Original Fee	Renewal Fee
Antique shop	\$ 50.00	\$ 10.00
Arcade	50.00	25.00
Auction (jewelry)	100.00	
Auctioneer	100.00	15.00
Auto rental	25.00	15.00
Auto repossessor:		
Owner	50.00	25.00
Employee	10.00	10.00
Auto wrecking	300.00	25.00
Bath	10.00	10.00
Bowling alley	25.00	10.00
Boxing (amateur) contest	25.00	25.00
Carnival	25.00	25.00
Closing-out sale	100.00	25.00
Dance, public (only one)	None	
Dancehall:		
Cafe, bar where liquor is sold	100.00	10.00
Public	50.00	10.00
Dancing academy	10.00	10.00
Dancing club	25.00	10.00
Escort bureau	100.00	50.00
Fire sale	100.00	25.00
Fireworks sale	25.00	25.00
Game, skill and chance	25.00	10.00
Handbill (as defined in section 6-31) distribution business	25.00	10.00

Business or Activity for Which Permit is Required	Origina Fee	Renewal Fee
Junk and/or refuse collector	25.0	10.00
Junk dealer	50.0	10.00
Massage parlor	25.0	10.00
Merry-go-round	10.0	10.00
Pawnbroker	200.0	25.00
Pool room	25.0	10.00
Pool tables (two only), incidental to main busine	ss activity, per table 25.0	10.00
Private patrol	25.0	10.00
Secondhand dealer:		
Auto parts	50.0	10.00
Books	50.0	10.00
General	50.0	10.00
Jewelry	50.0	25.00
Used automobile vehicles	300.0	25.00
Shooting gallery	25.0	10.00
Show (in liquor establishment)	25.0	10.00
Skating rink	50.0	25.00
Street speaking	10.0	10.00
Swap meet operator	100.0	25.00
Tattooing and/or body piercing	50.0	25.00
Trailer camps	25.0	10.00
Applications for changing location of a business to granted	for which a permit has been 10.0	o
Change of ownership to be applicable only when operating under a permit issued pursuant to this		0

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Fabian Valdez, Police Chief

Jennifer Spatig, Management Analyst

Date: December 4, 2023

Subject: Consideration to Authorize the Acceptance of the Department of Health and

Human Services Substance Abuse and Mental Health Services Administration

(SAMHSA) Grant and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the acceptance of the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Grant funds (See Attachments "A" and "B") in the amount of \$757,583 to implement a Mental Health Clinicians Project;
- b. Adopt Resolution No. 8279 (Attachment "C") amending the budget for Fiscal Year (FY) 2023-2024 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

BACKGROUND:

- In March 2022, staff proposed a concept to Congressman Tony Cardenas about developing a Mental Health Clinician program to enhance mental health resources for the community. The primary focus of the program is to provide support to San Fernando Police officers in their efforts to provide a more comprehensive approach to dealing with homelessness, substance abuse, and mental health issues.
- 2. On January 4, 2023, the City received a notification from Congressman Cardenas' office of funding availability for the City's proposed Mental Health Clinician Project through the SAMHSA competitive grant application process under the Federal Department of Health and Human Services.
- 3. In April 2023, the City submitted an application for SAMHSA Grant funding, with the support of Congressman Cardenas.

POLICE DEPARTMENT

910 FIRST STREET, SAN FERNANDO, CA 91340

(818) 898-1250

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director

□ Deputy City Manager

□ City Manager

Consideration to Authorize the Acceptance of the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Grant and Adopt a Resolution Appropriating the Funds

Page 2 of 3

- 4. On September 7, 2023 the City received a Notice of Award from the Department of Health and Human Services that \$757,583 had been approved to fund the City's Mental Health Clinician Project.
- 5. The SAMHSA Grant period is September 30, 2023 to September 29, 2024.

ANALYSIS:

The Substance Abuse and Mental Health Services Administration (SAMHSA) is a branch of the United States Department of Health and Human Services (HHS) primarily focused on mental health and substance abuse issues. The mission of SAMHSA is "to reduce the impact of substance use and mental illness on America's communities." To fulfill this mission, SAMHSA offers various grants aimed at supporting communities, organizations, and individuals addressing mental health and substance use disorders.

In recent years, there has been a notable shift in law enforcement's approach to engaging with individuals facing homelessness, substance abuse, or acute emotional crises. Recognizing the imperative for a more compassionate and humanistic response, there has been a growing awareness within law enforcement profession about the necessity of adopting a comprehensive approach to address these complex societal challenges. The emphasis now lies in minimizing confrontations and expanding mental health and recovery services to tackle the root causes contributing to these issues. Across the country, numerous law enforcement agencies are actively reevaluating their strategies, placing a heightened focus on housing, substance abuse intervention, and mental health issues. This evolving perspective reflects a commitment to fostering understanding, empathy, and proactive measures that contribute to a safer and more supportive community for everyone.

Some notable changes in law enforcement's approach to addressing these issues include establishing Crisis Intervention Teams comprised of officers and other specially trained personnel to handle homelessness, substance abuse, and mental health crises within segments of the community. These officers and trained personnel receive additional training in de-escalation techniques, communication skills, and understanding homelessness, substance abuse, and mental health issues. According to a 2022 CalMatters report, several California agencies have collaborated and paired law enforcement agencies with behavioral health clinicians to respond to psychiatric emergencies (https://calmatters.org/justice/2022/03/mental-health-crisis-police/).

Unfortunately, services for individuals experiencing homelessness, mental health crises, or substance abuse issues are not always accessible. Barriers to these services include language, poverty, lack of health insurance coverage, and the stigmas surrounding mental health among others.

Consideration to Authorize the Acceptance of the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Grant and Adopt a Resolution Appropriating the Funds

Page 3 of 3

Police officers often serve as the first responders during these personal crises. Calls involving homelessness, narcotics activity, and individuals experiencing mental illness frequently necessitate the responding officer's detainment of the individuals for a 72-hour evaluation under Section 5150 of the Welfare and Institution Code or other enforcement actions. As firefighters and other first responders lack the authority to detain, arrest, or commit individuals for psychiatric evaluations, police officers often experience delays at local medical facilities while awaiting evaluation by clinicians and psychiatrists. This situation leaves remaining officers on patrol and the public at risk.

The Department recognizes the need to enhance services by providing additional support when responding to calls involving homelessness, substance abuse, and mental illness. Through the SAMHSA Grant, the Department is developing a Mental Health Clinician Project. This project will fund the homeless outreach program, substance abuse intervention, and mental health clinician(s) through contracted services from non-governmental agencies.

Since there is a very short timeline for this grant, staff recommends leveraging existing agreements and relationships to provide services through the SAMHSA Grant. Staff will present service agreements to be funded through the SAMHSA Grant to City Council in January 2024.

BUDGET IMPACT:

The SAMHSA Grant of \$757,583 will provide funding for one year for homeless outreach, substance abuse intervention, and mental health clinician services. Funds spent pursuant to the grant are reimbursable. Adoption of the attached resolution is necessary to amend the FY 2023-2024 Adopted Budget to appropriate grant revenues (110-3696-0568) and expenditures (110-225-0568-Various) for the SAMHSA Grant.

CONCLUSION:

Staff recommends the acceptance of the SAMHSA Grant funds, adopt Resolution No. 8279 amending the budget for FY 2023-2024 to appropriate the grant, and authorize the City Manager to execute all related documents.

ATTACHMENTS:

- A. SAMHSA Grant Application
- B. SAMHSA Grant Award Letter
- C. Resolution No. 8279

SF 424

Table of Contents

Table of Contents	1
SF 424 Application for Federal Assistance	2
SF-424a Budget Information - Non-Construction Programs	5
SF-424b Assurances - Non-Construction Programs	7
HHS Project Abstract Summary	9
Performance Sites	. 10
Project Narrative Attachments	. 11
1238-Project Narrative - Mental Health Clinicians	. 11
Budget Narrative Attachments	16
1239-BNF	. 16
Other Narrative Attachments	. 30
1234-Attachment 8 - Letters of Commitment	30
1235-Attachment 4 - Resumes	38
1236-Vehicle Purchase Justification	51
1237-Attachment 3 - Project Timeline	55

OMB Number: 4040-0004 Expiration Date: 11/30/2025

		F 7.0			
Application for Federal Assistan	nce SF-424				
* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):			
Preapplication	New				
Application	Continuation	* Other (Specify)			
O Changed/Corrected Application	Revision				
* 3. Date Received:	4. Applicant Identifier:				
04/24/2023	IROSENBERGSF1				
5a. Federal Entity Identifier:		5b. Federal Award Identifier:			
State Use Only:		•			
6. Date Received by State:	7. State Application	on Identifier:			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of San Fernand	0				
* b. Employer/Taxpayer Identification I	Number (EIN/TIN):	* c. UEI:			
95-6000779		XARQWS6VM2N3			
d. Address:					
* Street1: 117 Macneil St.					
Street2:					
* City: San Fernando					
County/Parish:					
* State: CA: California					
Province:					
* Country: USA: UNITED STA	/: USA: UNITED STATES				
* Zip / Postal Code: 91340-2911					
e. Organizational Unit:					
Department Name:		Division Name:			
San Fernando Police Department					
f. Name and contact information of personal	son to be contacted on matter	rs involving this application:			
Prefix:	* First Na	me: Irwin			
Middle Name:					
* Last Name: Rosenberg					
Suffix:					
Title: Lieutenant					
Organizational Affiliation:					
Employee					
* Telephone Number: 818-898-1258		Fax Number:			
* Email: irosenberg@sfcity.org					

OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
Substance Abuse and Mental Health Services Adminis
11. Catalog of Federal Domestic Assistance Number:
93.493
CFDA Title:
Congressional Directives
* 12. Funding Opportunity Number:
FG-23-099
* Title:
Congressional Directive Spending Projects
13. Competition Identification Number:
FG-23-099
Title:
CDS
14. Areas Affected by Project (Cities, Counties, States, etc.): File Name:
* 15. Descriptive Title of Applicant's Project:
San Fernando Mental Health Clinicians
Attach supporting documents as specified in agency instructions.
File Name:

OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for Fe	ederal Assistance SF-424	
16. Congressional Distr	ricts Of:	
* a. Applicant CA-0	* b. Program/Project: CA-029	
Attach an additional lis	st of Program/Project Congressional Districts if needed.	
17. Proposed Project:		
* a. Start Date: 09/30	0/2023 * b. End Date: 09/29/2024	
18. Estimated Funding	(\$):	
* a. Federal	800,000.00	
* b. Applicant	0.00	
* c. State	0.00	
* d. Local	0.00	
* e. Other	0.00	
* f. Program Income	0.00	
* g. TOTAL	800,000.00	
 a. This application b. Program is subjeted c. Program is not compared * 20. Is the Applicant Item Yes 21. *By signing this applicant and accurate to the best I am aware that any factor (U.S. Code, Title 218, Some in the second of the second o	Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.) No plication, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete st of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. alse, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. Section 1001)	
Authorized Representa	ative:	
Prefix:	* First Name: Nick]
Middle Name:		
* Last Name: Kimba	all]
Suffix:		
* Title: City Manage	er	
* Telephone Number:	818-898-1203 Fax Number:	
* Email: nkimball@	sfcity.org	
* Signature of Authoriz	zed Representative: Carlos Hernandez * Date Signed: 04/24/2023	

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 4040-0006 Expiration Date 02/28/2025

		SEC	TION A - BUDGET SUMM	IARY				
Grant Program	Catalog of Federal	Estimated Unobligated Funds		ligated Funds New or Revised Budget			unds New or Revised Budget	
Function or Activity (a)	Domestic Assistance Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)		
1 . FG-23-099 - Federal	93.493			\$757,583.00		\$757,583.00		
2.						\$0.00		
3.						\$0.00		
4.						\$0.00		
5. Totals				\$757,583.00		\$757,583.00		
		SECT	ION B - BUDGET CATEG					
6. Object Class Categories	5	(4) FO 00 000 Fordered		UNCTION OR ACTIVITY	T(A)	Total		
		<u> </u>	(2)	(3)	(4)	(5)		
a. Personnel		\$86,178.00				\$86,178.00		
b. Fringe Benefits		\$17,000.00				\$17,000.00		
c. Travel		\$0.00				\$0.00		
d. Equipment		\$37,505.00				\$37,505.00		
e. Supplies		\$13,750.00				\$13,750.00		
f. Contractual		\$603,150.00				\$603,150.00		
g. Construction		\$0.00				\$0.00		
h. Other		\$0.00				\$0.00		
i. Total Direct Charges	(sum of 6a-6h)	\$757,583.00				\$757,583.00		
j. Indirect Charges		\$0.00				\$0.00		
k. TOTALS (sum of 6i	and 6j)	\$757,583.00				\$757,583.00		
7. Program Income		\$0.00				\$0.00		

Standard From 424A (Rev. 7-97) Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES						
(a) Grant Program (b) Applicant			(c) State	(d) Other Sources	(e) TOTALS	
8 . FG-23-099 - Federal					\$0.00	
9.					\$0.00	
10 .					\$0.00	
11.					\$0.00	
12. TOTAL (sum of lines 8-11)						
		SECTION D - FOREC	ASTED CASH NEEDS			
13. Federal	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
13. Federal	\$757,583.00	\$303,033.20	\$151,516.60	\$151,516.60	\$151,516.60	
14. Non-Federal						
15. TOTAL (sum of lines 13 and 14)	\$757,583.00	\$303,033.20	\$151,516.60	\$151,516.60	\$151,516.60	
	SECTION E - BUDGE	T ESTIMATES OF FEDERAL F	FUNDS NEEDED FOR BALANC	E OF THE PROJECT		
(a) Grant	Program		FUTURE FUNDING	PERIODS (Years)		
(a) Grant	Trogram	(b) First	(c) Second	(d) Third	(e) Fourth	
16 . FG-23-099 - Federal		\$0.00	\$0.00	\$0.00	\$0.00	
17 .						
18 .						
19 .						
20. TOTAL (sum of lines 16-19) \$0.00			\$0.00	\$0.00	\$0.00	
SECTION F - OTHER BUDGET INFORMATION						
21. Direct Charges:			22. Indirect Charges:			
23. Remarks:	23. Remarks:					

Standard Form 424A (rev. 7-97) Page2

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0007 Expiration Date 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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- Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Carlos Hernandez	* TITLE City Manager	
* APPLICANT ORGANIZATION City of San Fernando	•	* DATE SUBMITTED 04-24-2023

Standard Form 424B (Rev. 7-97) Back

December 4, 2023 Regular CC Mtg

OMB Number: 4040-0019 Expiration Date: 02/28/2022

Project Abstract Summary

Funding Opportunity FG-23-099

Number:

CFDA(s): 93.493

Applicant Name: City of San Fernando

Descriptive Title of Applicant's Project: San Fernando Mental Health Clinicians

Project Abstract:

The 988 Implementation Act will establish resources to support a national hotline for mental health crises. The San Fernando Police Department has been closely following this progress and recently participated in virtual meetings to learn about the benefits of the 988 system. The City sees an opportunity to compliment the 988 hotline and proactively address mental health issues in the community by developing a working relationship with individuals and families that need ongoing support. To do this, the City aims to establish a partnership with an organization that can work directly with the Police Department to both support with local household mental health cases and follow up with outreach services. The Mental Health Clinicians will support key staff members and have the following supportive roles within the department: • Provide training and support services to Police staff in addressing mental health-related calls. • Assist officers with de-escalation. • Conduct outreach in tandem with the Police Department, City Manager's Office, and Los Angeles County Department of Mental Health for mental health resources, events, clinics, etc. • Collaborate with the Police Department's community engagement lead. • Collaborate with sister agencies such as the Department of Mental Health, and the Los Angeles Homeless Services Authority. • Work with San Fernando residents to provide crisis counseling and follow up support.

December 4, 2023 Regular CC Mtg

OMB Number: 4040-0010 Expiration Date: 11/30/2025

Project/Performance Site Location(s)

Project/Performance Site Primary Location

O I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: City of San Fernando
UEI: XARQWS6VM2N3
Street1*: 117 Macneil St.

Street2:

City*: San Fernando

County:

State*: CA: California

Province:

Country*: USA: UNITED STATES

Zip / Postal Code*: 91340-2119

Project/Performance Site Congressional District*: CA-029

Additional Location(s)

File Name:

A-1

The Mental Health Clinicians project will be implemented within the city limits of the City of San Fernando and will impact all residents who are in need of mental health crisis support. The City is 2.4 square miles and is fortunate to operate its own Police Department which has an average response time of under three minutes. Despite the small geography and high level of service, the Police Department's continued response to mental health crisis related calls has developed the need for trained professionals. Moreover, the steady population of people experiencing unsheltered homelessness requires a specific approach when connecting them to services, support systems, and housing; and a portion of this population may very well benefit from mental health services. The application of dedicated, full-time professionals to assist with mental health crisis encounters will relieve the San Fernando Police department staff to focus on emergency situations. Responding to a mental health crisis may instead be de-escalated and develop a follow up case- something that a mental health clinician can lead.

The project is broken down into four components:

- 1. Mental Health Clinicians
- 2. Support for People Experiencing Homelessness
- 3. Citywide Mental Health Campaign
- 4. Care Vehicle

As circumstances regarding excessive force and the death of unarmed civilians gained steam during the past decade, demands also grew for communities to reconsider their approach to the personal crises — severe mental illness, homelessness, substance abuse — underlying so many 911 calls, arrests and, sometimes, fatal encounters with police. California agencies have recently paired law-enforcement agencies with behavioral health clinicians.¹

The City of San Fernando aims to take a similar approach: pair mental and behavioral clinicians with the Police Department to assist with de-escalation, crisis intervention, follow-up case management, as well as additional capacity building support such as training for Police Department staff on how to best handle mental health crises. In addition to the clinicians, this project aims to procure a consultant team that specializes with people experiencing homelessness and their mental health concerns. The project will also inform all residents of San Fernando about eliminating the stigma surrounding mental health, through a citywide campaign that includes outreach events, banners and signage, and a media strategy. Lastly, the project will procure one Care Vehicle that will be used as a fleet vehicle for clinicians and outreach staff to better conduct their case management and follow up with residents.

¹ Koseff, A. (2022, March 28). 'People don't think clearly in crisis:' California law enforcement turns to mental health clinicians on toughest 911 calls. Cal Matters. https://calmatters.org/justice/criminal-justice/2022/03/mental-health-crisis-police/

A-2. The City of San Fernando is a tight-knit community with just over 24,000 residents who are predominantly Latino (94%) and working class. According to the National Alliance on Mental Illness, there are substantial barriers to mental health care in Latino communities, and more than half of Latino young adults ages 18-25 with serious mental illness may not receive treatment; leaving them at higher risk of persistent forms of mental health conditions.² Typical barriers to mental health support include:

- Language there is a high number of monolingual, Spanish speaking residents in San Fernando:
 - o Residents who speak a language other than English represent 73.1 percent.
 - o Residents who speak Spanish at home represent 71.2 percent.
 - o Residents who speak English less than very well represent 28.1 percent.
- Poverty and Health Insurance Coverage Individuals who live in poverty have a higher risk of mental illness and, conversely, individuals with mental illness have a higher risk of living in poverty. All but one of the City's census tracts is categorized as both a Low-Income Community (AB 1550) and Disadvantaged Community (CalEnviroScreen).
- Stigma the Latino community remains private about their home matters. Furthermore, many fear talking about mental health, once portraying it as "crazy" or taboo. Despite the national discussion on mental health, these stigmas may still be present in a community like San Fernando.

The San Fernando Police Department has also served as the lead for homeless outreach in the city and typically deploys a homeless outreach team 5-6 times per year. This has built trust with some of the City's homeless residents, but given the transient nature of people experiencing homelessness, keeping up with this matter requires time and dedication. The City remains proactive in solving the homeless crisis and recently adopted a Homelessness Action Plan, serving as the road map for alleviating this issue. One of the main components of the plan is its focus on sustained outreach, particularly for homeless residents experiencing mental and behavior issues. In response to this, the City has contracted with North Valley caring Services for 2023. This project aims to support the continued direct outreach and support from NVCS, and fill the service gap for our homeless residents experiencing mental health issues.

² Hispanic/Latinx Barriers to Mental Health Care. National Alliance on Mental Illness. https://www.nami.org/Your-Journey/Identity-and-Cultural-Dimensions/Hispanic-Latinx

B-1.

Goal	Objectives	Needs indicated by A.2 to be addressed
1. Increase the capacity of the Police Department to reduce the number of unwarranted police encounters with people experiencing mental health issues.	1a) Reduce repeat calls for mental service by 50% by September 2024.1b) Improve the level of service for Police Dispatch team as captured in the annual community survey.	Residents will be better served by dedicated staff who can follow up on their cases, de-escalate calls, and attend hospitals for an extended period of time; allowing Police staff to focus on criminal activity.
2. Improve outcomes for people experiencing homelessness.	2b) Conduct daily and continuous community engagement for people experiencing homelessness. 2c) Reduce the annual homeless Point in Time counts by 25% by September 2024.	Residents will be better served by dedicated staff who can support with mental health related crises, particularly people experiencing homelessness.
3. Educate the community about mental health and its impact in the community.	3a) Engage in at least 3 community events/seminars with the residential community on a quarterly basis. 3b) Engage in at least 3 community events/seminars with the business community on a quarterly basis. 3c) Increase the positive association with mental health services by 20%. 3d)	All residents will benefit from better understanding the stigma surrounding mental health, normalizing the subject, and creating a more nurturing environment to reach out for help.
4. Build the capacity of the City of San Fernando to better respond to the mental health needs of residents.	 4a) Develop and employ trainings for 100% of the Police Department personnel by July 2023. 4b) Ensure all key personnel are trained to exceed POST requirements on strategic 	Better understand the demographic challenges in addressing mental health in a Latino community.

	communications, including a curriculum on mental health. first aid. A minimum of 8 hours annually per staff.	
5. Improve the overall quality	5a) Obtain a 3.6 or higher	Better understand the
of life and public health	score in the City's Annual	demographic challenges in
outcomes of the community.	Community Survey for	addressing mental health in a
	Mental Health and quality of	Latino community.
	life questions.	

B-2.

This proposed project involves services and trainings to be conducted by hired sub-contractors with expertise in mental health, homelessness, and community outreach. Given its small size, the City of San Fernando typically has four on-duty officers to cover the entire city. At a ratio of 4 officers to approximately 24,000 residents (1:6,000), is a low compared to other cities. Furthermore, if a mental health call requires a 72 hr. evaluation per 5150 compliance, an officer can be at the hospital waiting for evaluation for 3 or more hours and not available in the field, potentially placing other officers at risk. Having a mental health clinician eliminates the need to wait as they may be able to support the evaluation in the event of an emergency.

This project anticipates serving the following residents, staff, and stakeholders in San Fernando through direct case management, client outreach, trainings, and campaign promotional materials:

Population	Total	Calls for Mental Health Service ³	Approx. Residents Impacted	Trainings Identified	Campaign Impact
Residents	24,000	62 (2021) 54 (2022)	500 (2%)	n/a	24,000
Unsheltered Residents	224	422 (2021) 662 (2022)	22 (100%)	n/a	22
City Staff	130 FTE	n/a	n/a	36 FTE	130

B-3 – (see attachment 3 for Project Timeline)

-

³ City of San Fernando Police Department Data

⁴ City of San Fernando 2023 Homeless Point in Time Count

C-1. The City plans to partner with local organizations that specialize in providing mental health, trainings, homeless outreach, and case management. These specialized fields will require a team effort of local professionals that have experience in this space. As part of the initial application submission, the City received letters of support from North East Valley Heath Corporation, and the San Fernando Community Health Center, both of which may serve to assist with the mental health clinicians, case management, community outreach, and trainings. Most recently, North Valley Caring Services will provide direct homeless outreach during the 2023 calendar year to connect people experiencing homelessness with services. This project aims to continue the working relationship with NVCS during calendar year 2024. Considering the City's procurement policy, we will have to ensure to follow the correct procedures for contracting with the organizations, all of which have collaborated in the past with the City.

C-2.

Project Director, Lt. Irwin Rosenberg

As Project Director, Lt. Rosenberg will manage the project, including sub consultants, and delegate tasks to key Police officer, desk officer, and administrative staff as necessary.

Lt. Rosenberg will dedicate up to 10% of his time on a weekly basis to managing this project and ensuring it remains on track. With over 15 years of experience with the San Fernando Police Department, Lt. Rosenberg has specializes in community and homeless outreach; often leading HOST assignments and coordinating with local organizations for placement of San Fernando's unsheltered residents.

Project Coordinator, Officer Jorge E. Cervantes

Officer Cervantes currently serves as the outreach lead for the Police Department as well as lead for the recent San Fernando Citizen's Academy; a 12 week series covering police matters and local governance. His ability to connect with the Latino community (particularly in Spanish language) and his accolades as a police officer will allow him to coordinate the day to day activities and support the Project Director. Officer Cervantes will dedicate 10% of his time to this project.

Project Support, Carlos Hernandez

Carlos Hernandez will serve in a supportive role to the Police Department staff and lead managers. He is the Assistant to the City Manager and represents the City with matters pertaining to community programs, legislative advocacy, community engagement, and media relations. Carlos also served as the Project Manager for the City's development of their Homelessness Action Plan and is well versed in this subject. Carlos will dedicate 10% of his time to this project and support in an administrative role.

Арр	licant/Recipient									Appli	cation/Award	Number
City	of San Fernando											
Proj	ect Title:	Mental He	alth Clir	nicians	;							
			Start D					End Date			Budget Year	
	Budget Period:		09/30/2	023			0	9/29/202	24		1	
For	Multi-Year Funded	I (MYF) awards on	lv]							
		applications for fund	-									
	• •	the Incremental Pe										
CO	ST SHARING A	ND MATCHING										
Mat	ching Required:	YES	\triangleright	NO								
A. F	Personnel											
							C	Calculation				
Line Item #		Name	Key Position per the NOFO	Check if Hourly Rate	Hourly Rate	Hours	# of Staff	Annual Salary	% Level of Effort (LOE)	Personnel Cost	FEDERAL REQUEST	
1	Project Coordinator	Jorge Cervantes		\boxtimes	\$100.00	210	2		10.10%	\$42,000	\$42,000	
2	Police Officers	(multiple)		\boxtimes	\$93.06	16	22		0.77%	\$32,757	\$32,757	
3	Desk Officers	(multiple)		\boxtimes	\$71.38	16	10		0.77%	\$11,421	\$11,421	
	1								TOTAL	\$86,178	\$86,178	
			_									
Line Item #	Personnel Narra	ative:										
1	Project Coordinator	Jorge Cervantes	Key Per	sonnel l	Hourly Rate	\$100	# 0	of Staff 2	F	lours 210	Personnel C	ost \$42,000
2	Police Officers	(multiple)		ŀ	Hourly Rate	\$93.06	# (of Staff 22	F	lours 16	Personnel C	ost \$32,757
3	Desk Officers	(multiple)		ŀ	Hourly Rate	\$71.38	# 0	of Staff 10	F	lours 16	Personnel C	ost \$11,421
In-	Show In-Kind Personnel Table											
	Kind Personnel		Key	Check					% Level			
Line Item #		Name	Position per the FOA	if Hourly Rate	Hourly Rate	Hours	# of Staff	Annual Salary	of Effort (LOE)			
1	Project Director	Irwin Rosenberg					1	\$150,000	10.00%			
2	Carlos Hernandez	Project Support					1	\$124,000	10.00%			

Line tem # In-Kind Personnel Narrative: Page 16 Page 1 of 14 1239-BNF Page 95ag 605e: 01/2023

Project Director	Irwin Rosenberg	Key Personnel	Salary \$150,000	# of Staff 1	LOE 10.00%	Personnel Cost \$15,000
Carlos Hernandez	Project Support		Salary \$124,000	# of Staff 1	LOE 10.00%	Personnel Cost \$12,400

B. Fringe Benefits

Our organization's fringe benefits consist of the components shown below:

Fringe Component	Rate (%)
Workers Compensation	20.00%
Medicare	1.45%
Total Fringe Rate	21.45%

Fringe Benefits Cost

				Calc	ulation		
Line Item #	Position	Name	Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	Fringe Benefits Cost	FEDERAL REQUEST
1	Project Coordinator	Jorge Cervantes	\$42,000	21.45%		\$9,009	\$9,009
2	Police Officers	(multiple)	\$32,757	21.45%		\$7,026	\$7,026
3	Desk Officers	(multiple)	\$11,421	8.45%		\$965	\$965
					TOTAL	\$17,000	\$17,000

Fringe Benefits Narrative:		

C. Travel

Trip #	Purpose	Origin and Destination	Item	Cost / Rate per Item	culation Basis	per	Number of Persons	Coet	FEDERAL REQUEST
1								\$0	\$0
						٦	ΓΟΤΑL	\$0	\$0

Т	rip #	Travel Narrative:	
			Travel Cost \$0
	1		

D. Equipment

Line Item #		if Item is a Vehicle	Quantity	Purchase or Rental/Lease Cost	Percent Charged to the Project	Equipment Cost	FEDERAL REQUEST
1	Care Vehicle	\boxtimes	1	\$31,265.00	100.0%	\$31,265	\$31,265
2	Computers and work stations		1	\$6,240.36	100.0%	\$6,240	\$6,240
					TOTAL	\$37,505	\$37,505

Line Item #	Equipment Narrative:					
1	Care Vehicle	Quantity	1 Purchase or Rental/Lease Cost	\$31,265.00 % Charged to the Project	100.0% Equipment Cost	\$31,265
	Computers and work stations	Quantity	1 Purchase or Rental/Lease Cost	\$6,240.36 % Charged to the Project	100.0% Equipment Cost	\$6,240
2						

E. Supplies

				Calculation	l		FEDERAL	
Line Item #		Unit Cost	Basis	Quantity	Duration	Supplies Cost	FEDERAL REQUEST	
1	Streetlight Banners	\$250.00		40.00		\$10,000	\$10,000	
2	Field kits and safety supplies	\$150.00		25.00		\$3,750	\$3,750	
					TOTAL	\$13,750	\$13,750	

ine tem #	Supplies Narrative:					
1	Streetlight Banners	Unit Cost \$250.00	Basis	Quantity 40.00	Duration	Supplies Cost \$10,000
	Field kits and safety supplies	Unit Cost \$150.00	Basis	Quantity 25.00	Duration	Supplies Cost \$3,750

F. Contractual

Summary of Contractual Costs

Agree- ment #	Name of Organization or Consultant	Type of Agreement	Contractual Cost	FEDERAL REQUEST
1	North Valley Caring Services	Consultant	\$175,200	\$175,200
2	San Fernando Community Health Center	Consultant	\$348,000	\$348,000
3	Marketing Firm TBD	Consultant	\$79,950	\$79,950
	TOTAL		\$603,150	\$603,150

Contractual Details for	North Valley	/ Caring Services

\$5,200.00 % Charged to the Project 100.0% Equipment Cost

Agree- ment #	Services and Deliverables Provided											
1	Homeless Outreach and Case Management											
	Personnel	Trav	ام				□ s	upplies			✓ Indire	ct Charges
											Indire	ot Onarges
	Fringe Benefits	Equi	ipmeni					ther				
Со	ntractual Personnel	Costs for North Vall	ley Ca	ring S	ervices							
			Key	Check			Ca	alculation				
Line Item #		Name	Position per the NOFO	if Annual Salary	Hourly Rate	Hours	# of Persons	Annual Salary	% Level of Effort (LOE)	Contractual Personnel Cost	FEDERAL REQUEST	
1	Outreach Case Manager	TBD		\boxtimes			2	\$56,284	100.00%	\$112,568	\$112,568	
2	Coordinator	TBD		\boxtimes			1	\$64,000	51.00%	\$32,640	\$32,640	
									TOTAL	\$145,208	\$145,208	
Line Item #	Contractual Persor Outreach Case Manager	nnel Narrative:			Sala	ry \$56,28	34 # of F	Persons 2		LOE 100.00%	Personnel Co	ost \$112,568
2	Coordinator	TBD			Sala	ry \$64,00	00 # of F	Persons 1		LOE 51.00%	Personnel Co	ost \$32,640
	Contractual Equipment Costs for North Valley Caring Services Check Calculation											
Line Item #	Ite	Item is a Quar Vehicle		antity	Renta	lase or I/Lease ost	Perce Charged Proje	to the	Contractual Equipment Cost	FEDERAL REQUEST		
1	Financial Assistanc	ce			1	\$1	0,000.00	1	00.0%	\$10,000	\$10,000	
2	Gas				1	\$	5,200.00	1	00.0%	\$5,200	\$5,200	
	TOTAL \$15,200 \$15,200											
Line Item #	Line Item # Contractual Equipment Narrative: # Financial Assistance Quantity 1 Purchase or Rental/Lease Cost \$10,000.00 % Charged to the Project 100.0% Equipment Cost \$10,000											
1	, , , , , , , , , , , , , , , , , , ,											

Contractual Supplies Costs for North Valley Caring Services

Gas

2

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Lino			EEDEDAL					
- 1	Line Item #	14	Unit Cost	Basis	Quantity	Duration	Contractual Supplies Cost	FEDERAL REQUEST
	1	Computers, phone, other technology	\$3,501.00	Quote	1.00	1.00	\$3,501	\$3,501

1 Purchase or Rental/Lease Cost

Quantity

\$5,200

Lin			EEDEDAL				
Iter		Unit Cost	Basis	Quantity	Duration	Contractual Supplies Cost	FEDERAL REQUEST
2	Food, Food Supplies (carriers, utensils, containers), Medical Supplies, Safety Gear	\$4,999.00	Quote	1.00	1.00	\$4,999	\$4,999
					TOTAL	\$8,500	\$8,500

Line Item #	m Contractual Supplies Narrative:									
1	Computers, phone, other technology			Basis Quote	Quantity 1.00	Duration 1.00	Supplies Cost \$3,501			
2	Food, Food Supplies (carriers, utensils, containers), N	Unit Cost	\$4,999.00	Basis Quote	Quantity 1.00	Duration 1.00	Supplies Cost \$4,999			

Contractual Total Direct Charges for North Valley Caring Services

TOTAL DIRECT	TOTAL FEDERAL
CHARGES FOR THIS	REQUEST
AGREEMENT	\$168,908

Contractual Indirect Charges for North Valley Caring Services

	Calculation								
IDC Rate (%)	Base	Contractual IDC	REQUEST						
3.86%	\$163,000	\$6,292	\$6,292						
	TOTAL	\$6,292	\$6,292						

Contractual Indirect Charges Narrative:	

Contractual Total Cost for North Valley Caring Services

TOTAL COST	TOTAL FEDERAL REQUEST
\$175,200	\$175,200

Contractual Details for San Fernando Community Health Center

Agree- ment #	Services and Deliverables Provided
2	Mental Health Clinicians, Training, and Case Management

Personnel	Travel	Supplies	Indirect Charges
Fringe Benefits	Equipment	Other	

Contractual Personnel Costs for San Fernando Community Health Center

								alculation				
Line		Name	Key Position	Check if	11.				% Level	Contractual	FEDERAL	
Item #	Position	ivairie	per the NOFO	Annual Salary	Hourly Rate	Hours	# of Persons	Annual Salary	of Effort (LOE)	Personnel Cost	REQUEST	
1	LCSW	TBD		\boxtimes			2	\$120,000	100.00%	\$240,000	\$240,000	
2	Case Manager	TBD					2	\$90,000	60.00%	\$108,000	\$108,000	
									TOTAL	\$348,000	\$348,000	
Line	Contractual Persor	and Norrative										
#					0-1		000 # -5	D 0		LOE 400 00%	D10	
1	LCSW	TBD			Salai	ry \$120,0	UUU # OT	Persons 2		LOE 100.00%	Personnel C	ost \$240,000
	Case Manager	TBD			Salaı	ry \$90,00	00 # of	Persons 2		LOE 60.00%	Personnel C	ost \$108,000
2												
Cor	ntractual Total Direc	ct Charges for San	Fernar	ndo C	ommun	ity He	alth Ce	nter				
	TOTAL DIRECT	TOTAL FEDERAL REQUEST										
CH	AGREEMENT	\$348,000										
		ψ340,000										
Cor	ntractual Total Cost	for San Fernando	Comm	unity l	Health (Center						
	TOTAL COST	TOTAL FEDERAL										
		REQUEST										
	\$348,000	\$348,000										
Con	tractual Details f	or Marketing Fir	m TBI									
Agree- nent #		eliverables Provi	ded									
3	Citywide Marketing	g Campaign										
∑ F	Personnel	Trav	/el					Supplies			Indire	ct Charges
F	ringe Benefits	Equ	ipment	:				Other				
Cor	ntractual Personnel	Costs for Marketing	ı Eirm '	TRD								
	Tiractual i ersonner	Tools for Marketing	, i iiiii					-11-6				
Line Item		Name	Key Position	Check if	I I a contra			alculation	% Level	Contractual	FEDERAL	
#	r Osition	Ivaille	per the NOFO	Annual Salary	Hourly Rate	Hours	# of Persons	Annual Salary	of Effort (LOE)	Personnel Cost	REQUEST	
1	Project Manager	TBD					1	\$120,000		\$30,000	\$30,000	
2	Principal in Carge						1	\$150,000	10.00%	\$15,000	\$15,000	
3	Project Lead			\boxtimes			1	\$105,000	10.00%	\$10,500	\$10,500	
4	Project Coordinator			\boxtimes			1	\$95,000	15.00%	\$14,250	\$14,250	
5	Data Analyst			\boxtimes			1	\$85,000	12.00%	\$10,200	\$10,200	

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		Ke	Key	Check			Ca	alculation			
Lin Ite	Position	Name	Position per the NOFO	Annual	Hourly Rate	Hours	# of Persons	Annual Salary	% Level of Effort (LOE)	Contractual Personnel Cost	
									TOTAL	\$79,950	\$79,950

Project Manager	TBD	Salary \$120,000	# of Persons 1	LOE 25.00%	Personnel Cost \$30,000
Principal in Carge		Salary \$150,000	# of Persons 1	LOE 10.00%	Personnel Cost \$15,000
Project Lead		Salary \$105,000	# of Persons 1	LOE 10.00%	Personnel Cost \$10,500
Project Coordinator		Salary \$95,000	# of Persons 1	LOE 15.00%	Personnel Cost \$14,250
Data Analyst		Salary \$85,000	# of Persons 1	LOE 12.00%	Personnel Cost \$10,200

Contractual Total Direct Charges for Marketing Firm TBD

TOTAL DIRECT	TOTAL FEDERAL
CHARGES FOR THIS	REQUEST
AGREEMENT	\$79,950

Contractual Total Cost for Marketing Firm TBD

TOTAL COST	TOTAL FEDERAL REQUEST
\$79,950	\$79,950

G. Construction: Not Applicable

H. Other

Lina			heck Calculation						
Line Item #		if Minor A&R	Unit Cost / Rate	Basis	Quantity	Duration	Other Cost	FEDERAL REQUEST	
1							\$0	\$0	
						TOTAL	\$0	\$0	

Line Item #	Other Narrative:		_			
4		Unit Cost/Rate	Basis	Quantity	Duration	Other Cost \$0
1						

I. Total Direct Charges

TOTAL DIRECT CHARGES	TOTAL FEDERAL REQUEST
TOTAL DIRECT CHARGES	\$757,583

J. Indirect Charges

Type of IDC Rate / Cost Allocation Plan

We will not charge IDC to the award

Indirect Charges

End Date of Effective Period of		Calculation						
Approved IDC Rate Agreement	Approved IDC Rate (%)	Approved Base	IDC	FEDERAL REQUEST				
N/A	0.00%	\$0	\$0	\$0				
		TOTAL	\$0	\$0				

Indirect Charges Narrative: None requested.

REVIEW OF COST SHARING AND MATCHING

Cost sharing or matching is not required for this grant.

BUDGET SUMMARY: YEAR 1

BUDGET CATEGORY	FEDERAL REQUEST
A. Personnel	\$86,178
B. Fringe Benefits	\$17,000
C. Travel	\$0
D. Equipment	\$37,505
E. Supplies	\$13,750
F. Contractual	\$603,150
G. Construction (N/A)	\$0
H. Other	\$0
I. Total Direct Charges (sum of A to H)	\$757,583
J. Indirect Charges	\$0
Total Projects Costs (sum of I and J)	\$757,583

BUDGET SUMMARY FOR REQUESTED FUTURE YEARS

	Year	2	Year	3	Year 4		Year	5
Budget Category	FEDERAL REQUEST		FEDERAL REQUEST		FEDERAL REQUEST		FEDERAL REQUEST	
A. Personnel								
B. Fringe Benefits								
C. Travel								
D. Equipment								
E. Supplies								
F. Contractual								
G. Construction		\$0		\$0		\$0		\$0
H. Other								
I. Total Direct Charges (sum A to H)		\$0		\$0		\$0		\$0
J. Indirect Charges				·		·		
Total Project Costs (sum of I and J)		\$0		\$0		\$0		\$0

Budget Summary Narrative:

A. In-Kind Personnel

- The Project Director (Irwin Rosenberg) and Project Support Staff (Carlos Hernandez) will be in-kind positions and dedicate 10% of their time to this project.
- The PD will manage consultants and major milestones for this project.
- The Project Support staff will oversee media and social media strategies, as well as support with strategic planning.

Personnel

- The Project Coordinator (Jorge Cervantes) will manage day to day operations of the project including assigning work to clinicians, reviewing summary reports, reporting to the public, and coordinating with Project Support staff. The PC will dedicate 10% of their time to this project.
- Police Officers and Desk Officers will contribute overtime hours to this project to each receive up to 16 hours of training from the mental health clinician / sub consultant team.

B. Fringe Benefits

• Fringe benefits for full time officers include workers compensation at 20%, and Medicare benefits at 1.45%. Part-time Desk Officers receive fringe benefits at 7% (workers compensation), and 1.45% (Medicare).

C. Travel

No funding request identified.

D. Equipment

- Care Vehicle a dedicated vehicle for the various clinicians and homeless outreach staff will be required for this project. The vehicle will transport key project staff to different residences throughout the project area to better interface with clients. The vehicle may be used to transport clients as well.
- Computers and work station will be necessary for the clinicians to better perform their follow up and case management. The following cost estimates will fund three work stations:

Product Unit Price Qty Subtotal

Dell Latitude 3520 \$1,381.53 3 \$4,144.59

Logitech MK345 Wireless Keyboard and Mouse Combo \$ 47.84 3 \$ 143.52

Dell Dock- WD19S 90w Power Delivery - 130w AC \$ 188.99 3 \$ 566.97

Dell 27 Monitor - P2722H, 68.6cm (27") \$ 255.99 3 \$ 767.97

1239-BNF Page 24

Budget Summary Narrative:

Subtotal \$5,623.05 Shipping 0 Env. Fee \$ 55.00 Tax \$ 562.31 Total \$6,240.36

E. Supplies

- Streetlight Banners will be used during May in recognition of mental Health Awareness Month, as a strategy to normalize mental health in the community.
- · Field kits shall be used by hired consultants and contain materials necessary for interacting with clients. This project anticipates disposable / giveaway materials for clients to keep, including first aid equipment, blankets, food, water, etc.

F. Contractual

Contractual services include the following consultants:

- North Valley caring Services for homeless outreach, engagement, and case management.
- San Fernando Community Health Center for mental health clinicians.
- · A marketing firm will be procured to support with the citywide campaign to spread the message about the importance of mental health.

G. Construction (N/A)

No funding request identified.

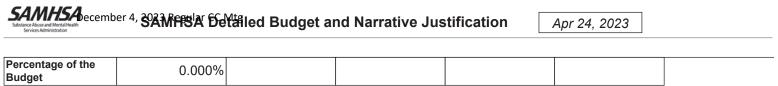
H. Other

No funding request identified.

Funding Limitation/Restriction

FUNDING LIMITATIONS / RESTRICTIONS

	Year	1	Year	2	Year	3	Year	4	Year	5	Total for Budget Category
A. Personnel											
B. Fringe Benefits											
C. Travel											
D. Equipment											
E. Supplies											
F. Contractual											
H. Other											
I. Total Direct Charges (sum A to H)											
J. Indirect Charges											
TOTAL for the Budget Year											



	•	•	
Funding Limitation/Restriction Narrative:			

 Page 26

 v4.0
 Page 11 of 14

 Page 1239-BNF
 Page 26

OMB Number: 4040-0006 Expiration Date: 02/28/2022

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds Federal Non-Fed	bligated Funds Non-Federal	Federal (e)	New or Revised Budget Non-Federal	Total (a)
				\$757,583	0\$	\$757,583
Totals				\$757,583	\$0	\$757,583

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SECTION B - BUDGET CATEGORIES

		ן כ			Toto T
6. Object Class Categories		GRANI PROGRAM, FU			Otal
	(1)	(2)	(3)	(4)	<u>(c)</u>
a. Personnel	\$86,178	0\$			\$86,178
b. Fringe Benefits	\$17,000	0\$			\$17,000
c. Travel	0\$	0\$			0\$
d. Equipment	\$37,505	0\$			\$37,505
e. Supplies	\$13,750	0\$			\$13,750
f. Contractual	\$603,150	0\$			\$603,150
g. Construction	0\$	0\$	0\$	0\$	0\$
h. Other	0\$	0\$			0\$
i. Total Direct Charges (sum of 6a-6h)	\$757,583	0\$			\$757,583
j. Indirect Charges	0\$	0\$			0\$
k. TOTALS (sum of 6i and 6j)	\$757,583	0\$			\$757,583
7. Program Income					
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	SECTION	SECTION C - NON-FEDERAL RESOURCES	OURCES		
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
œ́					
Ġ					
10.					
11.					
12. TOTAL (sum of lines 8-11)					
	SECTION	SECTION D - FORECASTED CASH NEEDS	SH NEEDS		
13. Federal	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)					
SECTION E - BUD	GET ESTIMATES OF I	SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT	DED FOR BALANCE (OF THE PROJECT	
(a) Grant Program			FUTURE FUNDING	FUTURE FUNDING PERIODS (YEARS)	
		(b) First	(c) Second	(d) Third	(e) Fourth
16.		0\$	0\$	0\$	0\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	SECTION F	\$0 - OTHER BUDGET INFORMATION	\$0 ORMATION	0\$	0\$
21 Direct Charnes:		22 Indirec	22 Indirect Charges:		
23. Remarks:					
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North Valley Caring Services (NVCS) Homeless Outreach Team

This document is a draft scope of work for a partnership between North Valley Caring Services (NVCS) and the City of San Fernando to operate a homeless outreach and engagement team within the City of San Fernando.

Engagement Team Overview

The City of San Fernando is creating a partnership with NVCS in order to create a more robust outreach program and engagement team to identify, assess and support unsheltered individuals and families in The City of San Fernando.

The Outreach Team's Goal:

- To establish supportive relationships with unhoused people to support pathways to temporary and permanent housing and increase the rates at which the unhoused community accepts shelter.
- To engage Monday thru Friday with the unhoused population; going out to streets, underpasses and parks in San Fernando to build relationships with the unhoused community and offer them safe shelter indoors at one of NVCS' partner housing intervention sites that are available in close proximity to San Fernando.

This team will be constructed of two "Outreach Coordinators" who will be highly skilled and motivated individuals who understand the community and can quickly respond to street-level encampments. A part-time "Food and Donation Coordinator" will work with the team to gather basic need items, hygiene kits, and food for the outreach. NVCS' culinary-trained chef manages volunteers that assist in our on-site kitchen to prepare, cook and package hot, home-cooked meals that are delivered by the Outreach Team. Hot meals are packed into meal containers that will need to be purchased and replenished weekly. Containers are packed into two Extra large Insulated Food Delivery Bags that will need to be purchased. Other NVCS staff members, Volunteer Coordinator, and Community Liaison, will also engage with the Outreach Team and clients. The NVCS team and City Staff will work together to ensure teams are provided with appropriate safety gear, field-based services training, appropriate clothing and other necessary equipment. These positions will be filled by qualified professionals who understand the complex mission of providing homeless services to a highly vulnerable and unstable population. NVCS Staff will be scheduled to provide coverage from 10:00am-6:30pm Monday thru Friday. In addition, they will rotate on-call night and weekend coverage to provide the highest level of service. In addition to the outreach tasks, the staff in the program will focus on database management and collect information from the team into a centralized database. The Outreach team will be scheduled to work Monday-Friday unless a flex-schedule is needed

to allow for staffing of out-of-hours community events at which NVCS staff will table at and provide information and resources to the community. This two person team counts on the full-support of NVCS' staff, volunteers and partners.

Outreach Structure

The NVCS Outreach program will consist of 2 outreach workers designated to this agreement. NVCS also has a Medical/Health Outreach Specialist that will work with the team and clients in the field to connect them to health related services. The team will be dispatched to locations across San Fernando to people experiencing homelessness. Locations will be determined by the City Staff and daily schedules will be sent to the Team. Each day the Team will attempt to connect with encampments daily in a defined geographic area. In addition, the Team will have flexibility to engage in proactive outreach when possible to identify members of the unhoused community who are not currently engaged with supportive services. NVCS will utilize the partnerships it has with other organizations to be able to connect clients to resources. Examples of these partnerships are the San Fernando Valley Rescue Mission, Hope of the Mission, Providence Hospital, Helping Hands, Valley Haven Shelter, and more.

The NVCS team will be engaging with the diverse population of homeless individuals in San Fernando communities. The primary goal of these efforts is to establish trust with the unhoused in order to more effectively bring individuals safely indoors. Many of the homeless on our streets have lost trust in the system's ability to help them, and we are trying to regain that trust by building relationships to successfully bring people indoors and get them on the road to permanent housing. In order to build these relationships it is important to make regular or daily contact with individuals in encampments over a course of time. The benefit of this program is the ability to assign an outreach team to a specific location or community, where they can be given the opportunity to build close relationships with individuals in those encampments.

The NVCS teams are going to have clear communication from the City Staff regarding the locations they are going to be sent out to, with detailed requests for service and as much background information as possible. After the initial launch period, the goal is that teams will be familiar with the routes and locations they are being dispatched to, along with the individuals at the encampments. The Team will begin each visit by making an initial assessment of the needs and eligibility of everyone for specialized services. Then they will address urgent physical needs such as food, clothing, and toiletries. They will assess the encampment structure to find leaders and validators amongst the homeless who are living there. The Team will work closely with City Staff to provide outreach and engagement for shelter sites as they open. In addition, teams will actively provide information and referrals to programs designed to support homeless people including emergency shelters, transitional housing, community based services, permanent supportive housing, and rapid re-housing programs.

The City Public Works and waste contractor (Republic Services) will follow up to locations once the individuals have left in order to remove any trash and debris left behind. The NVCS Team will not be dispatched with City crews or Law Enforcement in order to preserve trust with the encampments. City crews shall be involved only for the repair of infrastructure or removal of debris from encampments. Law enforcement shall be dispatched in the event of an emergency.

While there has been an influx of funding for people experiencing homelessness, there is still an incredible need for interim and permanent housing. The need exists due to barriers in place to enter shelters and a lack of options that may be available close to where people are residing.

The Coordinated Entry System (CES) prioritizes people based on the highest need, and with a Los Angeles County homeless count of over 60,000+ individuals and families, the likelihood of people experiencing homelessness in San Fernando City to be that high on the list is very slim.

NVCS, however, has been ingrained in the community for years and has true partnerships where we can work creatively with agencies to move people from street to home. NVCS outreach staff are equipped to work with people with high barriers, and we can count on the community to come together to all work together to end homelessness.

NVCS would require an advance payment of 20% of the budgeted amount with a start date within 60 days of NVCS receiving the advance.

Below is a Draft Budget for One Year of Service:

Personnel	
2 x Full-time Outreach Case Managers (includes fringe benefits & taxes)	\$56,284 x 2
1 Part-time Food & Donation Coordinator (includes fringe benefits & taxes)	\$31,980
Program Expenses	
Auto/Gas/Maintenance (would need City to provide the vehicle)	\$5,200
Insulated Carriers and Supplies (utensils, food purchases, containers, medical supplies, first aid kit, safety gear)	\$5,000
Financial Assistance (motel vouchers, medical assistance, doctor fees etc.)	\$10,000
Indirect Costs (utilities, office supplies, internet)	\$6,752
Start-Up (Laptop, phones, technology)	\$3,500
Total:	\$175,000.00

Adjusted Budget for Three Days Per Week

Personnel	
-----------	--

1 x Part-time Outreach Case Manager \$25hr/24 hrs per week (includes fringe benefits & taxes)	\$37,440
1 Part-time Food & Donation Coordinator (includes fringe benefits & taxes)	\$31,980
Program Expenses	
Auto/Gas/Maintenance (would need vehicle)	\$3,500
Insulated Carriers and Supplies (utensils, food purchases, containers, medical supplies, first aid kit, safety gear)	\$5,000
Financial Assistance (motel vouchers, medical assistance, doctor fees etc.)	\$10,000
Indirect Costs (utilities, office supplies, internet)	\$6,752
Start-Up (Laptop, phones, technology)	\$2,988
Total:	\$97,660.00

Explanation of expenses

The NVCS Outreach team attempts to break down any barriers that may delay or stop clients from not getting services. Through our experiences we have found needing financial assistance funds being available to use for those cases.

Motel Stays (approx 1-3 days) - When the shelters are full and providers are either not accepting clients or need time for intakes and referrals to process, NVCS can use these funds to place clients in motels temporarily until the service provider is able to take them in. There have been emergency situations with connecting with individuals later in the day when most service providers are closed, or when the weather has been brutal and can cause emergency health conditions.

Medical Assistance- Funds can be used for treatment centers, medication, handicap equipment, first aid supplies and more.

Documents Fees- Funds can be used to purchase and expedite documents needed for placement (birth certificate, ID, social security card) application fees, rental fees and more.

Other: The funds would be able to purchase any items that would alleviate any barriers such as cell phones, board and stay for animals, pet food, storage.



April 24, 2023

Department of Health & Human Services FY 2023 Congressional Directive Spending Projects

Subject: Letter of Commitment to the City of San Fernando's Mental Health Clinicians Partnership Project

San Fernando Community Health Center (SFCHC) is very pleased to be part of the City of San Fernando's Mental Health Clinician Partnership.

SFCHC proposes to support the partnership by the following Scope of Work:

- SFCHC will provide support to San Fernando residents and SFPD through our onsite team of integrated mental health clinicians for crisis follow-up and linkages to other, specialized services, such as substance abuse or MAT services.
- 2. SFCHC will collaborate with SFPD.'s community engagement lead and offer social media support to any community Mental Health Campaign.
- 3. SFCHC will provide trainings to SFPD staff, utilizing our integrated mental health team.
- 4. SFCHC, as a Federally Qualified Health Center that receives 330h funding, is experienced in working with persons who are experiencing or are at risk of homelessness.
- 5. SFCHC, will in mid-June, be launching a Mobile Medical Outreach team, that will include a MH clinician for areas such as safe-parking locations.
- 6. SFCHC will work with City of San Fernando to develop a robust coalition of support organizations; SFCHC has a long history of caring for those most vulnerable in the City.

San Fernando Community Health Center will support the City of San Fernando and SFPD as they build a strong coalition to meet the mental health needs of the community we both serve. SFCHC staff who will oversee the involvement in this project are LCSW's with extensive experience in caring for persons with mental health issues and strong collaborative ties with other community agencies that will be part of the larger coalition.

With regards,

Audrey L. Simons, MSHA Chief Executive Officer

Attachment: (2) Bios of Director of Behavioral Health; Director of Special Projects

Heidi Lennartz, LCSW, FACHE

Heidi Lennartz, LCSW, FACHE has worked in healthcare and administration for over 35 years. After 7 years at Providence Holy Cross, she joined San Fernando CHC as COO in 2018 to work in community health and be part of the clinic she supported as CEO of Mission Community Hospital. She brings her perspective as a social worker to managing people and projects, driving access to care through program design and service development: 'Addressing the social determinants of health are key to achieving equitable whole person care.' Ms. Lennartz has a BA (Psychology, CSUN), MSW (USC, Public Administration), and is a Fellow of the American College of Healthcare Executives. She has served on healthcare association and community boards throughout her career, including NCADD, New Horizons, HASC, Greater SFVCC, and SHANTI.



NORMA ALMANCE VILLALOBOS Director of Behavioral Health

Norma Villalobos is a Licensed Clinical Social Worker (LCSW). Ms. Villalobos joined San Fernando Community Health Center's mental health services team in May, 2020. She took over the position of Director of Behavioral Health in August of 2022.

Ms. Villalobos is an experienced and compassionate mental health provider who is also skilled in grant management, staff recruitment and training, and administrative support. She also has extensive knowledge of program policies and procedures offered through the County and City of Los Angeles, including the Department of Public and Social Services (DPSS), Department of Children and Family Services, Department of Aging and other agencies.

For several years prior to her position at San Fernando Community Health Center, Villalobos worked for the senior outreach program of Providence Health and Services in North Hollywood. Her duties included supervision and training of volunteers and staff, providing case management and individual therapy to older adults, developing recruitment marketing strategies, managing a school counseling program and more.

Previously, at Children's Hospital Los Angeles (CHLA), Villalobos managed the HIV counseling and testing grant program and provided comprehensive case management services to HIV-positive youth between the ages of 12 to 24. As part of this program, she also developed new program protocols and a quality assurance plan, among other contributions.

Before CHLA, Villalobos advanced professionally to become a supervisor at Greater Avenues for Independence, a division of the DPSS that provides comprehensive job training and placement services. Some of her duties included managing quality assurance levels, developing training for community partners, managing adherence to grant reporting requirements and providing crisis intervention assistance related to domestic violence and suicide.

Villalobos holds a Master of Social Work from California State University, Los Angeles, and a Bachelor of Arts in sociology from the University of California, Riverside. She is fluent in English and Spanish.

Irwin Rosenberg

Professional Law Enforcement Experience

San Fernando Police Department

Lieutenant, Detective/Support Services Commander, December 2019 - present

- Executive Team Member: Directly report to and support Chief of Police as part of the three-member command staff team.
- **Division Commander Responsibility:** Oversight, direction, coordination and command of the Detective and Support Services Division including detective and background investigations, jail operations, property, evidence and subpoena control, advanced officer and professional staff training, records, community-oriented policing programs, emergency operations management, and Custodian of Records for Departmental Pitchess Motions.
- **Project Management:** Oversee and direct the Department's ongoing effort to implement body worn cameras and fully integrated in-vehicle camera program. Lead implementation of new Racial Identity Profiling Act (RIPA) requirements.
- **Department Liaison**: LA County District Attorney, San Fernando Court Administration, San Fernando Police Advisory Council, City's Disaster Council, City Council's Homeless Ad hoc Committee, the Northeast San Fernando Valley Interagency Taskforce on Homelessness, the San Fernando Valley Council of Government Homeless Committee, LA County Jail Managers Association.
- Compliance/Control: Protect against cost overruns in the Department's divisional budget, oversee policy implementation and compliance, grant proposal development, compliance with local, state and federal laws and regulatory requirements, administer LexiPol policies, manage background investigations and provide recommendations for hiring, serve as administrator of the Department's Digital Recorder Program.
- Executive Management: Serve as the acting Chief in his absence when designated; oversee and direct patrol operations in absence of Patrol Division Commander when requested.

Significant accomplishments on behalf of the City of San Fernando

- Coordinated and led efforts to establish and implement COVID-19 testing and vaccinations for all department personnel, including reserve and professional staff, through collaboration with LA City Fire, placing a priority on employee wellness through action.
- Led, under direction of Chief and City Manager, Department COVID-19 response efforts and collaborated with LA County Office of Emergency Management, Area C Disaster Management Coordinator, and CalOES, to obtain critical personal protective equipment and four housing trailers for quarantine of any impacted City personnel.
- Collaborate with Chief and Senate Majority Leader to spearhead securing a State Budget allocation of \$2 million to acquire and implement a new radio system, body and in-vehicle cameras, and an automatic license plate reading system in all patrol vehicles.
- Prepare and lead development of proposal to successfully secure Department of Justice Grant funding of \$91K to implement new virtual training program to emphasize de-escalation, exceeding minimum POST training standards.
- Prepare proposal and administer Alcohol Beverage Control grant program to fund education & prevent the sale of alcohol to minors. Secured two grants totaling \$83K for overtime for these special operations.
- Secure Two POST grants in 2021, one for a Departmental Management Study and one for Team Building.
- Led collaborative effort of City Executive Management team to create new City Emergency Operation Plan; assisted in securing \$35K to update city's Local Multi-Hazard Mitigation Plan and served on the three-member project team working with the consultant leading to FEMA approval and Council adoption.
- Identified and assisted in obtaining County of Los Angeles grant of \$21K to develop RFP for Homeless Innovation Plan. Serve on plan development team collaborating with City Manager, City Councilmembers, City staff and consultant.
- Department Coordinator of National Night Out. Overall planning, management and production of event collaborating with our local, state and federal legislative representatives and other key stakeholders. Raised all funds and secured donated services to ensure the event remains free to the public.
- Implemented City's new Mass Notification Everbridge "Alert San Fernando" system in collaboration with City Manager's Executive Assistant. Secured Integrated Public Alert Warning System (IPAWS) approval from CalOES and FEMA.

- Submitted two Department of Justice Grants under the Community Oriented Policing Program, one for additional police officer (pending review) and another for law enforcement mental health and wellness act funding. Secured letters of support for each proposal from U.S. Congressman Tony Cardenas.
- Oversee implementation of Independent Cities Risk Management Association officer wellness program through The Counseling Team International

Administrative Sergeant, June 2016-December 2019

- Community Policing Program Management: Manage, coordinate and conduct Neighborhood Watch, Business Watch, Starbucks Stars, and Coffee with a Cop programs.
- **Division Management:** Oversee the Property and Records Divisions.
- Recruitment Coordinator: Facilitated new officer recruitment.
- Background Investigations Management: Supervise background investigations, review and make hiring recommendations based on these background investigations.
- Project Management: Manage and prepare the Department's Annual Customer Satisfaction Survey, implemented and administered Narcan Program and Digital Recorder System.
- Training Manager: Coordinated Advanced Officer Training scheduling, POST compliance, and corrections training and compliance, Police Academy liaison.
- Senior Management Duties: Initiated special projects and perform adjutant duties at the direction of the Chief of Police and participated in the Chief's weekly command staff meetings as part of the executive management team.
- Emergency Management: Served as City's Emergency Operations Coordinator.
- **Department Liaison:** Special Olympics Law Enforcement Torch Run, Homeless Liaison Coordinator, American Red Cross Prepare San Fernando Disaster Resiliency Project, LA Training Managers Association, local, state and elected stakeholders, POST Regional Consultant and STC Representative for jail staff compliance.

Significant Accomplishments on behalf of the City of San Fernando

- Led effort in collaboration with Chief to secure State budget allocation of \$360,000 for School Resource Officer.
- Organized and coordinated National Night Out annually including raising all funds and securing all donations for this project attended by over 1,000 community members each year.
- Developed and successfully implemented through collaboration with key department's stakeholders the new LexiPol Policy Manual under the direction of the Chief.
- Establish, coordinate and lead Annual Special Olympics Torch Run, Tip a Cop, and Cop on a Roof Top events.

Patrol Sergeant/Watch Commander February 2014-June 2016

- Managed officers during their daily patrol activities and provided incident command at critical incidents.
- Supervised sworn officers who serve as dispatchers and jailers; Community Service Officers and civilian personnel.
- Communicated and coordinated with command staff.
- Oversaw the management and compliance of all full time sworn personnel's POST required CPT/PSP training.
- Developed and managed relationships with local training managers at other law enforcement entities to enable sworn full time and reserve personnel to complete EVOC, arrest and control, tactical communications and firearms training as required.
- Arranged training for all sworn full time and reserve officers in advanced officer training courses.
- Obtained approval of our state mandated 16-hour rifle training program.
- Participated in police officer recruitment activities.

Significant Accomplishments on behalf of the City of San Fernando

- Re-established San Fernando's Annual National Night Out in 2015.
- Coordinated the World Games Special Olympics Torch Run Welcoming Ceremonies in San Fernando.
- Annual Fundraising for the Christmas Basket Program.
- Provided support to the San Fernando Police Advisory Council.
- Reinvigorated Neighborhood and Business Watch Programs.

Police Detective December 2011 to February 2014

Field Training Officer November 2010-December 2011

Police Officer December 2007-November 2010

Reserve Police Officer July 2004-December 2007

Additional Law Enforcement Training and Certificates

Peace Officer Standards and Training

POST Management Course, June 2020

POST Sherman Block Leadership Institute Certificate, Class 404- January 2018 (Class selected speaker for graduation)

POST Public Information Officer-Media Relations-16 Hours-January 2019

POST Principled Policing/Implicit Bias Executive Management Course-8 hours-May 2018

POST Certified Advanced Incident Command Systems (ICS) 400 for Complex Incidents-16 hours-February 2018

POST Intermediate Incident ICS 300 for Expanding Incidents 20 hours-January 2017

POST Certified Instructor Racial Profiling, 24 hours, September 2016

POST Supervisory Course, 40 hours, January 2015

Certificates

POST Management Certificate, June 2020

POST Advanced POST Certificate, March 2016

POST Intermediate Certificate, June 2012

POST Supervisory Certificate, March 2016

POST Basic Certificate, March 2009

Sherman Block Supervisory Leadership Institute Certificate of Completion, January 2018

Emergency Management Certification

California Specialized Training Institute (CSTI) CalOES G661 Management (Emergency Operations Center)-March 2019

CalOES/CSTI-G205 Disaster Recovery- November 2018

CalOES CSTI Essential Emergency Management Concepts Course (including G626)-32 Hours-January 2018

CalOES/CSTI G611 Operations (Emergency Operation Center)-January 2018

CalOES CSTI G318 Mitigation Planning -16 hours-January 2018

CalOES/CSTI Emergency Management Instructor Enhancement Certificate, May 2017

CalOES/ CSTI G191/G775/ICS/SEMS/NIMS Instructor-16 hours-April 2017

FEMA IS368-Access and Functional Needs in Disaster Operations-March 2019

FEMA IS29-Public Information Officer Awareness-March 2019

FEMA Fundamentals Emergency Management IS230d-April 2018

Additional Professional Experience

Vice President U.S. Business Development and Governmental Relations, Laidlaw Transit, Inc., 2003-2007

Responsibilities included retention of existing operations (\$300M), acquiring new business, and participating as a member of the Senior Executive Management Team reporting to the Division President.

Area Vice President Laidlaw Transit, Inc., 1999-2003

Responsible for overall oversight of \$200M in operations in the Western U.S. and over 5,000 employees. This included the development of the budget for over 100 local offices in 6 regions and presentation of this budget to the President of the Company and the Board of Directors for approval.

Area General Manager, Laidlaw Transit Inc./Executive VP Medi-Ride Inc. 1993-1999

Responsible for overall oversight of Laidlaw Southern California paratransit operations and Medi-Ride including 1,000 employees and over 25 offices including budget development, policy adherence and customer satisfaction.

Senior Vice President Medi Ride Inc., 1980-1993

I began my transportation career as a driver in 1980 with Medi Ride, Inc., later purchased by Laidlaw Transit in 1993.

I promoted up at Medi Ride through various positions including Dispatcher, Operations Manager, and Business Development Manager eventually promoting to Senior Vice President. Responsible for all company operations, including budget development and adherence as well as oversight of 18 offices with \$20M in operations and nearly 500 employees.

Education

Master of Arts Degree, Organizational Leadership, California Coast University
Bachelor of Science Degree, Union Institute and University, Criminal Justice Management
Administration of Justice Certificate of Achievement from LA Valley College
Executive Management Certificate, UCLA Anderson School of Business Executive Management Program
UCLA Financial Management Analysis Certificate, UCLA Anderson School of Business
Graduate, El Camino High School, Los Angeles, California

Honors/Awards

2007 San Fernando Police Department Reserve Officer of the Year and Special Chief Recognition Award 2009 San Fernando Police Department Officer of the Year Award Pantaleoni Founder and Top Gun Award, Rio Hondo Police Academy Recipient, Nelle Reagan Award for Philanthropy/Volunteerism, Olive View Medical Center

Leadership/Community Service

California Peace Officers Association, Legislative Committee, (2019-present)
Secretary, Law Enforcement Torch Run Council, Special Olympics Southern California (2018- present)
Chairperson, Area C Disaster Management Governing Board, (2019-present)
Secretary, San Fernando Police Officers Association (2016-2019) and Past President (2011-2015)
Board member, Independent Living Center of Southern California
Past Member LA City Children, Youth and Families Commission
Past, Vice Chair LA County Workforce Investment Board

References available upon request

Jorge E. Cervantes 910 First Street San Fernando, California, 91340 (818) 898-1263 jcervantes@sfcity.org

Objective

To assist City of San Fernando personnel with the development and participation of a Mental Wellness Program.

Employment History

2023-Present- Detective

- Responsible for Parole/Probation Compliance.
- Gang related investigations.
- Gang Registrant Compliance.
- Arson investigations, including arson registrant compliance.
- Narcotics registrants.
- 290 PC (Sex Registrant) Compliance.
- Youth Diversion Program.
- State of California Alcoholic Beverage Control (ABC) Grant, Education & Enforcement.
- Department of Justice (DOJ) Tobacco Grant, Education & Enforcement.
- Community Academy.
- Neighborhood Watch, Business Watch, and Chat with the Chief programs.
- Special Projects as needed.
- Homeless Outreach Program.

2022-2023- Acting Sergeant

- First-line supervisor.
- Planned, assigned, reviewed, and evaluated the work of police officers.
- Coordinated section activities.
- Participated in police planning of police operations.
- Performed related work as required.

2021-2022- Field Training Officer (FTO)

- Trained newly hired probationary police officers (trainees).
- Prepared daily and end of phase observation reports for the trainees.
- Assisted the team Sergeant with daily Watch Commander duties.
- Protect life and property.

- Respond to crimes in progress and assist the public with excellent service.
- Handle misdemeanor and felony investigations, (i.e. Rapes, Fatal traffic collisions, traffic collisions, and DUI related investigations).
- Booking inmates and assisting in the Communications division.
- Well versed with interacting in a positive manner with members of the community.

2015-2021- Police Detective

San Fernando Police Department, San Fernando, CA

- Currently assigned as the department's Robbery/Homicide Detective.
- Previously assigned as the Special Crimes Detective, investigated sexual crimes, crimes against children, and domestic violence cases.
- Prior to investigating Special Crimes cases, I was the Property Crimes Detective, responsible for property crimes, and DUI related cases, including the investigation of fatal traffic collisions.
- Protect life and property.
- Conduct criminal investigations, follow-up investigations.
- Examine crime scenes to obtain leads and evidence.
- Conduct interviews of crime victim's and suspects.
- Provide testimony as a witness in court.
- File criminal cases with the Los Angeles County District Attorney's Office.
- Apprehend misdemeanor and felony suspects.
- Prepare and execute search warrants.
- Request the issuance of arrest warrants.
- Assist people in the detective bureau lobby with the issuance of vehicle releases and repossession receipts.
- Currently assigned as the department's Alcoholic Beverage Control (ABC) Liaison Officer between the State of California and the San Fernando Police Department.

2007-2014- Police Officer

San Fernando Police Department, San Fernando, CA

- Assigned to the Support Services Division as a School Resource Officer for a period of four years.
- Protect life and property.
- Respond to crimes in progress and assist the public with excellent service.
- Handle misdemeanor and felony investigations, (i.e. Rapes, Fatal traffic collisions, traffic collisions, and DUI related investigations).
- Booking inmates and assisting in the Communications division.
- Well versed with interacting in a positive manner with members of the community.

Police Explorer Advisor.

2003-2007- Police Desk Officer, (formerly classified as Police Service Representative).

- Answered emergency and non-emergency telephone calls.
- Entered calls for service into our CAD system.
- Ensured the jail met the requirements of Title 15.
- Monitored and assisted with any Officer's request via police radio frequencies.
- Assisted walk in residents in the front lobby.
- Conducted a full criminal history on all inmates detained in our facility, (i.e. RAPS and CHRRS).

2001-2003- Community Service Officer, (note: began as a part-time employee and was promoted to full time status within a few months due to the quality of work I demonstrated).

- Handled parking enforcement calls for service.
- Assigned to sweeper and civic center detail.
- Assisted Officer's in the field by completing storage or vehicle impounds, (CHP 180's).
- Assisted in Communications, Records, Detectives, and Evidence divisions by performing a variety of tasks, (i.e. picking up and feeding prisoners, assisting with delivering police reports to Juvenile Hall and picking up equipment from the Los Angeles County crime lab.

2000-2001 - Police Cadet

- Entered traffic citations into the database.
- Entered pawn records into the system.
- Assisted residents at the front counter.
- Assigned to perform parking enforcement duties, (refer to Community Service Officer's duties).

1996-2000- Police Explorer

- Volunteered at the San Fernando Police Department as a Police Explorer, while attending Junior High School and High School.

Education

Los Angeles Mission College, Sylmar, California, 16 units College of the Canyons, Santa Clarita, California, 15 units Riverside Community College, Riverside, California, 5 units East Los Angeles Community College, East Los Angeles, 4.5 Rancho Santiago Community College, Santa Ana, California, 4 units Monterey Peninsula College, Monterey, California, 1 unit

Fourteen and a half units needed to earn an associate's degree (AA) in Administration of Justice. My goal is to continue my education and obtain a bachelor's degree (BA) in Criminal Justice Management.

Training

2023-

ICI Gang Investigations.

<u>2022-</u>

Internal Affairs/Discipline, Strategic Communications/Use of Force, Advanced Threat Assessments.

2021-

Field Training Officer Update, Mental Health Decision Making.

2020-

Crisis Intervention Behavior Health Training SB11, De-Escalation & Tactical Communication, AB 392 Use of Force training.

2019-

Tactical Communication, Firearms Training, First Aid/CPR/AED training.

2018-

Robert Presley Institute of Criminal Investigations (ICI) Robbery Course, (40 hours), presented by the South Bay Regional Public Safety Training.

2017-

Leadership & Accountability, (40 hours), presented by the Riverside County Sheriff's Department (RSD).

California Department of Alcoholic Beverage Control (24 hours), Sacramento, California.

2016-

Robert Presley Institute of Criminal Investigations (ICI) Homicide/Death Investigations Course, (80 hours), presented by the Los Angeles County Sheriff's Department (LASD).

Field Training Officer Course (40 hours), presented by the Orange County Sheriff's Department (OCSD).

2015-

Robert Presley Institute of Criminal Investigations Core Course, (80 hours), presented by the Los Angeles Police Department (LAPD).

2014-

California Department of Alcoholic Beverage Control (24 hours), San Diego, California.

<u>2013-</u>

California Department of Alcoholic Beverage Control (24 hours), Milpitas, California.

2012-

California Highway Patrol, (16 hours), DUI Detection-Standard Field Sobriety Tests (SFST's).

California Highway Patrol, (16 hours), Advanced Roadside Impaired Driver Enforcement (ARIDE).

<u>2011-</u>

School Resource Officer Course (40 hours), presented by the Chula Vista Police Department (CVPD).

2009-

P.A.S. calibration and certification training.

2007-

Successfully completed the mandated California Peace Officer's requirements at the Los Angeles County Sheriff's Academy from August 2007 to December of 2007, (note: graduated in the top ten percentile out of 88 recruits).

<u> 2005-</u>

Communications Training Officer (CTO) Core Course in Manhattan Beach, California, and was certified per P.O.S.T. to train new Police Dispatchers.

<u>2004-</u>

Orange County Sheriff's Department, Custody Officer Academy, successfully completed five weeks of training and was certified to conduct Jail duties.

2003-

Riverside County Sheriff's Department, Police Dispatcher Core Course, successfully completed four weeks of training and was certified to conduct Dispatcher duties.

<u>Awards</u>

11 Pillars Award, (Officer of the Year), for 2022.

Obtained the award of "Top Investigative Team" from the Robert Presley ICI Core Course in September, 2015.

Received the 10851VC Award for the successful recovery and apprehension of vehicle thieves for 2010.

Received the Traffic Safety Officer of the year award for a combined effort of being highly productive in issuing moving violation citations and DUI arrests in 2009.

Received the M.A.D.D. award for arresting over twenty five people for driving under the influence of alcohol (DUI) in 2009.

Received the Meritorious Unit Citation award in 2009 for being part of a patrol team that made over 100 arrests in a single deployment period.

Received the M.A.D.D. award for arresting forty six people for DUI in 2008.

Was named Police Officer of the quarter twice in 2008 and so far once in 2009.

Have received outstanding evaluations from my superiors, (i.e. met standards and exceeded standards).

BIOGRAPHICAL SKETCH

Provide the following information for the Senior/key personnel and other significant contributors. Follow this format for each person. **DO NOT EXCEED FIVE PAGES.**

NAME: Carlos Hernandez

eRA COMMONS USER NAME (credential, e.g., agency login): chernandez13

POSITION TITLE: Assistant to the City Manager

EDUCATION/TRAINING (Begin with baccalaureate or other initial professional education, such as nursing, include postdoctoral training and residency training if applicable. Add/delete rows as necessary.)

INSTITUTION AND LOCATION	DEGREE (if applicable)	Completion Date MM/YYYY	FIELD OF STUDY
California State University, Northridge	ВА	05/2011	Urban Studies and Planning
University of California, Los Angeles	MA	06/2014	Urban and Regional Planning

Bio

Carlos Hernandez is a civil servant with close to 10 years of experience in project management, program management, and has worked across California on many projects with diverse communities. His experience in municipal government and in consulting has provided him the ability to effectively coordinate complex projects in English and Spanish and he has a keen understanding of grant applications and their requirements. Mr. Hernandez applies organizational thinking to his work with the City of San Fernando as well as his various volunteer and board positions, most recently with the pedestrian advocacy organization, Los Angeles Walks.

Personal Statement

My role in the Community Partnership to Advance Science for Society grant is to manage and coordinate programming and events that focuses on promoting physically active lifestyles. This grant will develop comprehensive approach for improving health outcomes in San Fernando over a 10-year span by collaborating with local organizations and our research partners to promote events and programming. As a public servant who primarily focuses on active transportation like walking, bicycling, and taking public transit, my passion and professional experience is rooted in improving the built environment, and as such, health outcomes for San Fernando residents.

Positions, Scientific Appointments, and Honors

2021-2022	Commissioner, Transportation and Safety, City of San Fernando, CA.
2020-2023	Board Member, Los Angeles Walks, Los Angeles, CA.
2017-2019	Advisory Board Member, Vision Zero Network, Los Angeles, CA.
2016-2017	Board Member, Cycles of Change, Oakland, CA.

PROFESSIONAL EXPERIENCE:

February 2022 - Present Assistant to the City Manager, City of San Fernando

Carlos serves as a project manager and assists all departments in the City of San Fernando. His key responsibilities include developing and managing grant applications for all City departments, enhancing the City's community engagement efforts through policy, language access, media coordination, and a redesign of the City website and resident request system, and managing special projects including the City's Homelessness Action Plan, Safe and Active Streets program, and transit projects. His other key roles include developing partnerships with local organizations including local schools, non-profit organizations, and the local Fernandeño-Tataviam Tribe.

Mr. Hernandez' major accomplishments during his tenure include:

- Acquired a \$7.5 million grant to support the construction of the Pacoima Wash Bike Path and improve the Pacoima Wash Natural Park
- Acquired \$918k in grant funds for Mental Health Services
- Assist as fiduciary for a \$5 million grant for the San Fernando Valley Boys & Girls Club
- Coordinate the 2023 Open Streets event
- Host the Dr. Lucy Jones Disaster Preparedness seminar with the San Fernando Valley COG
- Serve as point person for Spanish language media including interviews
- Support deployment of a cooling center
- Manage the implementation of the City's new website
- Develop and coordinate plans like the City's Coyote Plan and the Homelessness Action Plan

March 2019 - December 2021 Senior Planner, Toole Design

currently work as a Senior Planner with Toole Design, a full-service transportation planning, engineering, and landscape architecture consulting firm focused on active transportation. At Toole Design, I manage various projects ranging from on-call design contracts to long range Active Transportation Plans and Systemic Safety Studies; supporting cities across California. As a project manager, I assemble teams of planners and engineers throughout our 18 offices in North America, and keep projects on schedule and under budget. Most recently, I have managed the City of San Fernando's Safe and Active Streets Implementation Plan, working to improve conditions for people walking and bicycling and improve public health through increased physical activity.

Carlos managed transportation planning and design projects throughout California that improve walking, bicycling, and transit. This included the development of proposals, scopes and budgets, and management of project staff throughout 18 offices in North America. He also supported city agencies in the development of grant applications for funding transportation plans and capital projects, and led community engagement practices including developing engagement plans, facilitating public meetings, and develop content for public information officers.

August 2017 - February 2019 Transportation Planning Associate II, Los Angeles Department of Transportation (LADOT)

Carlos worked with the City of Los Angeles' Vision Zero Division in the Department of Transportation, to develop safety projects for city streets with the highest rates of fatalities and severe injuries. I analyzed collision data to assess appropriate safety improvements, applied community engagement feedback to the design process, reviewed geometric and civil plans for reconstruction projects, and worked with the public information office to effectively communicate benefits to local stakeholders, city council offices, and local media outlets. I also led recruitment efforts and supervised student professional workers to assist on various projects. His responsibilities include:

- Developed pedestrian and bicycle safety projects, including concept design, project management, and interagency coordination for the city's priority street network.
- Coordinated engagement and outreach with the public relations division, neighborhood organizations, City Council offices, Metro, and the city's Bureau of Engineering for complete streets and street reconstruction projects.
- Managed two application-based programs that help transform local streets into car-free environments through People St and Play Streets.

November 2014 - July 2017 Transportation Planner, City of Oakland Department of Transportation

I have also worked as a Transportation Planner with the City of Oakland's Department of Transportation and was responsible for planning and implementing shared mobility programs such as bike share and car share. This included managing a program budget, developing a city-wide policy to support the programs, a permit approval process, and supervising two interns to support the expansion of shared mobility in Oakland. It also included successfully applying for and securing grant funding for sustaining these projects, including the Active Transportation Program and the Affordable Housing Sustainable Communities program. Aside from managing projects, I supported the creation of a new Department of Transportation, which emerged from the Public Works Department, by establishing the Mobility Management division which now oversees all aspects of shared mobility, transportation demand management, and curbside policy.

- Implemented and managed a 70-station bike share program for the City of Oakland, including the development of a city-wide policy to support the program, a permit approval process, contract language for the bike share vendor, and led the foundation for local and regional accessibility standards.
- Developed and evaluated requests for proposals for transportation projects including the city's Bicycle Master Plan Update, Car Share engagement

Vehicle/Van Purchase Questions:

Include in the Equipment Narrative your responses to the following questions and attach the rental/lease versus purchase analysis and three (3) price/rate quotes with your budget submission:

- 1. Justify the need for the vehicle rental/lease or purchase in relation to serving the population of focus within the geographic catchment area consistent with the required activities in your current program narrative. Be sure to address the following:
- a) How many clients do you anticipate transporting each trip?

We anticipate transporting up to 2 clients per trip.

b) How often do you anticipate transporting clients (e.g., number of times each week)?

We anticipate transporting clients 1-2 times per week.

c) If requesting to rent/lease or purchase more than one vehicle, explain why more than one vehicle is necessary.

Only one vehicle is required and requested for this project.

d) Who will drive the vehicle?

The vehicle will be driven by city staff and sub-contractors directly involved in the project.

e) What is your budget for the driver's salary and fringe benefits in subsequent budget periods?

The budget for the driver's salary is included as part of the overall scope of services to support the mental health clinicians project. No additional drivers will be hired.

1. Does your organization have other SAMHSA grant awards where the rental/lease or purchase of vehicle was approved? If so, have you considered using the vehicle under other SAMHSA grant(s) or transferring the vehicle to the current grant?

Our organization does not have other SAMHSA grant awards where retal/purchase of a vehicle was approved.

2. Is your organization able to purchase the vehicle using its own funds or finance it? This allows the value of the vehicle to be depreciated over its useful life budgeted using grant funds.

No, our organization does not have the budget to allow for the purchase or lease of a vehicle for this project.

3. Can the vehicle be purchased using other sources of funds (other federal or non-federal funds, e.g., program income, foundation funds, etc.)?

No, this program is not intended to generate income. The City does not currently have other grant sources to cover the vehicle cost.

4. Has your organization considered a used vehicle?

Yes, our organization would consider a used vehicle for this project.

- 5. Has your organization considered the following alternative transportation options for clients?
 - a) other vehicles in the organization that may be used considering that you may request reimbursement for POV mileage?

No, other City vehicles are currently occupied for ongoing operations and maintenance of City services.

b) The use of ride sharing service(s)?

No, ride sharing services would not be ideal for this project requiring the transport of residents experiencing mental health crises.

c) The use of public transportation?

No, public transportation would not be ideal for this project requiring the transport of residents experiencing mental health crises.

6. Submit a rental/lease versus purchase analysis so SAMHSA can determine the most economical and practical procurement for the vehicle. Include price or rate quotes for both rental/lease and purchase options from three (3) qualified sources/vendors

The City recently went through a procurement process to acquire 10 vehicles. Considering the number of vehicles obtained, the costs to lease are lower than to purchase on a yearly basis (monthly payments are lower than a lump sum purchase). However, it is typically in the best interest of the City to purchase vehicles if done so individually. Rates for the purchase of a care vehicle are included in the attachment below. The vehicle in consideration is a 2023 Ford Escape.

(45 CFR §75.327d).

For more information on vehicle leases, refer to the GSA guidance:

https://www.gsa.gov/buying-selling/products-services/transportation-logistics-services/fleet-management/vehicle-leasing

Vehicle lease or purchase should be prioritized for American made vehicles.

7. Will other programs/activities in the organization use the vehicle or will it be dedicated to the SAMHSA grant project only? If other programs/activities will use the vehicle, address the following:

The vehicle shall only be used for this SAMHSA grant project.

a. Describe the basis for determining SAMHSA's fair share of the vehicle lease/rental or purchase cost.

n/a

b. Provide the breakdown of the vehicle lease/rental or purchase cost showing both the organization and SAMHSA's fair share?

n/a

8. Will non-grant funds be used for maintenance/repairs, insurance, and fuel? If not, why?

Yes, other funds shall be used for the ongoing maintenance, fuel, and insurance costs.

December 4, 2023 Regular CC Mtg

ATTACHMENT "A"

ESTIMATED OPEN-ENDED (EQUITY) LEASE RATES - CITY OF SAN FERNANDO

YEAR, MAKE, & MODEL	QTY	FACTORY ORDER LEAD TIME	Est. Vehicle Cost (with aftermarket eqyuipment if applicable)	TERM (months)	ESTIMATED ANNUAL MILEAGE	DOWN PAYMENT W/TAX	EST. MONTHLY PAYMENT W/TAX	ANNUAL LEASE PAYMENT x QTY W/TAX	OPTIONAL FULL MAINTENANCE PROGRAM OPTIONAL ²	EST. PHYSICAL DAMAGE PROGRAM OPTIONAL ³	ESTIMATED RESALE VALUE AT TERM ⁵	REDUCED BOOK VALUE AT TERM ⁶	EST. EQUITY AT TERM ⁷	EST. Sales Tax ReCapture	EFFECTIVE MONTHLY PAYMENT ADJ. WITH EQUITY 8
Est. 2023 F250 XL Regular Cab 4x2 8ft Service Body, Rack	6	2022 Order Banks are Closed, 2023 Order Banks Open in October. Est. Delivery Q2 2023	\$53,113.28	48	5,000	\$7,815.23	\$945.03	\$68,042.16	\$0.00	\$0	\$25,500.00	\$16,371.40	\$8,728.60	\$894.68	\$744.54
Est. 2023 F150 XL Regular Cab 8ft Bed with Tommy Liftgate	1	2022 Order Banks are Closed, 2023 Order Banks Open in July. Est. Delivery Q1 2023	\$35,347.33	36	5,000	\$1,623.52	\$710.68	\$8,528.16	\$0.00	\$0	\$22,500.00	\$17,660.79	\$4,439.21	\$455.02	\$574.73
Est. 2023 Ranger Super Cab XL 6ft Bed	2	2022 Order Banks are Closed, 2023 Order Banks Open in July. Est. Delivery Q1 2023	\$28,270.00	12	5,000	\$0.00	\$619.47	\$14,867.28	\$0.00	\$0	\$26,000.00	\$24,096.72	\$1,503.28	\$154.09	\$481.36
Est. 2023 Escape Hybrid SE	1	2022 Order Banks are Closed, 2023 Order Banks Open in September. Est. Delivery Q2 2023	\$31,265.00	12	5,000	\$0.00	\$734.54	\$8,814.48	\$0.00	\$0	\$27,500.00	\$26,035.00	\$1,065.00	\$109.16	\$636.69
NOTES	10				•	•	•	\$100,252.08			•		•		

NOTES:

*All leases are Open-Ended Equity Municipal Leases. Service Charge of \$400 per unit is due at lease termination (netted out of the proceeds on the sale of vehicle). <u>Detailed Vehicle Specs will be reviewed and finalized and the City can add additional aftermarket equipment if necessary (Truck Bodies, Ladder Racks, Van Shelving, Lightbars, etc.)</u>

**DOWN PAYMENT ON AFTERMARKET EQUIPMENT IF APPLICABLE: Aftermarket equipment, such as light bars, truck bodies, ladder racks, etc can be added into the lease/loan. If the cost of the equipment is over \$5,000 a 25% Down Payment on that equipment is duet at delivery. If the cost is over \$10,000 a 50% down payment on that equipment is due at delivery. Sales Tax is charged on the Down Payment and included in the numbers above.

- 1. Monthly Payment includes Depreciation, Interest, Management Fee, and \$125 Delivery Fee which includes moving to AME vendors
- 2. Optional Full Maintenance Program is a fixed and guaranteed monthly cost, which includes all preventative, unscheduled, and uncommon repairs (oil changes, engines, transmissions, alternators, etc.) and 24-hour Roadside Assistance with Towing. Brakes & Tires are NOT
- Optional Physical Damage Program include Comprehensive and Collision Coverage. Deductibles are \$1,000/\$1,000.
- 5. Estimated Market/Resale Value is a conservative commercial wholesale value. This value is based on estimates from Enterprise's Remarketing Dept and third party Automotive Leasing Guide.
- 6. Reduced Book Value is the amount that is left on the books at lease term. At this point, the customer has three options: 1) replace existing vehicle with new vehicle, 2) pay RBV plus tax and own the vehicle, and 3) continue making payments and extend the lease; eventually paying off the vehicle and taking ownership.
- 7. Estimated Equity is Estimated Resale Value minus Reduced Book Value. The Customer can choose to roll that equity as the down payment on the new vehicle, or Enterprise can cut a check back to the Customer.
- 8. Monthly Payment Adjusted with Equity is the estimated equity at term calculated back into the payment divided by the term to show the true cost of each vehicle after resale.

City of San Fernando Mental Health Clinicians Project

Proposed Timeline

		09/30/2023 - 09/29/2024										
Key Activity and Lead Staff	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Project Kickoff												
Procure consultants (PD, PC)	X	X										
Kick off Meeting (PD)		X										
Monthly PM Team Meetings (PD, PC)			X	X	X	X	X	X	X	X	X	X
Implementation												
Develop program with Police Department (CS)			X	X	X	X	X	X	X	X	X	X
Client Management and Call Center (CS)				X	X	X	X	X	X	X	X	X
Staff Trainings (CS)				X		X		X		X		
Homeless Outreach (CS)			X	X	X	X	X	X	X	X	X	X
Citywide Mental Health Campaign (CS)			X	X	X	X	X	X	X	X	X	X
Evaluation and Reports												
Develop data collection plan (CS, PC)		X	X									
Collect project data (CS)				X	X	X	X	X	X	X	X	
Produce results report (CS)											X	X
Care Vehicle												
Procure vehicle (PD)	X	X	X									
Use of vehicle for response services (PD, CS)			X	X	X	X	X	X	X	X	X	X
Project Closeout												
Reporting and Invoicing (PD, PC)			X			X			X			X

PD = Project Director

PC = Project Coordinator

CS = Consultant / Subconsultant



Department of Health and Human Services

Substance Abuse and Mental Health Services Administration Center for Flex Grants

Notice of Award FAIN# H79FG001089 Federal Award Date 09/08/2023

Recipient Information

1. Recipient Name

CITY OF SAN FERNANDO 117 N MACNEIL ST SAN FERNANDO, CA 91340

- 2. Congressional District of Recipient 29
- 3. Payment System Identifier (ID) 1956000779A2
- 4. Employer Identification Number (EIN) 956000779
- 5. Data Universal Numbering System (DUNS) 868471335
- 6. Recipient's Unique Entity Identifier XARQWS6VM2N3
- 7. Project Director or Principal Investigator
 Irwin Rosenberg

irosenberg@sfcity.org 818-898-1258

8. Authorized Official

Nick Kimball nkimball@sfcity.org 818-898-1203

Federal Agency Information

9. Awarding Agency Contact Information

Andrew Payne Grants Specialist Andrew.Payne@samhsa.hhs.gov (240) 276-1238

10. Program Official Contact Information

Christopher McKinney Program Official christopher.mckinney@samhsa.hhs.gov 240.276.2095

Federal Award Information

11. Award Number

1H79FG001089-01

12. Unique Federal Award Identification Number (FAIN)

H79FG001089

13. Statutory Authority

Consolidated Appropriation Act, 2023 [P.L. 117-328]

14. Federal Award Project Title

San Fernando Mental Health Clinicians

15. Assistance Listing Number

93.493

16. Assistance Listing Program Title

Community Funded Projects

17. Award Action Type

New Competing

18. Is the Award R&D?

No

Summary Federal Award Financial Information	
19. Budget Period Start Date 09/30/2023 – End Date 09/29/2024	
20. Total Amount of Federal Funds Obligated by this Action	\$757,583
20a. Direct Cost Amount	\$757,583
20b. Indirect Cost Amount	\$0
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	\$757,583
24. Total Approved Cost Sharing or Matching, where applicable	\$0
25. Total Federal and Non-Federal Approved this Budget Period	\$757,583
26. Project Period Start Date 09/30/2023 – End Date 09/29/2024	
27. Total Amount of the Federal Award including Approved Cost	\$757,583
Sharing or Matching this Project Period	

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

Lesley Schrier

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.

Notice of Award

Issue Date: 09/08/2023



Congressional Directed Spending Projects
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Flex Grants

Award Number: 1H79FG001089-01
FAIN: H79FG001089
Program Director: Irwin Rosenberg

Project Title: San Fernando Mental Health Clinicians

Organization Name: CITY OF SAN FERNANDO

Authorized Official: Nick Kimball

Authorized Official e-mail address: nkimball@sfcity.org

Budget Period: 09/30/2023 – 09/29/2024 **Project Period:** 09/30/2023 – 09/29/2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$757,583 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CITY OF SAN FERNANDO in support of the above referenced project. This award is pursuant to the authority of Consolidated Appropriation Act, 2023 [P.L. 117-328] and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours, Lesley Schrier Grants Management Officer Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79FG001089-01						
Award Calculation (U.S. Dollars)						
Personnel(non-research)	\$86,178					
Fringe Benefits	\$17,000					
Equipment	\$37,505					
Supplies	\$15,000					
Contractual	\$598,150					
Other	\$3,750					
Direct Cost	\$757,583					
Approved Budget	\$757,583					
Federal Share	\$757,583					
Cumulative Prior Awards for this Budget Period	\$0					
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$757,583					

SUMMARY TOTALS FOR ALL YEARS								
YR	YR AMOUNT							
1	1 \$757,583							

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

 CFDA Number:
 93.493

 EIN:
 1956000779A2

 Document Number:
 23FG01089E

 Fiscal Year:
 2023

 IC
 CAN
 Amount

 FG
 C96CF01
 \$757,583

<u>IC</u>	CAN	2023
<u>FG</u>	<u>C96CF01</u>	<u>\$757,583</u>

FG Administrative Data:

PCC: CDS-SM23 / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79FG001089-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79FG001089-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV - FG SPECIAL TERMS AND CONDITIONS - 1H79FG001089-01

REMARKS

CDS Remark

USE OF SAMHSA FUNDS:

SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity <u>FY2023 Congressional Directive Spending Projects Notice of Funding Announcement FG-23-099</u> has been selected for funding. Services and activities are to commence on <u>September 30, 2023.</u>

1a) This award reflects approval of the revised budget submitted <u>July 13, 2023</u>, by your organization. This award also reflects acceptance of the responses received in eRA two-way correspondence on <u>July 13, 2023</u>.

Additional Remark:

The Following Costs are Unallowable and Have Been Moved to the "Other" Budget Category

These funds may instead be used for other reasonable, necessary, and allowable grant activities/costs to achieve the goals and objectives of the program per the FOA. Other sources of funds may be used for unallowable costs. For examples of unallowable costs, refer to the FOA Appendix I – Standard Funding Restrictions, pages 54 to 55, and 45 CFR § Part 75 – General Provisions for Selected Items of Cost.

Item 1 – Field Kits (\$3,750) - any costs associated with food, water, and giveaways for clients are un-allowable costs. These funds can be re-allocated towards other allowable and reasonable grant related activities.

- **2.** Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget and project period reflected on this Notice of Award.
- 3. All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to https://www.samhsa.gov/grants/grants-training-materials under heading Grant Management Reference Materials for Grantees.
- 4. All Post-Award Amendments must be submitted in eRA Commons for prior approval. Please refer to the SAMHSA website for specific SAMHSA guidance on how to submit a post-award amendment in eRA Commons: https://www.samhsa.gov/grants/grants-management/post-award-amendments Prior approval is required for, but is not limited to: a change in key personnel and level of effort, a budget revision, a change in scope, and a no cost extension. Reference the full prior approval term on the SAMHSA website under Standard Terms and Conditions at: https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions. Technical questions regarding the submission of a post-award amendment in eRA Commons should be directed to the eRA Service Desk: http://grants.nih.gov/support/

5. Register Program Director/Project Director (PD) in eRA Commons:

If you have not already done so, you must register the PD in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

6. Key Personnel Key personnel (or key personnel positions, if staff has not been selected) are listed below:

Irwin Rosenburg, Project Director @ 10% level of effort

If the Project Director identified on the NoA is incorrect, submit a post award amendment for a change in key personnel via eRA Commons.

Organizations receiving Federal Funds may not exceed 100% level of effort for any program staff member (Key Personnel or otherwise) across all federally funded sources. Any changes to key personnel including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project requires prior approval and must be submitted as a post-award amendment in eRA Commons.

Note: If an organization is awarded a grant and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization s own risk. If SAMHSA s review of the Key Personnel request results in the proposed individual not being approved or deemed not qualified for the position, the expectation is that the organization must submit a qualified candidate to be placed in the Key Personnel position. SAMHSA will not be liable for any costs incurred or pay for salaries of a Key Personnel that is not approved or deemed not qualified on this grant program.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: https://www.samhsa.gov/grants/grants-management/post-award-changes. Any technical questions regarding the submission process should be directed to the eRA Service Desk: http://grants.nih.gov/support/.

CDS Project Remarks

- 1. Allowable, allocable, reasonable, and necessary costs Award recipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, and necessary for the performance of the Federal award, adequately documented, and consistently applied regardless of the source of funds according to reasonable costs consideration per 2 CFR 200.404 and the factors affecting allowability of costs per 2 CFR 200.403.
- 2. Non-supplant Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-

federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

- Client Assistance -Client Assistance costs should be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.
- 4. <u>Meals (food not allowable)</u> are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the NOFO.
- 5. <u>Entertainment</u> (45 CFR §75.438) Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.
- 6. <u>Promotional Materials</u> (45 CFR §75.421(e)(3)) Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
- 7. <u>Stipends</u> or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.
- 8. <u>Indirect Charges</u> Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both.
- 9. Award Payments Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). First time PMS users must obtain access to view available funds, request funds, or submit reports. Users will need to request permission and be approved by PSC. Inquiries regarding payments should be directed to PMS by emailing the helpdesk at PMSSupport@psc.hhs.gov or call 1-877-614-553. You should also visit the PSC website for more information about their services https://pms.psc.gov/
- 10. Special Terms & Conditions of Award There may be special terms and conditions associated with your grant award. Recipients must address all special terms and conditions by the reflected due date. See the Special Terms of Award and Special Conditions of Award sections below for the specific terms and conditions associated with your grant award. A recipient's failure to comply with the terms and conditions of award, may cause SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies

SPECIAL TERMS

CDS Risk Assessment

The Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management System account, until the concerns are addressed.

CDS Funding Limitations and Restrictions

Award recipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations. The Cost Principles that delineate the allowable and unallowable expenditures for HHS recipients are described in the Code of Federal Regulations. Funding Limitations and Restrictions are listed in the Notice of Funding Opportunity and in the SAMHSA grantee guidelines on Financial Management Requirements.

CDS Flow Down of Requirements to Subrecipients

The recipient, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 45 CFR § 75.351 – 75.352, Subrecipient Monitoring and Management.

CDS Conflicts of Interest Policy

Consistent with 45 CFR § 75.112, recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- o address conditions under which outside activities, relationships, or financial interest are proper or improper;
- provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- o specify the nature of penalties that may be imposed for violations.

STANDARD TERMS AND CONDITIONS

CDS Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at:

https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-

conditions.

Standards for Financial Management

Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. "Commingling funds" typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

Reasonable Costs for consideration

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Consistent Treatment of Costs

Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. *Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.).* If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA s understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, *Audit Requirements*.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

eRA Support

 For technical support, contact <u>eRA Service Desk</u> at 866-504-9552 (Press 6 for SAMHSA Grantees). <u>Training & Resources</u> - Visit the following pages on our website, https://www.samhsa.gov, for more information on implementation, monitoring and reporting on your new grant award:

- o Grants Management
- o Training & Resources for recipients
- o eRA Commons

CDS Closeout Requirements - Discretionary Grants

Recipients must complete all actions required for closeout to include:

- Liquidate all obligations incurred under the award. All payment requests must be submitted before the end of the (120) days post-award reconciliation/liquidation period.
- Reconcile financial expenditures to the reported total disbursements and charges in PMS.
- Return any funds due to PMS as a result of refunds, corrections, or audits. Refer the following link for additional guidance https://pms.psc.gov/grant-recipients/returning-funds-interest.html

Recipients must close the award in accordance with 2 CFR 200.344 Closeout and the terms and conditions listed in the grant notice of award. Recipients must liquidate all obligations incurred under an award not later than one hundred twenty (120) days after the end of awards obligation and project period. After one hundred twenty (120) days, PMS account is automatically - locked. SAMHSA does not approve payment requests after one hundred twenty (120) days post-award reconciliation/liquidation period. Therefore, recipients are expected to complete all expenditure requests within the approved project period and the aforementioned 120-day post-award reconciliation/liquidation period. Recipients late withdrawal requests occurring after the aforementioned periods will be denied. Final reports are due to SAMHSA no later than 120 days after the end of the project period. Final reports include:

- Submit via PMS the Final Federal Financial Report (Final FFR, SF-425) (PDF | 1.2 MB).
- Submit in eRA Commons the Final Progress Report (FPR) or other reports required by the terms and conditions of the award.
- Submit in eRA Commons a Tangible Personal Property Report (TPPR SF-428, SF428B & if needed additional forms from SF428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.

Failure to complete the closeout actions in 120 days after the project period end may result in a unilateral closeout of the grant by SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per 2 CFR 200.339. Refer to the following SAMHSA for Closeout Standard Terms and Conditions https://www.samhsa.gov/grants/grants-management/notice-

 $\frac{award\text{-}noa/standard\text{-}terms\text{-}conditions}{at \ \underline{https://www.samhsa.gov/grants/grants\text{-}management/grant\text{-}closeout}}.$

Staff Contacts:

Christopher McKinney, Program Official

Phone: 240.276.2095 **Email**: christopher.mckinney@samhsa.hhs.gov

Andrew Payne, Grants Specialist

Phone: (240) 276-1238 Email: Andrew.Payne@samhsa.hhs.gov Fax: (240) 276-1430

RESOLUTION NO. 8279

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 ADOPTED ON JUNE 20, 2023, REGARDING ALLOCATION OF FUNDS FOR DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION GRANT

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

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

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk's Office, was adopted on June 20, 2023.

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

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

ALLOCATION OF FUNDS FOR DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION GRANT

Increase in Revenues	<u>\$757,583</u>
Account No. 110-3696-0568	
	4757 500
Increase in Expenditures	<u>\$757,583</u>
Account No. 110-225-0568-4101	86,178
Account No. 110-225-0568-41XX	17,000
Account No. 110-225-0568-4310	37,505
Account No. 110-225-0568-4300	18,750
Account No. 110-225-0568-4260	598,150

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 4^{th} day of December, 2023.

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

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8279 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 4th day of December, 2023, by the following vote of the City Council:

	AYES:	
	NAYS:	
	ABSENT:	
	ABSTAINED:	
City of	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official se of San Fernando, California, this day of December, 2023.	al of the
	Julia Fritz, City Clerk	

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Erika Ramirez, Director of Community Development

Kenya Marquez, Housing Coordinator

Date: December 4, 2023

Subject: Consideration to Accept Measure H Funds from Los Angeles County for Homeless

Services and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept Los Angeles County Measure H Funds in the amount of \$26,483 (Attachment "A" Contract No. 2121);
- b. Adopt Resolution No. 8278 (Attachment "B") to increase the Operating Grants revenues and expenditures by \$26,483 for Fiscal Year (FY) 2023-2024; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

- 1. In March 2017, LA County voters approved Measure H, a 10-year quarter-cent County sales tax increase to fund homeless services, rental subsidies, and housing.
- 2. On January 30, 2021, the City secured its first Measure H allocation by entering into an Agreement (Contract No. 2061) with the Los Angeles County to develop a Homelessness Action Plan. The Agreement awarded the City \$21,247 to coordinate and engage community partnerships to develop a comprehensive plan for preventing and combating homelessness.
- 3. On February 16, 2021, the City Council established a Homelessness Ad Hoc Committee (Councilmembers Montañez and Rodriguez) to work with staff to develop policy recommendations in addressing homelessness in San Fernando, including but not limited to, the review of consultants that would prepare a Homelessness Action Plan.

COMMUNITY DEVELOPMENT DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1227 WWW.SFCITY.ORG

Consideration to Accept Measure H Funds from Los Angeles County for Homeless Services and Adopt a Resolution Appropriating the Funds

Page 2 of 4

- 4. On July 13, 2021 the Los Angeles County Board of Supervisors (Board) approved the County Fiscal Year 2021-22 Homeless Initiative funding recommendations by the County Chief Executive Office and delegated authority to the Chief Executive Officer, or her designee, to prepare, execute, and amend agreements with Councils of Governments (COGs) and cities with the authority to increase contract sums up to ten percent subject to sufficient Measure H funding and review and approval as to form by County Counsel.
- 5. On September 6, 2022, the City Council adopted Resolution No. 8164 approving the City of San Fernando Homelessness Action Plan, a comprehensive strategy to address homelessness over the next five years.
- 6. On October 19, 2022, the City entered into a funding agreement with Los Angeles County for Homeless Services (Contract No. AO-22-617) in the amount of \$26,483.

ANALYSIS:

A homeless action plan serves as a comprehensive strategy to understand, address, and diminish homelessness within a specific city or region. It encompasses various crucial elements: assessment of homelessness, causes and demographics, coordination of resources from multiple sectors, setting clear goals and policies, implementing preventative measures, engaging the community, and emphasizing continual monitoring and evaluation. Homeless action plans provide a blueprint to offer targeted services, support, and housing options while fostering dignity and respect for individuals experiencing homelessness, ultimately working toward sustainable solutions and reducing homelessness within the city.

The San Fernando's Homelessness Action Plan (Plan), adopted on September 6, 2022, serves as a 5-year comprehensive strategy to address the needs of City residents experiencing or at-risk of homelessness. The plan focuses on three guiding priorities, supported by strategies aimed at addressing three key goals in San Fernando (further information may be found in Attachment "A"). The priorities and goals are as follows:

	Priority	Goal
1.	Develop City's Capacity to Better Prevent and End Homelessness	Establish a Homelessness Response Center led by identified departmental lead and supported by established homelessness- dedicated staff positions.
2.	Address the Service Needs of People Experiencing Unsheltered Homelessness	Strive to eliminate unsheltered homelessness in San Fernando.

Consideration to Accept Measure H Funds from Los Angeles County for Homeless Services and Adopt a Resolution Appropriating the Funds

Page 3 of 4

Priority	Goal
3. Focus on Root Causes to Prevent Homelessness	Seek to increase the number of individuals diverted from the homelessness response system by leveraging strategic partnerships with upstream services and building in mechanisms to measure success.

Since the adoption of the Homelessness Action Plan in 2022, significant progress has been made in achieving Priorities 1 and 2. Several key efforts have been undertaken to address homelessness in our community. These include the creation, funding, and hiring of a Housing Coordinator position, responsible for overseeing and leading homelessness services, as well as refining and developing necessary procedures. Additionally, the City has entered into a contract with North Valley Caring Services to provide street outreach services to individuals experiencing homelessness. As the Housing Division has continued to grow, staff has actively sought various funding opportunities to implement the priorities and goals outlined in the Homelessness Action Plan. One of these funding sources is the Los Angeles County Measure H funds.

The purpose of Los Angeles County Measure H funds is to support programs that align with the County's Homeless Initiative Action Plan to Prevent and Combat Homelessness. The County's Homeless Initiative Action Plan to Prevent and Combat Homelessness outlines guiding strategies including:

- A. Prevent Homelessness
- B. Subsidize Housing
- C. Increase Income
- D. Provide Case Management and Services
- E. Create a Coordinated System
- F. Increase Affordable/Homeless Housing

A key part of Measure H is the Innovation Fund, a subset fund allocated for Council of Governments and Cities to support initiatives in line with the County's strategies. These strategies serve as the foundation for cities receiving funding from the Innovation Fund. The grant agreement between the County and the City is to support the implementation of the City's Homelessness Action Plan as it aligns with the County's Strategies to Combat Homelessness. Specifically the funded activities are as described below:

Item	Budget
Housing Coordinator	\$26,483
TOTAL BUDGET:	\$26,483

Consideration to Accept Measure H Funds from Los Angeles County for Homeless Services and Adopt a Resolution Appropriating the Funds

Page 4 of 4

In order to operationalize the Homelessness Action Plan, the City identified a need to create a Housing Coordinator position to coordinate the City's overall homeless-related efforts. The Housing Coordinator is responsible for planning, developing, coordinating, and implementing the City's housing and homeless related services and program; assisting the public with affordable housing development, financing, housing assistance programs, landlord/tenant services, and other related programs and services. The Housing Coordinator leads the City's effort in achieving the Priorities and Strategies outlined in the Homelessness Action Plan.

Funding from the Los Angeles County Innovation Fund helps to offset the costs associated with the Housing Coordinator position. With the appropriation of these funds to support the Housing Coordinator position, the City is poised to achieve the strategic objectives outlined in the 5-year Homelessness Action Plan.

BUDGET IMPACT:

Adoption of Resolution No. 8278 increases the Operating Grants revenues (110-3601-0522) and expenditures (110-155-0522-41XX) by \$26,483 for FY 2023-2024 and provides additional funds to offset the costs associated with the Housing Coordinator.

CONCLUSION:

It is recommended that the City Council accept the Los Angeles Measure H funds, adopt Resolution No. 8278 increasing the Operating Grants revenues and expenditures by \$26,483 for FY 2023-2024, and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENTS:

- A. Funding Agreement Between County of Los Angeles and the City for Homeless Services Contract No. 2121
- B. Resolution No. 8278



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF SAN FERNANDO

FOR

HOMELESS SERVICES

CONTRACT NUMBER: AO-22-617

PARA	GRAP	PH TITLE	PAGE
RECI			
1		ICABLE DOCUMENTS	
2	DEFI	NITIONS	
	2.1	Standard Definitions	
3		K	
4	TERM	// OF CONTRACT	4
5	CONT	FRACT SUM	
	5.1	Total Contract Sum	
	5.2	Written Approval for Reimbursement	
	5.3	Notification of 75% of Total Contract Sum	4
	5.4	No Payment for Services Provided Following Expiration-Termination of Contract	5
	5.5	Invoices and Payments	5
	5.6	Default Method of Payment: Direct Deposit or Electronic Funds Trans	fer7
6	ADMI	NISTRATION OF CONTRACT- COUNTY	7
	6.1	County Administration	7
	6.2	County's Project Director	7
	6.3	County's Project Manager	7
	6.4	County's Contract Project Monitor	8
7	ADMI	NISTRATION OF CONTRACT-CONTRACTOR	8
	7.1	Contractor Administration	8
	7.2	Contractor's Project Manager	8
	7.3	Approval of Contractor's Staff	8
	7.4	Contractor's Staff Identification	8
	7.5	Background and Security Investigations	9
	7.6	Confidentiality	9
8	STAN	IDARD TERMS AND CONDITIONS	10
	8.1	Amendments	10
	8.2	Assignment and Delegation/Mergers or Acquisitions	11
	8.3	Authorization Warranty	12
	8.4	Budget Reductions	12
	8.5	Complaints	12

PARAGRAPH	I TITLE I	PAGE
8.6	Compliance with Applicable Law	13
8.7	Compliance with Civil Rights Laws	14
8.8	Compliance with the County's Jury Service Program	15
8.9	Conflict of Interest	16
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re- Employment List	
8.11	Consideration of Hiring GAIN-GROW Participants	16
8.12	Contractor Responsibility and Debarment	16
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	20
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	20
8.15	County's Quality Assurance Plan	21
8.16	Damage to County Facilities, Buildings or Grounds	21
8.17	Employment Eligibility Verification	21
8.18	Counterparts and Electronic Signatures and Representations	22
8.19	Fair Labor Standards	22
8.20	Force Majeure	23
8.21	Governing Law, Jurisdiction, and Venue	23
8.22	Independent Contractor Status	23
8.23	Indemnification	24
8.24	General Provisions for all Insurance Coverage	24
8.25	Insurance Coverage	29
8.26	Liquidated Damages	30
8.27	Most Favored Public Entity	31
8.28	Nondiscrimination and Affirmative Action	31
8.29	Non Exclusivity	33
8.30	Notice of Delays	33
8.31	Notice of Disputes	33
8.32	Notice to Employees Regarding the Federal Earned Income Credit	33
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	33
8.34	Notices	34
8.35	Prohibition Against Inducement or Persuasion	34

PARAGRAP	H TITLE	PAGE
8.36	Public Records Act	34
8.37	Publicity	35
8.38	Record Retention and Inspection-Audit Settlement	35
8.39	Recycled Bond Paper	37
8.40	Subcontracting	37
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	38
8.42	Termination for Convenience	38
8.43	Termination for Default	39
8.44	Termination for Improper Consideration	40
8.45	Termination for Insolvency	41
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	41
8.47	Termination for Non-Appropriation of Funds	42
8.48	Validity	42
8.49	Waiver	42
8.50	Warranty Against Contingent Fees	42
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	43
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	43
8.53	Time off for Voting	43
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficki	ng. 48
8.55	Compliance with Fair Chance Employment Practices	44
8.56	Compliance with the County Policy of Equity	44
8.57	COVID-19 Vaccinations of County Contractor Personnel	44
8.58	Prohibition from Participation in Future Solicitation(s)	46
9 UNIC	QUE TERMS AND CONDITIONS	47
9.1	Contractor's Charitable Activities Compliance	47
SIGNATUR	ES	48

STANDARD EXHIBITS

- A Statement of Work
- B Pricing Schedule
- C County's Administration
- D Contractor's Administration
- E Contractor Acknowledgement and Confidentiality Agreement
- F Safely Surrendered Baby Law
- G COVID-19 Vaccination Certification of Compliance
- H Certificate of Compliance

CONTRACT BETWEEN COUNTY OF LOS ANGELES AND CITY OF SAN FERNANDO

FOR

HOMELESS SERVICES

This Contract ("Contract") is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County" and CITY OF SAN FERNANDO, hereinafter referred to as "Contractor" for Homeless Services.

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, on July 13, 2021 the Los Angeles County Board of Supervisors (Board) approved the County Fiscal Year 2021-22 Homeless Initiative funding recommendations by the County Chief Executive Office and delegated authority to the Chief Executive Officer, or her designee, to prepare, execute, and amend agreements with Councils of Governments (COGs) and cities with the authority to increase contract sums up to ten percent subject to sufficient Measure H funding and review and approval as to form by County Counsel; and

WHEREAS, pursuant to Government Code section 26227, the Board may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County; and

WHEREAS, the Contractor will provide regional homeless coordination services to support member cities in their goal to prevent and combat homelessness regionally; and

WHEREAS, the County Homeless Initiative Unit will provide up to a maximum of **\$26,483** in Measure H Funds to fund this contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A Statement of Work
- 1.2 Exhibit B Pricing Schedule
- 1.3 Exhibit C County's Administration
- 1.4 Exhibit D Contractor's Administration
- 1.5 Exhibit E Contractor Acknowledgement and Confidentiality Agreement
- 1.6 Exhibit F Safely Surrendered Baby Law
- 1.7 Exhibit G COVID-19 Vaccination Certification of Compliance
- 1.8 Exhibit H Certificate of Compliance

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or

- extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.2 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.12 Fiscal Year: The twelve (12) month period beginning July 1st and

ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire in **one** (1) **year**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for an additional 12-month period, for up to an additional four (4) years. Each such extension option shall be exercised at the sole discretion of the Chief Executive Officer, or her designee as authorized by the Board of Supervisors.

5 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Contract Sum of this Contract shall be as set forth in Exhibit B (Pricing Schedule) for the term of this Contract as set forth in Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract in excess of the maximum not-to-exceed cost will be borne by the Contractor.

Written Approval for Reimbursement The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit C (County's Administration).

5.4 No Payment for Services Provided Following Expiration- Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by

the 15th calendar day of the month following the month of service and sent electronically to: HIAdmin@ceo.lacounty.gov

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal,

business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit C (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

- 6.2.1 The role of the County's Project Director may include:
 - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any

changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect

6.4 County's Contract Project Monitor

whatsoever.

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and

expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.
- 8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.
- 8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add

- and/or change such provisions as required by the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.
- 8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions to the term of this Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this

Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

- 8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 8.5.2 Complaint Procedures
 - 8.5.2.1 Within thirty (30) business days after the Contract

- effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers,

employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

- 8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the County:
 - 8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 **Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in <u>Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</u>

8.8.2 Written Employee Jury Service Policy.

- 1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a longstanding practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury

Service Program shall be attached to the agreement.

- 3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest,

CITY OF SAN FERNANDO AO-22-617 it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job requirements openings with to: job GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with <u>Chapter 2.202</u> of the <u>County Code</u>, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or

termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program

(County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will evaluate the contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.1 The report will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but al of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and

hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and

is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and

limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or

insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- **8.24.2.5** Certificates and copies of any required endorsements shall be sent to: HIAdmin@ceo.lacounty.gov
- 8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy

change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance

CITY OF SAN FERNANDO AO-22-617 Page 28

to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be

arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.
- If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
 - That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.28.3 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.28.4 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.5 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.28.6 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.7 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.8 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.9 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.10 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.11 The parties agree that in the event the contractor violates any of the anti- discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of this

Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C(County's Administration) and D(Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- Any documents submitted by the contractor; all information 8.36.1 obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, if applicable, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents,

information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements,

cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to: HIAdmin@ceo.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall

not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its

sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
 - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in <u>County Code Section 2.160.010</u> retained by the contractor, must fully comply with the County's Lobbyist Ordinance, <u>County Code Chapter 2.160</u>. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately

terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (<u>Elections Code Section 14000</u>). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of <u>Section 14000</u>.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from

engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 COVID-19 Vaccinations of County Contractor Personnel

5.57.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but

not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

- 5.57.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 5.57.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 5.57.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by

law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 5.57.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

8.59 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in

the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

9 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Certificate of Compliance, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By Joseph M. Nicchitta for (Oct 19, 2022 17:02 PDT)		
FESIA A. DAVENPORT	Date	
CHIEF EXECUTIVE OFFICER		

APPROVED AS TO FORM:

DAWYN R. HARRISON Acting County Counsel

By_____Senior Deputy County Counsel

City of San Fernando

Print Name ____Nick Kimball

Title_____

EXHIBIT A

STATEMENT OF WORK CITY OF SAN FERNANDO INNOVATION FUNDS

I. Overview

Homelessness is a regional crisis. As such, one of the top priorities of the County of Los Angeles (County) Chief Executive Office's Homeless Initiative (CEO-HI) is to continue strengthening the collaboration between the County and diverse stakeholders, including the 88 cities in the County. Since cities have jurisdiction over planning/land use activities and have the insight to support locally specific solutions, cities play a unique role in our countywide efforts to prevent and combat homelessness.

The Homelessness Plan by the City of San Fernando (City) outlines a holistic strategy to address homelessness in the City. The Homelessness Plan includes strategies to address housing challenges faced by homeless individuals and families, and identifies opportunities to decrease homelessness through prevention, outreach, connections to services, and increasing the City's overall housing supply. Woven throughout the Homelessness Plan is the idea that ending homelessness can only be carried out when the City, the County, non-profit organizations, the business community, faith-based organizations, other sectors intersecting with homelessness (such as health, criminal justice, and workforce development, etc.), landlords and property owners, community members, and those currently or formerly experiencing homelessness come together towards a common vision.

The City's Homelessness Plan establishes tangible steps that the City and its partners can perform to move towards a system where homelessness is prevented whenever possible and to ensure that, if it does occur, it is rare, brief, and non-recurring. The Homelessness Plan is strategically aligned with County Homeless Initiative strategies, San Fernando Valley Council of Governments (SFVCOG) Homelessness Strategic Plan and frameworks to ensure regional coordination and integration.

The City's Homelessness Plan focuses on the following three priorities.

- Priority 1: Develop City's Capacity to Better Prevent and End Homelessness
- Priority 2: Address the Service Needs of People Experiencing Unsheltered Homelessness
- Priority 3: Focus on Root Causes to Prevent Homelessness

This Statement of Work (SOW) includes:

• Part I. Information on the required deliverables for Innovation Funds. The City should use Innovation Funds to support and implement activities that align

CITY OF SAN FERNANDO AO-22-617 Page 49

with the approved Homeless Initiative Action Plan to Prevent and Combat Homelessness. They City will receive up to \$26,483 in Innovation Funds.

Innovation Funds Methodology:

The County Board of Supervisors approved the Innovation framework that allocated funds to local governments to support activities that align with the approved Homeless Initiative Action Plan to Prevent and Combat Homelessness.

The City has established key benchmarks and metrics to measure success. The City's goals include:

- Establish a Homelessness Command Center led by identified departmental lead and supported by established homeless-dedicated staff positions and/or service agreements with homeless-dedicated service providers.
- Strive to reduce the number of the City's unsheltered homeless population by 50%.
- Seek to increase the number of individuals diverted from the homeless response system by leveraging strategic partnerships with upstream services and building in mechanisms to measure success.

Program Description:

In order to operationalize City's Homelessness Action Plan, the City identified a need to create a Housing Coordinator position to coordinate City's overall homeless-related efforts. The City's Housing Coordinator will be responsible for planning, developing, coordinating, and implementing the City's housing and homeless related services and program; assisting the public with affordable housing development, financing, housing assistance programs, landlord/tenant services, and other related programs and services. The Housing Coordinator will lead the City's effort in achieving the Priorities and Strategies outlined in the Homelessness Action Plan. The total cost for a full-time employee (FTE) Housing Coordinator for one year is \$120,000. Contributions from the County innovation funds will help offset the cost of the Housing Coordinator.

The City realizes that the period between adoption of the Plan and the onboarding of a Housing Coordinator may last several months (from July to September 2022), and wishes to remain proactive and continue momentum on addressing homelessness. The City will continue to work with the SFVCOG to support homelessness prevention strategies in San Fernando.

The maximum contract amount is not to exceed \$26,483.

II. Objective

The City will use this funding to manage the tasks described below.

CITY OF SAN FERNANDO AO-22-617 Page 50

III. Tasks/Deliverables

Part 1: Innovation Funds

Task 1: Housing Coordinator (Priority Area 2)

Program Description:

The City will hire a Housing Coordinator, a full-time staff position within the City. The Housing Coordinator will be responsible for planning, developing, coordinating, and implementing City's housing and homeless related services and program; assist the public in affordable housing development, financing, housing assistance programs, landlord/tenant services, and other related programs and services. The Housing Coordinator will lead the City's effort in achieving the Priorities and Strategies outlined in the Homelessness Action Plan.

	Deliverables/Performance Targets	Timeline
1a	Establish a Homelessness Command Center that coordinates the homeless response across multiple City departments and outside entities, and aligns actions to goals outlined in the Homeless Action Plan.	Within 90 days after contract execution
1b	Support system mapping, regional coordination, advocacy, and data initiatives by attending local/regional homeless meetings. At least 10 meetings per year.	During the contract duration
1c	Collaborate and develop a plan with the Los Angeles Homeless Services Authority (LAHSA) and the County Department of Health Services (DHS) to participate in expanding housing capacity.	Within 160 days after contract execution
1d	Develop/implement landlord engagement efforts to increase the homeless housing capacity: Review and develop registry of property owners that can be engaged. Host quarterly engagement sessions. Engage with at least 50 of landlords annually.	During the contract duration
1e	Develop new funding opportunities with private, philanthropic, and public sources, including cross-sector braiding of funding with homeless system resources. At least one funding opportunity identified per year.	Annually
1f	 Increase City's participation in the Coordinated Entry System (CES) by training City Departments and local service providers' on referring clients. Provide training to Departments and local service providers in partnership with the SFVCOG. Track the number of Departments' referrals to the CES. 	Quarterly

1g	Be an opt-in City for the Homeless Count.	Within 120 days after contract execution
1h	 Engage the City management and governing boards on the progress of the program. Submit progress reports describing progress made on items in the City's Homelessness Plan. 	Quarterly
1i	Re-evaluate the City's Homelessness Plan and make enhancements as needed.	Within 10 months after contract execution

IV. Reporting, Documentation, and Invoices

The City shall provide quarterly reports, complete on-line surveys, and submit invoices, describing progress made on items in Tasks listed above. A final report will be due to the County prior to contract expiration describing the outcomes for all Tasks.

- A. Provide a copy of any subcontract agreements necessary to implement the funded program in advance for County approval.
 - i. Within 60 days of contract execution
- B. Submit invoices monthly to the County CEO-HI.
 - i. Invoices will not be paid without the associated report describing progress made during the invoicing period
- C. Submit Quarterly Reports and supporting documents.
- D. Submit Final Report
 - i. Prior to contract expiration

All reports, invoices, and required documents must be submitted to the following three email addresses:

Onnie Williams III, Principal Analyst: owilliams@ceo.lacounty.gov with copies to

hiadmin@ceo.lacounty.gov HomelessInitiativeCities@lacounty.gov

EXHIBIT B

PRICING SCHEDULE CITY OF SAN FERNANDO INNOVATION FUNDS

Maximum Contract Amount Not to Exceed: \$26,483

Up to \$26,483 of the total contract budget is to be paid by County for City of San Fernando's Innovation costs.

When the County Board of Supervisors approves future fiscal year funding allocations for Measure H, the contract may be amended to increase the contract budget.

INNOVATION FUNDS PROGRAM BUDGET			
STAFFING COSTS			
Position	FTE/Months	Rate	Total
Housing Coordinator	0.22 FTE	\$47.50/hour	\$26,483
STAFFING SUBTOTAL		\$26,483	
OPERATIONS COSTS			
	OPERATIONS	SUBTOTAL	\$0
	TOTAL CON	TRACT SUM	\$26,483

^{*}Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment is not required for changes within line items and/or categories, not to exceed the maximum contract amount.

EXHIBIT C

COUNTY'S ADMINISTRATION

CONTRACT NO. AO-22-617

COUNTY PROJECT DIRECTOR:

Name:

Jerry Ramirez

Title:

<u>Manager, CEO</u>

Address:

500 W. Temple St., Room 493 Los Angeles, CA 90012

COUNTY PROJECT MANAGER:

Name:

Onnie Williams III

Title:

Principal Analyst

Address:

500 W. Temple St., Room 493 Los Angeles, CA 90012

E-Mail Address: owilliams@ceo.lacounty.gov

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACT NO: <u>AO-22-617</u>

CONTRACTOR'S PROJECT MANAGER:

Name: Carlos Hernandez

Title: Assistant to the City Manager

Address: 117 Macneil St. San Fernando CA 91340

E-Mail Address: chernandez@sfcity.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Nick Kimball

Title: City Manager

Address: 117 Macneil St. San Fernando CA 91340

E-Mail Address: nkimball@sfcity.org

Notices to Contractor shall be sent to the following:

Name: Hermineh Davidian

Title: Housing Coordinator

Address: 117 Macneil St. San Fernando CA 91340

E-Mail Address: hdavidian@sfcity.org

EXHIBIT E

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME	Contract
No.	

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

CITY OF SAN FERNANDO AO-22-617 Page 56

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: _

PRINTED NAME: Nick Kimball

POSITION:

City Manager

EXHIBIT F

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- You must leave your newborn with a fire station or hospital employee.
- You don't have to provide your name.
- You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.
1.877.222.9723
BabySafeLA.org



EXHIBIT F



FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby? Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speal with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken

EXHIBIT G

COVID-19 Vaccination Certification of Compliance Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Nick Kimball , o	on behalf of
the City of San Fernando, (the "	Contractor"), certify that on County Contract
AO-22-617	[ENTER CONTRACT NUMBER AND
NAME]: Homeless Services	
All Contractor Personnel* on this Contract Ordinance.	are fully vaccinated as required by the
Ordinance. The Contractor or its employereligious exemption to the below identifies weekly that the following unvaccinated within 72 hours of starting their work we contracting County department requires or	tract are fully vaccinated as required by the yer of record, has granted a valid medical or d Contractor Personnel. Contractor will certify Contractor Personnel have tested negative yeek under the County Contract, unless the therwise. The Contractor Personnel who have us exemption are [LIST ALL CONTRACTOR
*Contractor Personnel includes subcontra	ctors.
I have authority to bind the Contractor, and further certify that I will comply with said residual.	d have reviewed the requirements above and equirements. 9/6/2002 Date
City Manager	
Title	
City of San Fernando	
Company/Contractor Name	-
CITY OF SAN FERNANDO	Page 60
AO-22-617	Fage 60

EXHIBIT H

CERTIFICATE OF COMPLIANCE

	TITLE	REFERENCE	CERTIFICATIONS
1	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance Yes □ No
2	Contractor's Charitable Activities Compliance	Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919)	Certifies Compliance Yes □ No

RESOLUTION NO. 8278

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 ADOPTED ON JUNE 20, 2023, TO ACCEPT FUNDS FROM THE LOS ANGELES COUNTY HOMELESS SERVICES MEASURE H FUND TO IMPLEMENT THE CITY OF SAN FERNANDO HOMELESSNESS ACTION PLAN

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to accept funds from the Los Angeles County Homeless Services Measure H Fund in the amount of \$26,483 to implement the City of San Fernando Homelessness Action Plan through June 30, 2024; and

WHEREAS, 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, has been adopted on June 20, 2023.

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

SECTION 1. The following adjustment is made to the City Budget:

Operating Grants (Fund 110)

Increase in Revenues \$26,483

110-3601-0522

Julia Fritz, City Clerk

Increase in Expenditures \$26,483

110-155-0522-41XX

PASSED, APPROVED, AND ADOPTED this 4th day of December 2023.

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

CERTIFICATION

true, a the Cit	Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, and correct copy of Resolution No. 8278, which was regularly introduced and adopted by Council of the City of San Fernando, California, at a regular meeting thereof held on the of December, 2023, by the following vote of the City Council:
	AYES:
	NAYS:
	ABSENT:
	ABSTAINED:
City of	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the San Fernando, California, this day of December, 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Richard Padilla, Assistant City Attorney

Julia Fritz, City Clerk

Date: December 4, 2023

Subject: A Continued Public Hearing to Consider Approval of First Reading of an Ordinance

Increasing the Monthly Compensation Received by City Councilmembers pursuant to Government Code Sections 36516 and 36516.5; and Consideration to Adopt a

Resolution Establishing a City Council Benefits and Reimbursement Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1720 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando amending Section 2-31 (Councilmembers Salary) of Division 1 (Generally), Article II (City Council), Chapter 2 (Administration) of the San Fernando Municipal Code regarding Councilmember compensation";
- c. Adopt Resolution No. 8272 (Attachment "B") bifurcating Councilmember benefits from the Department Head benefits Resolution No. 8244 (Attachment "C"); and
- d. Provide direction to staff, as applicable.

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.

CITY ATTORNEY'S OFFICE 117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1201

WWW.SFCITY.ORG

Page 2 of 7

- 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 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.
- 6. On June 20, 2023, City Council adopted Resolution No. 7973, which provided increases to wellness reimbursement, technology reimbursement and automobile allowance benefits for Executive Management Staff. Per the Salary Plan, these changes were also applicable to City Councilmembers.
- 7. On September 18, 2023, by consensus of Vice Mayor Mendoza, Councilmember Fajardo, and Councilmember Solorio, City staff was directed to return to City Council with an ordinance increasing the amount of monthly compensation received by City Councilmembers to \$950 per month with the full amount of the increase being phased-in as follows: City Councilmembers will receive \$764.53 per month effective January 1, 2025, and will then receive the full \$950 per month effective January 1, 2026, in accordance with the procedures established under Government Code Section 36516 and 36516.5.
- 8. On September 18, 2023, by consensus of Mayor Rodriguez, Vice Mayor Mendoza, and Councilmember Fajardo, City staff was directed to return with a resolution that separates Councilmember benefits from the Department Head benefits currently included in Resolution No. 8244 (Attachment "C").
- 9. On September 18, 2023, the City Council directed staff to return with budget impact information and comparative analysis (Attachment "D") with other cities.
- 10. On November 28, 2023, the City Council continued the item to the next regular meeting to give all Councilmembers the opportunity to participate in the discussion.

ANALYSIS:

Councilmembers may receive a salary and benefits for their service on the City Council pursuant to Government Code¹ Sections 36516 and 53200 - 53210. Under Section 53208, there is no

¹ All statutory references are to the Government Code unless otherwise stated.

Page 3 of 7

Section 1090² violation when Councilmembers approve salary or health benefits for themselves. While councilmembers may ordinarily vote on an ordinance increasing their salary, if any vote will only affect some Councilmembers, but not others, then a conflict may exist. Councilmembers 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)).

A. CITY COUNCIL SALARIES

1. 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)). At present, cities, with a population of 35,000 or less, like San Fernando, have a baseline salary amount of \$300 per month.³

a) 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 reimburse⁴ 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.

² 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.

³ 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.

⁴ 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).

Page 4 of 7

b) 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).)

2. 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 twenty 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). A City Council can only calculate the increase based on what the actual salary was when last adjusted, not on what it could have been had annual increased been approved. 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.

3. 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 5 days from the date of the first reading.

⁵ 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: (i) an amount equal to 5% for each calendar year from the operative date of the last salary adjustment; or (ii) 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.

Page 5 of 7

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 Councilmembers serve staggered terms, Councilmember X would be eligible for an increase following the next municipal election in 2024, when two or three of her council colleagues must run for reelection, even though X is in the middle of her own term.

4. 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 monthly salary of \$1,216.02. As indicated, above, however, the City Council has proposed increasing the monthly salary to \$950 per month with the full amount of the increase being phased-in as follows: City Councilmembers will receive \$764.53 per month effective January 1, 2025, and will then receive the full \$950 per month effective January 1, 2026.

B. CITY COUNCIL BENEFITS.

Sections 53200-53210 authorize a city to provide health and welfare benefits to City Councilmembers. 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 Councilmembers 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 Councilmembers' 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 officered to Councilmembers, and may provide health benefits to Councilmembers' spouses and dependents. (Sections 53205 and 53201(a). See also 76 Ops.Atty.Gen. 91 (2003)).

City Councilmembers 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 Councilmembers. (See 89 Ops.Atty.Gen. 107 (2006)).

Page 6 of 7

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. Councilmembers are deemed "elected officers" within the meaning of the PERL (Section 20233(b)). Per Section 53060.1(b), retirement benefits of Councilmembers shall be no greater than that received by non-safety employees of the city.

The attached resolution, affirms and approves the benefits and reimbursement plan for City Councilmembers by providing the following:

- (a) <u>Automobile Allowance</u>. The City shall provide City Councilmembers with an automobile allowance in the amount of Four Hundred Dollars (\$400) per month to assist the members with the cost of using and operating their own private vehicle, and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.
- (b) Medical, Dental and Vision Insurance. City Councilmembers shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (Department heads). However, where a fixed Cafeteria Plan allotment is accorded for purchase of medical, dental, and vision insurance, and the Councilmember does not spend his or her entire allotment, the balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.
- (c) <u>Retirement</u>. City Councilmembers shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws for elected officials.
- (d) <u>Technology Reimbursement</u>. City Councilmembers may elect to receive a technology reimbursement of \$125/month in lieu of a City-issued cell phone. Members that elect to receive a City-issued phone will not receive the reimbursement.
- (e) Wellness Reimbursement. The City shall reimburse City Councilmembers up to annual maximum of \$750 for reimbursable "wellness" expenses specifically incurred for health and welfare to the extent defined and permitted by Government Code, Section 53200(d). Medical exams, uninsured medical care costs, vision and dental expenses may qualify as health and welfare benefits. However, health club/fitness center membership, registration fees for health classes, and entrance fees for competitive events shall not qualify as health and welfare benefits.

⁶ 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 Councilmembers who have been elected or appointed on or after July 1, 1994.

Page 7 of 7

(f) <u>Travel and Reimbursement Policy</u>. City Councilmembers may also avail of the City's approved and most-current travel and reimbursement policy, provided that City Councilmembers comply with all requirements, restrictions and prohibitions associated with the same.

The attached resolution repeals and supersedes any prior resolutions of the City Council to the limited extent such resolutions address the receipt of compensation, benefits and reimbursements by City Councilmembers specifically. Such resolutions shall remain in effect, however, to the extent they relate to compensation, benefits and reimbursements provided to employees or other officers of the City.

BUDGET IMPACT:

The increase in the monthly compensation from \$579.06 to \$950 will ultimately increase the expenditure on City Council salaries by approximately \$22,256 per year. This figure will be slightly less January 1, 2025 and December 31, 2025 as City Councilmembers will only receive 50% of the increase.

Approval of the resolution will have no fiscal impact on the adopted Fiscal Year 2023-2024 budget. If approved, funding associated with the salary increase will be incorporated into future year budgets.

RECOMMENDATION:

It is recommended that the City Council conduct a public hearing, receive public testimony and introduce for first reading, in title only, and waive further reading of Ordinance No. 1720 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando amending Section 2-31 (Councilmembers — Salary) of Division 1 (Generally), Article II (City Council), Chapter 2 (Administration) of the San Fernando Municipal Code regarding Councilmember compensation"; and adopt Resolution No. 8272 (Attachment "B") bifurcating Councilmember benefits.

ATTACHMENTS:

- A. Ordinance No. 1720
- B. Resolution No. 8272
- C. Resolution No. 8244
- D. Comparative Cities Analysis Mayor/Councilmember Salaries

ORDINANCE NO. 1720

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING SECTION 2-31 (COUNCIL MEMBERS – SALARY) OF DIVISION 1 (GENERALLY), ARTICLE II (CITY COUNCIL), CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO MUNICIPAL CODE REGARDING COUNCIL MEMBER COMPENSATION

WHEREAS, Government Code Section 36516 allows city council members to be paid a monthly salary for their service on the city council, commissions, committees, boards, authorities and other similar bodies; and

WHEREAS, as of the approval of this Ordinance, Government Code Section 36516 sets the baseline Councilmember salary for municipalities with a population of 35,000 or less at \$300 per month and provides that the salary amount may be increased above the baseline sum of \$300 by an amount that may not exceed 5% per calendar year for the operative date of the last adjustment of the salary in effect (Govt. Code Section 36516(a)(2)(A) and (4)); and

WHEREAS, Government Code Section 36516.5 provides a change in compensation does not apply to a council member during the council member's term of office but does not prevent the adjustment of all council member's salaries when council members serve staggard terms once one or more members become eligible for a salary increase by virtue of such council member(s) beginning a new term of office; and

WHEREAS, the salary paid to members of the San Fernando City Council ("City Council") was last adjusted by Ordinance No. 1515 on April 3, 2000 with the newly adjusted rate of \$579.06 taking effect on March 13, 2001;

WHEREAS, Government Code Section 36516(a)(4) currently allows, the City Council's salary to be increased by a cumulative percentage equal to five percent (5%) multiplied by the number of years since the effective date of the last adjustment to the City Council: 5% multiplied by 22 years;

WHEREAS, under the current salary increase formula the City Council may, but is not required to, increase the monthly City Council salary to as much \$1,216.02 (i.e., 5% multiplied by 22 years multiplied by \$579.06); and

WHEREAS, the City Council wishes to increase the current monthly compensation but not by the full amount otherwise permitted under Government Code Section 36516 and further wishes to phase in its receipt of the full amount of the contemplated increase.

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

SECTION 1. The facts set forth in the recitals above are true and correct and incorporated herein by reference.

SECTION 2. Section 2-31 (Council members – Salary) of Division 1 (Generally) of Article II (City Council) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety as follows:

2-31. Council members – Salary.

- (a) Pursuant to Government Code §36516, each member of the city council shall receive as salary in the sum of \$950 per month, with such adjustments as maybe permitted from time to time by State law. Such salaries shall be payable in the same manner as the salaries that are paid to other officers and employees of the city. The salaries prescribed in this section are exclusive of any amounts payable to each member of the council as reimbursement for actual and necessary expenses incurred in the performance of official duties of the city.
- (b) In compliance with Government Code §36516.5, the monthly salary amount of \$950 will take effect January 1, 2025 (the "Effective Date"), following the City of San Fernando's General Municipal Election of November 5, 2024. Until the Effective Date, City Council member compensation shall remain at \$579.06 per month as approved by prior ordinance. The foregoing notwithstanding, it is further provided that City Council members' receipt of the full amount of the increased monthly salary shall be phased-in as follows: From January 1, 2025, to December 31, 2025, Council members shall receive a salary amount of \$764.53 per month. Effective January 1, 2026, Council member shall receive the full salary amount of \$950 per month until such time as that amount is further adjusted by City Council ordinance in compliance with Government Code §36516 and Government Code §36516.5.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional. This Ordinance supersedes any previously approved resolution of the City Council set or attempting to set the monthly compensation of City Council members.

SECTION 4. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption.

SECTION 5. Effective Date/Operative Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after a second reading and adoption.

SECTION 6. The City Clerk is directed to forward without delay to the County of Los Angeles Board of Supervisors and to the County of Los Angeles Registrar/Recorder/ County Clerk, each a certified copy of this Ordinance.

PASSED, APPROVED, AND AD day of,	OPTED by the City Council of the City of San Fernando this
	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
ATTEST:	
Julia Fritz, City Clerk	
APPROVED AS TO FORM:	
Richard A. Padilla Assistant City Attorney	

CERTIFICATION

true, a adopte	Clerk of the City of San Fernando, California, d and correct copy of Ordinance No. 1720 which ed by the City Council of the City of San Fernar on the day of,, by the follo	was introduced on December 4, 2023 and ndo, California at a regular meeting thereof
	AYES:	
	NAYS:	
	ABSENT:	
	ABSTAINED:	
City of	IN WITNESS WHEREOF, I have hereunto set rf San Fernando, California, this day of	_ -
	 Jı	ulia Fritz, City Clerk

RESOLUTION NO. 8272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE CITY COUNCIL MEMBER BENEFITS AND REIMBURSMENT PLAN AND REPEALING PORTIONS OF PRIOR RESOLUTIONS ADDRESSING THE SAME

WHEREAS, Government Code Sections 53200-53210 authorize a city to provide health and welfare benefits to City Council members; and

WHEREAS, 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." (Government Code Section 53202.3); and

WHEREAS, Government Code Section 53208.5 limits the amount of benefits for Councilmembers who begin service after January 1, 1995 to an amount "no greater than that received by non-safety employees" of the City. (Government Code Section 53208.5); and

WHEREAS, per Government Code Section 53060.1(b), retirement benefits of Councilmembers shall be no greater than that received by non-safety employees of the city.

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

SECTION 1. The City Council does hereby declare that the recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. Repealed Provisions. The following subsections of City Council Resolution No. 8244 approved June 20, 2023 ("Resolution No. 8244"), are hereby repealed and shall be of no further force and effect: Subsection (D) of Section 1 and Subsection (I) of Section 3. All references to "elective" officers in Resolution No. 8244 are hereby repealed and it is the intent of the City Council that Resolution No. 8244 shall have no further application to elective officers of the City (i.e., shall have no application to members of the City Council). This Resolution supersedes any prior City Council Resolutions addressing the provision of benefits to members of the City Council and all such prior resolutions are repealed to the limited extent that they purport to apply to members of the City Council and no further.

SECTION 3. City Council Member Benefits and Reimbursements. In addition to the monthly compensation authorized under Government Code Section 36516 and Section 2-31 (Council members – Salary) of Division 1 (General) of Article II (City Council) of Chapter 2 (Administration) of the San Fernando Municipal Code, City Council members shall also receive the following benefits and reimbursements:

- (a) <u>Automobile Allowance</u>. The City shall provide City Councilmembers with an automobile allowance in the amount of Four Hundred Dollars (\$400) per month to assist the members with the cost of using and operating their own private vehicle, and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.
- (b) Medical, Dental and Vision Insurance. City Councilmembers shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (Department heads). However, where a fixed Cafeteria Plan allotment is accorded for purchase of medical, dental, and vision insurance, and the Councilmember does not spend his or her entire allotment, the balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.
- (c) <u>Retirement</u>. City Councilmembers shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws for elected officials.
- (d) <u>Technology Reimbursement</u>. City Councilmembers may elect to receive a technology reimbursement of \$125/month in lieu of a City-issued cell phone. Members that elect to receive a City-issued phone will not receive the reimbursement.
- (e) Wellness Reimbursement. The City shall reimburse City Councilmembers up to annual maximum of \$750 for reimbursable "wellness" expenses specifically incurred for health and welfare to the extent defined and permitted by Government Code, Section 53200(d). Medical exams, uninsured medical care costs, vision and dental expenses may qualify as health and welfare benefits. However, health club/fitness center membership, registration fees for health classes, and entrance fees for competitive events shall not qualify as health and welfare benefits.
- (f) <u>General Travel and Reimbursement Policy</u>. City Councilmembers may also avail themselves of the City's most current and approved travel and reimbursement policy, provided that City Council members comply with all requirements, restrictions and prohibitions set forth under said policy.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 4th day of December, 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, d true, and correct copy of Resolution No. 8272 which the City Council of the City of San Fernando, Californ 4 th day of December, 2023, by the following vote of t	n was regularly introduced and adopted by ia, at a regular meeting thereof held on the
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunto set r City of San Fernando, California, thisday of	•
_ Ji	ulia Fritz, City Clerk

RESOLUTION NO. 8244

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

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

SECTION 1:

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

• SCHEDULE "C": FOR CONFIDENTIAL EMPLOYEES (UNREPRESENTED)

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

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

(SFPEA)

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

(SFPCA)

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

BARGAINING UNIT (SFPEBU)

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

EMPLOYEES' BARGAINING UNIT (SFPEBU)

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

GROUP (SFMG)

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

MANAGEMENT UNIT (SFPOA-PMU)

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

(SFPOA)

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

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

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

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

SCHEDULE G						
FOR GENERAL EMPLOYEES (SFPEA)						
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	
65 66	3907 3985	4122 4184	4349 4393	4588 4613	4841 4867	
67	4070	4104 4296	4535 4530	4613 4781	4007 5044	
68	4132	4360	4604	4853	5120	
69	4186	4418	4659	4915	5184	
70	4275	4514	4759	5020	5296	
70 71	4298	4533	4784	5045	5324	
72	4423	4666	4920	5192	5476	
73	4517	4760	5023	5298	5590	
74	4561	4809	5073	5353	5647	
75	4604	4861	5125	5407	5703	
76	4697	4949	5223	5512	5814	
77	4790	5055	5332	5625	5933	
78	4816	5078	5358	5651	5963	
79	4917	5186	5471	5774	6091	
80	4990	5263	5554	5860	6183	
81	5065	5344	5637	5947	6274	
82	5140	5423	5723	6036	6367	
83	5217	5504	5806	6126	6463	
84	5272	5562	5868	6190	6530	
85	5369	5664	5976	6305	6651	
86	5451	5751	6067	6401	6753	
87	5540	5845	6167	6506	6864	
88	5622	5931	6259	6601	6963	
89	5707	6019	6351	6702	7069	
90	5791	6110	6446	6800	7174	
91	5879	6203	6544	6904	7282	
92	5968	6296	6642	7007	7394	
93	6058	6390	6742	7113	7502	
94	6150	6489	6845	7221	7621	
95	6240	6583	6943	7327	7727	
96	6334	6680	7047	7437	7846	
97	6431	6783	7156	7552	7966	
98	6528	6887	7264	7662	8085	
99	6624	6988	7371	7780	8207	
100	6724	7096	7484	7894	8329	
101	6824	7199	7595	8013	8452	

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

SCHEDULE GPD							
		FOR	2				
	GENERAL EMP	LOYEES (POLIC	CE DEPARTMEN	IT - SFPCA)			
SALARY							
RANGE							
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E		
74	4105	4329	4567	4820	5082		
77	4294	4531	4779	5040	5317		
83	4664	4920	5191	5475	5776		
88	4959	5230	5518	5821	6142		
92	5243	5529	5831	6151	6487		
94	5380	5655	5960	6277	6611		
107	6644	7008	7392	7797	8225		

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

	SCHEDULE HFE FOR						
PART '	TIME HOURLY I	EMPLOYEES – F	ULL TIME EQU	IVALENT (SFPE	BU)		
SALARY							
RANGE							
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E		
100	23.68	24.98	26.35	27.81	29.32		
104	24.77	26.14	27.57	29.08	30.68		
122	30.25	31.90	33.64	35.49	37.43		

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

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

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

		SCHEDUL FOR				
но	HOURLY POLICE SERVICE EMPLOYEES - FULL TIME EQUIVALENT					
		(UNREPRES	ENTED)			
SALARY						
RANGE						
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	
140	39.59	41.76	44.09	46.48	49.06	

SECTION 2: ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) COMPENSATION FOR COUNCIL MEMBERS

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

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

SECTION 3: ADDITIONAL COMPENSATION AND BENEFITS

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

(A) GENERAL AND CONFIDENTIAL EMPLOYEES

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

(1) SALARY

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

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

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

(2) LONGEVITY PAY

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

(3) BILINGUAL BONUS

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

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

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

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

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

(4) OVERTIME

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

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

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

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

(5) COMPENSATORY TIME OFF (CTO)

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

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

(6) COURT APPEARANCE PAY

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

(7) SHIFT DIFFERENTIAL PAY

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

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

(8) STAND-BY PAY

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

Employees assigned to mandatory stand-by must:

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

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

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

(9) SPECIAL PROJECTS BONUS PAY

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

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

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

(10) WEEKEND BONUS PAY

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

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

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

(11) INSPECTOR DUTY PAY

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

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

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

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

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

(13) WORKING OUT OF CLASS

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

(14) ACTING OUT OF CLASS

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

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

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

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

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

(15) EDUCATION INCENTIVE PAY

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

(16) OTHER COMPENSATION

The City will provide Certification/License Pay as follows:

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

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

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

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

(17) HOLIDAY LEAVE

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

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

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

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

Memorial Day

Juneteenth

Independence Day

Labor Day

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

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(18) OTHER BENEFITS

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

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

(B) NON-SWORN GENERAL EMPLOYEES

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

(1) SALARY

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

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

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

(2) LONGEVITY PAY

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

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

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

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

(3) BILINGUAL PAY

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

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

(4) OVERTIME

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

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

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

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

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

(5) COMPENSATORY TIME OFF (CTO)

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

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

(6) CALL BACK

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

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

(7) HOLIDAY LEAVE

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

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

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

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

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

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

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

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

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

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

C. Uniforms shall consist of:

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

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

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

(9) COURT APPEARANCE PAY

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

(10) WORKING OUT OF CLASS

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

(11) ACTING OUT OF CLASS

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

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

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

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

(12) CERTIFICATION PAYS

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

A. POST Certification

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

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

(13) OTHER BENEFITS

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

(C) PART-TIME EMPLOYEES

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

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

(1) SALARY

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

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

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

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

(2) VACATION LEAVE

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

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

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

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

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

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

(3) BILINGUAL PAY

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

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

The bonus shall be paid as follows:

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

(4) UNIFORM ALLOWANCE/EQUIPMENT

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

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

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

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

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

(5) WORKING OUT OF CLASS

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

(6) OTHER BENEFITS

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

(D) POLICE OFFICERS' ASSOCIATION

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

(1) SALARY

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

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

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

(2) LONGEVITY PAY

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

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

(3) BILINGUAL PAY

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

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

(4) FIELD TRAINING OFFICER

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

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

(5) MOTOR OFFICER

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

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

(6) CANINE OFFICER

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

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

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

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

(7) DETECTIVES

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

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

(8) SCHOOL RESOURCE OFFICER

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

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

(9) POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

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

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

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

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

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

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

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

(10) UNIFORM ALLOWANCE

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

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

(11) OVERTIME

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

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

(12) COMPENSATORY TIME OFF

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

(13) CALL BACK COMPENSATION

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

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

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

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

(15) COURT APPEARANCE PAY

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

(16) OUT OF CLASS PAY

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

(17) PRE-EMPLOYMENT CONTRACOT

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

(18) OTHER BENEFITS

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

(E) POLICE MANAGEMENT UNIT

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

(1) SALARY

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

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

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

(2) ANNUAL LEAVE

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

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

160 hours for 1-5 years of City service 200 hours for 6-10 year of City service

240 hours for 11 or more years of City service

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

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

Annual Leave Cash Out:

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

(3) MANAGEMENT LEAVE

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

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

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

(4) LONGEVITY PAY

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

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

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

(5) POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

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

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

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

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

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

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

(6) UNIFORM ALLOWANCE

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

(7) OUT OF CLASS PAY

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

(8) CONTRACT DUTY

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

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

(9) VEHICLES

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

(10) OTHER BENEFITS

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

(F) NON-SWORN MANAGEMENT EMPLOYEES

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

(1) SALARY

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

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

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

(2) ACTING PAY

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

(3) BILINGUAL PAY

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

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

(4) EDUCATION INCENTIVE PAY

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

(5) LONGEVITY PAY

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

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

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

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

(6) ANNUAL LEAVE

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

(7) MANAGEMENT LEAVE

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

(8) MILEAGE REIMBURSEMENT

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

(9) TUITION REIMBURSEMENT

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

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

(10) TECHNOLOGY STIPEND

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

(11) OTHER BENEFITS

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

(G) DEPARTMENT HEADS

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

(1) SALARY

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

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

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

(2) BILINGUAL PAY

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

(3) LONGEVITY PAY

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

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

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

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

(4) ANNUAL LEAVE

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

(5) MANAGEMENT LEAVE

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

(6) CAR ALLOWANCE

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

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

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

(8) WELLNESS REIMBURSEMENT

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

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

(9) OTHER BENEFITS

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

(H) CITY MANAGER

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

(1) SALARY

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

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

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

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

(2) MISCELLANEOUS BENEFITS

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

(3) OTHER BENEFITS

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

(I) CITY COUNCIL

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

(1) AUTOMOBILE ALLOWANCE

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

(2) MEDICAL, DENTAL AND VISION INSURANCE

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

(3) RETIREMENT

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

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

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

(5) WELLNESS REIMBURSEMENT

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

SECTION 4: EMPLOYEES PLACED IN SAME STEP

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

SECTION 5: INTERPRETATION INEQUITY

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

RES. NO. 8244

SECTION 6: INTENT OF COUNCIL

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

SECTION 7: REPEAL

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

SECTION 8: EFFECTIVE DATE

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

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

DocuSigned by:
Celeste Rodriguez
1802A32830E7406
Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

Docusigned by:

Julia Frity

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. 8244, 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 20th day of June, 2023, by the following vote of the City Council:

AYES: Solorio, Fajardo, Rodriguez - 3

NAYS: None

ABSENT: Montañez - 1

ABSTAINED: Mendoza - 1

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this <u>26th</u> day of June, 2023.

Julia Fritz, City Clerk

46

City	Population	General-law city?	What is your City Council Monthly Compensation (salary only)?	When was the last time of increase?	Is your City Council considering increasing its salary as a result of SB329 (Dodd) being adopted?
City of Monthales Village	0.000	Voc	¢200.00	Halmann	not oncored
City of Westlake Village	9,000	Yes	\$300.00	Unknown	not answered
City of Avenol	10,000	Yes	\$200.00	Unknown	not answered
City of Sierra Madre	11,000	Yes	\$250.00	not answered	No
City of Malibu	14,000	Yes	\$566.00	not answered	not answered
City of Auburn	14,000	Yes	\$300.00	At least 20 years ago.	not answered
City of Greenfield	18,000	Yes	Mayor: \$481.00 Councilmembers: \$361.00	At least 10 years ago.	No
City of Blythe	19,000	Yes	\$300.00	Unknown	No
City of La Canada Flintridge	20,000	Yes	\$1,705.00	not answered	No
City of Agoura Hills	21,000	Yes	\$300.00	not answered	No
City of Laguna Beach	23,000	Yes	\$908.00	2018	No
City of Calabasas	24,000	Yes	\$1,171.00	2019	not answered
City of San Dimas	34,000	Yes	Mayor: \$830.00 Councilmembers: \$620.00	2009	No
City of Wildomar	37,000	Yes	\$400.00	2016	Yes
City of La Mesa	60,000	Yes	Mayor: \$2,000.00 Councilmembers: \$1,000.00	2006	Yes
City of Yorba Linda	68,336	Yes	\$525.00	2013	No
City of Eastvale	72,000	Yes	\$400.00	Never	Yes
City of Upland	79,040	Yes	Mayor: \$1,300.00 Councilmembers: \$1,200.00	1986	not answered
City of Westminster	92,000	Yes	Mayor: \$955.00 Counilmembers: \$855.50	not answered	not answered
City of Redding	92,000	Yes	\$600.00	not answered	No
City of Temecula	110,000	Yes	\$1,900.00	2003	Yes
City of Simi Valley	126,000	Yes	\$1,602.00	not answered	No
City of Thousand Oaks	130,000	Yes	\$1.750.00	2008	No

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Richard Padilla, Assistant City Attorney

Date: December 4, 2023

Subject: Discussion and Consideration to Approve a Second Amendment to the Agreement

for City Attorney Services with Olivarez Madruga Law Organization, LLP

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Second Amendment (Attachment "A" Contract No. 1698(b)) to the City Attorney Services Agreement with the Olivarez Madruga Law Organization, LLP;
- b. Authorize the City Manager to execute all related documents; and
- c. Provide additional direction to staff, as appropriate.

BACKGROUND:

- 1. On November 7, 2011, the City Council authorized the City Administrator to proceed with a Request for Proposal (RFP) for legal services (City Attorney).
- 2. On February 5, 2013, the City Council approved a Professional Services Agreement (Exhibit "B" of Attachment "A" Contract No. 1698) for City Attorney services with the Law Firm of Olivarez Madruga, P.C. and appointed Rick R. Olivarez as the City Attorney.
- 3. On June 3, 2019, the City Council approved a First Amendment to the Professional Services Agreement (Exhibit "B" of Attachment "A" Contract No. 1698(a)) with Olivarez Madruga Lemieux O'Neill, LLP, formerly known as Olivarez Madruga, P.C.
- 4. On November 28, 2023, City Council provided negotiating instructions to the City Manager during closed session and continued the item to the next regular City Council meeting.
- 5. On November 30, 2023, Olivarez Madruga Lemieux O'Neill provided a revised proposal with lower hourly rates and delayed effective date.

CITY ATTORNEY'S OFFICE

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1201

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Director

□ Deputy City Manager

Discussion and Consideration to Approve a Second Amendment to the Agreement for City Attorney Services with Olivarez Madruga Law Organization, LLP

Page 2 of 3

ANALYSIS:

The Olivarez Madruga Law Organization, LLP ("OMLO") provides general City Attorney Services for the City of San Fernando ("City"). OMLO is a public agency-focused law firm with approximately 30 attorneys on staff. OMLO attorneys have extensive experience on a broad range of municipal law matters, including the transparency laws like the Ralph M. Brown Act and the California Public Records Act, conflict of interest laws, public agency procurement and contracting matters, election law matters, land use regulation, land development and environmental review; labor and employment law; municipal finance and taxation; police matters and water law. The San Fernando legal team is headed up by Partner Richard Padilla and Senior Attorney Norma Tabares. Both attorneys have more than 20 years' experience practicing law with a special emphasis on matters centrally important to cities and other public agencies.

During its tenure, OMLO has advised and assisted City staff with the approval and implementation of the City's local ¾ center transactions and use tax; updates to the City's housing element along with several zoning updates; development of the City's smoke free housing regulations; redevelopment dissolution matters; purchasing policy updates; updates to the City Council procedural manual; ordinance updates to comply with changes to ADU laws; election law compliance matters, including changes to the date of the City's General Municipal Election; the approval of the SP-5 plan; as well as navigating various pandemic-related challenges and initiatives, including the establishment of the City's tenant eviction moratorium and the compliance with State pandemic orders. OMLO staff also participates in weekly Executive Staff meetings and are available on a day-to-day basis to provide advice and counsel to City staff and City Councilmembers alike.

The last substantive increase to OMLO's legal fees came in 2019. Although OMLO was eligible for annual 3% or less CPI increases from January 2020 to January 2022, the firm waived increases at that time in light of fiscal uncertainties created by the COVID-19 Pandemic. OMLO currently charges an hourly rate of \$216 per hour for all attorneys and \$103 per hour for paralegal staff. In light of substantial increases in CPI over the past few years, OMLO's current rates have not adequately kept pace with inflation placing adverse pressures on the retention of key personnel and the recruitment of new personnel.

The revised rate schedule proposed by OMLO reflect a 7% decrease from their original proposal presented on November 28, 2023, as follows:

•	Paralegals and Law Clerks, Legal Interns,	
	Legal Assistants, Doc. Clerks and	
	Other paraprofessionals	\$135/hr.
•	Associate (Less than 10 years)	\$250/hr.
•	Partner I /Senior Associate I (10 years to 24 years)	\$260/hr
•	Partner II/Senior Associates II (25 yrs. or more)	\$280/hr.

Discussion and Consideration to Approve a Second Amendment to the Agreement for City Attorney Services with Olivarez Madruga Law Organization, LLP

Page 3 of 3

On occasion, legal fees paid to OMLO by the City are fully reimbursable from third-parties (e.g., cost sharing agreements with private developers; reimbursement as a condition of approval for certain entitlements; or pursuant to judgments or other court orders). Accordingly, OMLO also proposes that it be allowed to charge enhanced rates as follows, subject to City Manager approval, as follows:

- Associate (Less than 10 years)\$265/hr.
- Partner I/Senior Associate I (10 years to 24 years).....\$275/hr.
- Partner II/Senior Associates II (25 yrs. or more)\$295/hr.

The revised proposal from OMLO also extends the effective date for the proposed rates from January 1, 2024 to March 1, 2024.

Finally, OMLO also proposes the implementation of a monthly 5% administrative charge to be paid in lieu of individualized charges for photocopies, mileage, parking, facsimile costs, telephone, conference call service charges, Westlaw/Lexis-Nexis or other similar online research charges, document preparation, and postage and overnight delivery charges (e.g., Priority Mail, FedEx or UPS etc.).

BUDGET IMPACT:

The City budgets approximately \$250,000 per year for City Attorney services. The average annual cost for City Attorney Services from FY 2019-2020 through FY 2022-2023 is \$254,200. The proposed amendment represents approximately 23% increase, which would result in an additional \$57,500 per year. Pending City Council approval, an adjustment of approximately \$20,000 will be incorporated through the Fiscal Year 2023-2024 midyear budget process to reflect the increase for the remainder of the current fiscal year.

RECOMMENDATION:

It is recommended that the City Council approve the attached Second Amendment to OMLO's contract for City Attorney Services.

ATTACHMENTS:

A. Contract No. 1698(b), including:
 Exhibit A-2 – 2023 Updated and Amended Schedule of Rate and Charges
 Exhibit B – Contract No. 1698(a) and Contract No.1698

2023 SECOND AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES (Olivarez Madruga Law Organization LLP)

THIS 2023 SECOND AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES ("Second Amendment") is made and entered into this 4th day of December, 2024 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city (hereinafter, "CITY") and OLIVAREZ MADRUGA LAW ORGANIZATION, LLP (hereinafter "FIRM"). CITY and FIRM are sometimes individually referred to herein as a "Party" and collectively referred to herein as "Parties."

RECITALS

WHEREAS, on February 19, 2013, the Parties executed and entered into that certain agreement for general legal counsel services entitled "Agreement for City Attorney Services", Contract No. 1698 (hereinafter, the "Master Agreement"); and

WHEREAS, Section 13 (Amendments) of the Master Agreement requires that any modifications or additions to the Master Agreement must be made in writing; and

WHEREAS, the Master Agreement was subsequently amended by way of a first amendment entitled "2019 First Amendment to Agreement for City Attorney Services", Contract No. 1698(a) (the "First Amendment") (a true and correct copy of the Master Agreement, as amended by the First Amendment is attached and incorporated hereto as Exhibit "B"); and

WHEREAS, the Parties wish to further modify certain terms of the Master Agreement as previously amended by way of the First Amendment; and

WHEREAS, this Second Amendment was approved by the City Council at its Adjourned Regular Meeting of November 28, 2023 in open session as part of the Regular Meeting Agenda under Agenda Item No. _____ in compliance with Government Code Sections 53262, 54953(c)(3) and 54956(b).

<u>AMENDMENT TO AGREEMENT</u>

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. CITY acknowledges that since the approval of the First Amendment FIRM's legal name has changed from "Olivarez Madruga Lemieux O'Neill, LLP" to "Olivarez Madruga Law Organization LLP." CITY consents to the name change hereinafter, all references to FIRM in the Master Agreement, the First Amendment and this Second Amendment shall refer to "Olivarez Madruga Law Organization LLP."

SECTION 2. Section 2 (Firm Billing Procedures and Rates) of the Master Agreement is hereby amended in its entirety to now state the following:

"Following the conclusion of each calendar month, FIRM shall prepare and deliver to CITY at monthly invoice itemizing the services and tasks performed by FIRM in the recently concluded calendar month, the time spent performing such services and tasks, the service rates and costs associated with the performance of such tasks and all corresponding totals and subtotals. CITY shall review FIRM's monthly invoice and approve payment of authorized charges to FIRM as promptly as possible. FIRM will keep time records in one-tenth (1/10th) hour increments. FIRM shall be compensated in accordance with the schedule of hourly rate and charges entitled "2024 Schedule of Rates and Charges" (hereinafter, the "Approved Rate Schedule")(The Approved Rate Schedule is attached and incorporated hereto as Exhibit A-2 to the Second Amendment of the Master Agreement). Commencing January 1, 2025 and annually on January 1st thereafter, the rates set forth in the Approved Rate Schedule may be increased automatically by a percentage equal to the lesser of the following: (i) the annual percentage increase in the January Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area; or three (3) percent. CITY shall pay sums due on all invoices within thirty (30) days from the date of receipt."

SECTION 3. The document entitled "2019 Updated and Amended Schedule of Rates and Charges (Effective July 1, 2019)" which is attached as Exhibit "A-1" to the First Amendment to the Master Agreement is hereby repealed, deleted, replaced and superseded by the document entitled "2024 – Updated and Amended Schedule of Rates and Charges" which is referred to herein as the Approved Rate Schedule and which is attached and incorporated in this Second Amendment and the Master Agreement as Exhibit "A-2".

SECTION 4. The Master Agreement, the First Amendment together with this Second Amendment shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersede all other agreements or understandings, whether oral or written, or entered into between CITY and FIRM prior to the execution of the same. The provisions of this Second Amendment shall be deemed a part of the Master Agreement as previously amended by way of the First Amendment and except as otherwise provided under this Amendment, the Master Agreement and the First Amendment shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement or the First Amendment, the provisions of this Second Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

SECTION 5. No statements, representations, or other agreements, whether oral or written, made by any Party which are not embodied in the Master Agreement as amended by way of the First Amendment and this Second Amendment shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by way of the

First Amendment and this Second Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

	CITY OF SAN FERNANDO	
	By:Nick Kimball, City Manager	
OLIVAREZ MADRUGA LAW ORGANIZATION LLP		
Ву:		
Name:		
Title:		

EXHIBIT "A-2" To 2023 Amendment to Master Agreement

2024 – UPDATED AND AMENDED SCHEDULE OF RATES AND CHARGES

(Effective as of January 1, 2024)

This Exhibit "A" entitled "2024 – Updated and Amended Schedule of Rates and Charges" replaces that certain repealed and deleted Exhibit "A-1" to the First Amendment of the Master Agreement which was entitled "2019 Updated and Amended Schedule of Rates and Charges (Effective as of July 1, 2019)". The compensation terms set forth herein shall take effect as of March 1, 2024.

1. LEGAL FEES.

- a. <u>General Rates</u>: Except as otherwise provided under Section 2 of this Exhibit "A-2", below, FIRM shall be compensated for the performance of Special Matters in accordance with the following hourly rates:

The term "Partner II" means a Partner of the FIRM with twenty-five (25) years or more of experience practicing law. The term "Partner I" means all other Partners other than those classified as Partner II. The term "Senior Associate II" means an Associate Attorney or Of Counsel Attorney with twenty-five (25) years or more of experience practicing law. The term "Senior Attorney I" means an Associate Attorneys or Of Counsel Attorney with ten (10) to twenty-four (24) years of experience practicing law. Associate means an Associate Attorney with less than ten (10) years of experience practicing law.

b. Rates for Legal Fees Reimbursable by Third Parties: The Parties acknowledge understand and agree that from time to time FIRM may be tasked with performing legal services for the CITY for which fees and other related costs charged by FIRM are reimbursable to CITY by third parties pursuant to (i) agreements between the CITY and such third parties, including but not limited to development agreements, cooperative agreements, cost sharing agreements and/or memorandums of understanding; (ii) conditions of land use or other approvals granted and/or imposed by the CITY, including but not limited to fees and costs associated with the CITY's participation in the defense of CITY-granted land use entitlements and other approvals on behalf of, or in cooperation with, third-party real party in interest applicants where the applicant has agreed to indemnify, defend and hold harmless the CITY for such defense; (iii) judgments or orders issued by State or federal courts or State, federal or other regulatory bodies; and/or (iv) legal settlements between the CITY and any third party, such reimbursable fees and costs hereinafter referred to

collectively as "Reimbursable Fees." FIRM is not responsible for the collection of reimbursable sums from third parties but will reasonably cooperate with CITY in its effort to collect such sums. Upon prior written notice to the City Manager or his/her designee, on a case-by-case basis that the legal services provided by FIRM are reimbursable to the CITY by a third-party, the FIRM shall bill CITY for such services at the following reimbursable rates:

- (i) Associate (Less than 10 years)\$265/hr.
 (ii) Partner I/Senior Associate I (10 years to 24 years)\$275/hr.
 (iii) Partner II/Senior Associates II (25 yrs. or more)\$295/hr.
- c. <u>Future Adjustment Requests Subject to City Council Approval</u>: Commencing as of January 1, 2025 and annually on January 1st thereafter, the rates referenced under subsection (a) above may be increased automatically by a percentage equal to the lesser of the following: (i) the annual percentage increase in the January Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area; or three (3) percent. The foregoing notwithstanding, as part of the San Fernando City Council's annual performance evaluation of FIRM as referenced under Section 9 (Evaluation of Performance) of the Agreement, the San Fernando City Council, may among other things, consider whether or not to grant any other request(s) by FIRM to adjust any of the foregoing hourly rates or other compensation and/or reimbursement terms set forth herein.

2. OUT-OF-POCKET COSTS/EXEPNSES AND ADMINISTRATIVE COSTS.

- a. Out-of-Pocket Costs and Expenses: In addition to the compensation set forth under Section 1 (Legal Fees), above, FIRM shall be reimbursed for all out-of-pocket costs and expenses authorized by CITY and advanced by FIRM. Said costs and expenses include (i) court filing fees and costs associated with court proceedings, administrative proceedings and regulatory reporting efforts; (ii) fees, mileage and costs paid to experts, witnesses fees, court reporters, translators, couriers, notaries, process servers and/or investigators; (iii) deposition fees; (iv) title company fees; (v) recording fees; (vi) transportation costs (e.g., air travel costs) and related food and lodging costs for CITY-authorized travel outside of the Los Angeles County in the furtherance of CITY business; (vii) court fees and other similar fees paid to public agencies in order to obtain copies of court filings or other officials records; and (viii) such other out-of-pocket costs not otherwise listed above which are authorized by either the City Manager or the City Council. Except as otherwise provided under subsection (b) of this Section, below, all of the foregoing out-of-pocket costs and expenses shall be reimbursable to FIRM at cost. No individual out-of-pocket cost or expense in excess of Five Hundred Dollars (\$500) shall be incurred without the prior approval of the City Manager or his/her designee.
- b. <u>Administrative Charge</u>: CITY also agrees to pay a 5% per month administrative charge calculated and based on monthly legal fees billed to cover related operational expenses incurred by the FIRM. This administrative fee is in lieu of charging CITY for photocopies, mileage, parking, facsimile costs, telephone, conference call service charges,

Westlaw/Lexis-Nexis or other similar online research, document preparation and postage and overnight delivery charges (e.g., Priority Mail, FedEx or UPS etc.).

3. INVOICING BY FIRM.

- a. FIRM shall prepare an itemized monthly billing invoice following the conclusion of each calendar month for all matters worked on by FIRM during the recently concluded calendar month. The invoice shall reasonably describe the services and tasks performed, the attorney, paralegal or law clerk performing each service or task, the corresponding hourly rate for the same, the number of hours (or fraction thereof) devoted to performing the service or task and all related subtotals and grand totals. FIRM will keep time records in increments of one-tenth (1/10) of an hour.
- b. CITY shall pay all undisputed sums within thirty (30) calendar days from the date FIRM submits its invoices to the CITY.

4. FEE DISPUTES.

a. In the event CITY disputes any fees, charges or other Out-of-Pocket costs set forth in FIRM's monthly invoice, CITY shall have fifteen (15) calendar days from the date FIRM delivered the invoice containing the dispute item within which to issue a written notice to FIRM regarding the disputed item. The Parties shall have fifteen (15) calendar days from the date of CITY's written notice to resolve the matter on their own, acting in good faith. If the Parties are unable to resolve the matter on their own within the 15-day resolution period, the Parties shall refer the matter to a neutral third party who is a licensed mediator with experience in resolving such fee disputes. The Parties shall split the cost of any such neutral third party mediator. The failure of CITY to timely issue a written notice disputing a fee or charge shall be interpreted to mean that CITY does not dispute any fee or charge contained in FIRM's invoice and shall operate as a waiver of CITY's right to later dispute the subject fee(s) or charge(s).

[END OF EXHIBIT "A-2" TO 2023 AMENDMENT]

EXHIBIT "B"

MASTER AGREEMENT
PLUS
FIRST AMENDMENT



CONTRACT NO. 1698(a)

2019 FIRST AMENDMENT TO

AGREEMENT FOR CITY ATTORNEY SERVICES (Olivarez Madruga Lemieux O'Neill, LLP)

THIS 2019 FIRST AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES ("Amendment") is made and entered into this 3rd day of June 2019 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city (hereinafter, "CITY") and OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP (hereinafter "FIRM"). CITY and FIRM are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on February 19, 2013, the Parties executed and entered into that certain agreement for general legal counsel services entitled "Agreement for City Attorney Services" (hereinafter, the "Master Agreement"); and

WHEREAS, Section 13 (Amendments) of the Master Agreement requires that any modifications or additions to the Master Agreement must be made in writing; and

WHEREAS, the City Council for the City of San Fernando ("City Council") completed its 2019 performance review of FIRM at its Regular Meeting of May 6, 2019; and

WHEREAS, the Parties wish to modify certain terms of the Master Agreement; and

WHEREAS, this Amendment was approved by the City Council at its Regular Meeting of June 3, 2019 in open session as part of the Regular Meeting Agenda under Agenda Item No. 5 in compliance with Government Code Section 53262.

AMENDMENT TO AGREEMENT

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. The CITY acknowledges and accepts the change in FIRM's name from Olivarez Madruga, PC to Olivarez Madruga Lemieux O'Neill, LLP. Accordingly, all references to Olivarez Madruga, PC as set forth in the Master Agreement are amended to state Olivarez Madruga Lemieux O'Neill, LLP and the term FIRM as set forth in this Amendment and the Master Agreement shall also refer to Olivarez Madruga Lemieux O'Neill, LLP.

SECTION 2. All references to "City Administrator" as set forth in the Master Agreement are hereby amended to state "City Manager".

SECTION 3. Except as otherwise provided in this Section 3 to this Amendment, the provisions of this Amendment shall take effect immediately upon the Effective Date. The preceding sentence notwithstanding, the amendments to provisions of the Master Agreement as set forth under Section 4 through 6 of this Amendment as well as Exhibit A-1 referenced below shall take effect on July 1, 2019.

SECTION 4. Section 2 (Firm Billing Procedures and Rates) of the Master Agreement is hereby amended in its entirety to now state the following:

"Following the conclusion of each calendar month, FIRM shall prepare and deliver to CITY at monthly invoice indicating: (i) the services and tasks performed by FIRM in the recently concluded calendar month; (ii) the time spent performing such services and tasks; (iii) the service rates and costs associated with the performance of each such service or task; and (iv) all corresponding totals and subtotals. CITY shall review FIRM's monthly invoice and approve payment of authorized charges to FIRM as promptly FIRM will keep time records in one-tenth (1/10th) hour increments. FIRM shall be compensated in accordance with the schedule of hourly rate and charges entitled "2019 Updated and Amended Schedule of Rates and Charges" (hereinafter, the "Approved Compensation Schedule". (The Approved Compensation Schedule is attached and incorporated to this Amendment as Exhibit "A-1"). Commencing July 1, 2020 and annually on July 1st thereafter, the service rates set forth in the Approved Compensation Schedule may be increased automatically by a percentage equal to the lesser of the following: (i) the annual percentage increase in the January Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area; or three (3) percent. CITY shall pay sums due on all invoices within thirty (30) days from the date of receipt."

SECTION 5. Section 3 (Costs) of the Master Agreement is hereby amended in its entirety to state the following:

"FIRM shall be reimbursed for all out-of-pocket costs and expenses advanced by FIRM in the manner provided in the Approve Compensation Schedule.

SECTION 6. The document entitled "Olivarez Madruga, P.C. – Rate Sheet – Compensation and Other Professional Service Issues" which is attached as Exhibit "A" to the Master Agreement is hereby repealed, deleted, replaced and superseded by the document entitled "2019 Updated and Amended Schedule of Rates and Charges" which is referred to herein as the Approved Compensation Schedule.

SECTION 7. Except as otherwise provided under this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. (A true and

correct copy of the original Master Agreement is attached and incorporated hereto as Exhibit "B" to this Amendment).

SECTION 8. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 9. The Master Agreement together with this Amendment shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersede all other agreements or understandings, whether oral or written, or entered into between CITY and FIRM prior to the execution of the same. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement or this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SAN FERNANDO

By:

City Manager

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Olivarez Madruga Lemieux O'Neill, LLP

By:

Name: Richard Podilla

Title: Partner

EXHIBIT "A-1"

2019 UPDATED AND AMENDED SCHEDULE OF RATES AND CHARGES (Effective as of July 1, 2019)

This Exhibit "A-1" entitled "2019 Updated and Amended Schedule of Rates and Charges" replaces and supersedes that certain repealed and deleted Exhibit "A" to the Master Agreement which is entitled "Olivarez Madruga, P.C. – Rate Sheet – Compensation and Other Professional Issues". The terms set forth herein shall take effect as of July 1, 2019.

1. Rates and Charges.

- a. Except as otherwise provided under Section 2 of this Exhibit "A-1", below, FIRM shall be compensated for the performance of all services and tasks contemplated under this Agreement in accordance with the following schedule of hourly rates:
 - (i) Paralegals and Law Clerks......\$100/hr.
 - (ii) Attorneys (Partners and Associates).....\$210/hr.
- b. <u>CPI Escalator</u>: Commencing as of July 1, 2020 and annually on July 1st thereafter, the rates referenced under subsection (a) of this Section above may be increased automatically by a percentage equal to the lesser of the following: (i) the annual percentage increase in the January Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area; or three (3) percent (hereinafter, the "Annual CPI Escalator"). Except as otherwise provided under Sections 2 and 3 of this Exhibit "A-1" below, any other modifications to FIRM's compensation terms that are above and/or beyond the Annual CPI Escalator shall require City Council approval, following FIRM's annual performance evaluation as provided under Section 9 (Evaluation of Performance) of the Master Agreement.

2. Legal Fees and Other Costs Reimbursable to City by Third Parties.

a. The Parties acknowledge understand and agree that from time to time FIRM may be tasked with performing legal services for the CITY for which fees and other related costs charged by FIRM are reimbursable to CITY by third parties pursuant to (i) agreements between the CITY and such third parties, including but not limited to development agreements, cooperative agreements, cost sharing agreements and/or memorandums of understanding; (ii) conditions of land use or other approvals granted and/or imposed by the CITY, including but not limited to fees and costs associated with the CITY's participation in the defense of CITY-granted land use entitlements and other approvals on behalf of, or in cooperation with, third-party real party in interest applicants where the applicant has agreed to indemnify, defend and hold harmless the CITY for such

defense; (iii) judgments or orders issued by State or federal courts or State. federal or other regulatory bodies; and/or (iv) legal settlements between the CITY and any third party, such reimbursable fees and costs hereinafter referred to collectively as "Reimbursable Fees." The Parties acknowledge understand and agree that services provided by FIRM which may otherwise fall under the definition of Basic Retainer Services may be charged in accordance with this Section 3 to the extent fees and costs charged by FIRM for such services also qualify as Reimbursable Fees. Upon prior written notice to the City Manager or his/her designee, on a case-by-case basis that the legal services provided by FIRM are reimbursable to the CITY by a third-party, the FIRM shall bill CITY for such services and costs at FIRM's then current published standard private clients rates. Following the Effective Date of the rates set forth in this Exhibit "A-1", FIRM shall provide the City Manager with a copy of FIRM's published private client rate schedule and shall provide the City Manager at least annually, updates to such schedule when changes are made thereto. FIRM is not responsible for the collection of reimbursable sums from third parties but will reasonably cooperate with CITY in its effort to collect such sums.

3. Out-of-Pocket Expenses.

- a. In addition to any compensation otherwise due FIRM pursuant to Sections 1 through 2, above, CITY shall also reimburse FIRM for actual, out-of-pocket costs and expenses incurred by FIRM, including but not limited to, (i) filing fees and costs associated with court proceedings, administrative proceedings and regulatory reporting efforts; (ii) fees, mileage and costs associated with the engagement of experts, witnesses, court reporters, translators, couriers, notaries, process servers and/or investigators; (iii) deposition fees; (iv) title company fees: (v) recording fees; (vi) copying costs; (vii) transportation costs (e.g., air travel costs) and related food and lodging costs for CITY-authorized travel outside of the Los Angeles County in the furtherance of CITY business; (viii) parking fees; (ix) conference call service charges, long distance telephone charges and facsimile fees; (x) online research charges for Westlaw or Nexis-Lexis or other similar online research services; (xi) court fees and other similar fees paid to public agencies in order to obtain copies of court filings or other officials records; (xii) postage and overnight delivery fees (e.g., Priority Mail, FedEx or UPS etc.); and (xiii) such other out-of-pocket costs not otherwise listed above which are authorized by either the City Manager or the City Council. Except as otherwise provided under subsection (b) of this Section, below, all of the foregoing Out-of-Pocket costs shall be reimbursable to FIRM at cost. No individual cost in excess of Five Hundred Dollars (\$500) shall be incurred without the prior approval of the City Manager or his/her designee.
- b. Out-of-pocket expenses for facsimiles shall be charged at 50¢ per page and photo copies shall be charged at 20¢ per page.

4. Invoicing by Firm.

- a. FIRM shall prepare an itemized monthly billing invoice following the conclusion of each calendar month for all matters worked on by FIRM during the recently concluded calendar month. The invoice shall reasonably describe the services and tasks performed, the attorney, paralegal or law clerk performing each service or task, the corresponding hourly rate for the same, the number of hours (or fraction thereof) devoted to performing the service or task and all related subtotals and grand totals. FIRM will keep time records in increments of onetenth (1/10) of an hour.
- b. CITY shall pay all undisputed sums within thirty (30) calendar days from the date FIRM submits its invoices to the CITY.

5. Fee Disputes.

a. In the event CITY disputes any fees, charges or other Out-of-Pocket costs set forth in FIRM's monthly invoice, CITY shall have fifteen (15) calendar days from the date FIRM delivered the invoice containing the dispute item within which to issue a written notice to FIRM regarding the disputed item. The Parties shall have fifteen (15) calendar days from the date of CITY's written notice to resolve the matter on their own, acting in good faith. If the Parties are unable to resolve the matter on their own within the 15-day resolution period, the Parties shall refer the matter to a neutral third party who is a licensed mediator with experience in resolving such fee disputes. The Parties shall split the cost of any such neutral third party mediator. The failure of CITY to timely issue a written notice disputing a fee or charge shall be interpreted to mean that CITY does not dispute any fee or charge contained in FIRM's invoice and shall operate as a waiver of CITY's right to later dispute the subject fee(s) or charge(s).

[END OF EXHIBIT "A-1" TO 2019 AMENDMENT]

EXHIBIT "B"

MASTER AGREEMENT

(CONTRACT NO. 1698)

CONTRACT NO. 1698

AGREEMENT FOR

CITY ATTORNEY SERVICES

THIS AGREEMENT is entered into this 19th day of February, 2013 ("Agreement"), by and between the CITY OF SAN FERNANDO, a municipal corporation, (herein referred to as "CITY"), the Successor Agency of the Redevelopment Agency of the City of San Fernando, the San Fernando Public Financing Authority and the San Fernando Parking Authority (collectively CITY) and OLIVAREZ MADRUGA, P.C. (herein referred to as "FIRM") (CITY and FIRM are hereinafter referred to collectively as "the Parties").

NOW, THEREFORE, the Parties do hereby agree as follows:

SERVICES. CITY does hereby retain FIRM and FIRM does hereby accept CITY as a client for the purpose of representing the CITY as City Attorney and General Counsel. Rick R. Olivarez shall be designated as the City Attorney. Thomas M. Madruga, Richard E. Padilla, Isabel Birrueta and David F. Gondek shall be designated as the Assistant City Attorneys. FIRM agrees to provide legal services as herein below described and at the rates as further set forth in this Agreement.

- 1. <u>TERM</u>. This Agreement shall be effective February 19, 2013, and shall continue hereafter until terminated by the CITY or FIRM as provided herein.
- 2. **FIRM BILLING PROCEDURES AND RATE.** FIRM shall prepare an itemized monthly billing on or about the first day of each month. CITY shall review FIRM's itemized monthly billing and approve payment of authorized charges to FIRM as promptly as possible. FIRM will keep time records in one-tenth hour increments. CITY agrees to pay FIRM fees at the hourly rates as indicated on the FIRM's Rate Sheet which is attached hereto as Exhibit A. These rates include a discounted rate of One Hundred Eighty Dollars (\$180.00) per hour for the first twenty-five (25) hours billed per each calendar month; thereafter the rates will be Two Hundred Dollars (\$200.00) per hour. These rates may be adjusted periodically, generally at the beginning of the fiscal year, upon the mutual agreement of the parties. Services rendered by other professionals and experts shall be billed to CITY as costs. CITY shall pay the amount due on all bills upon receipt.

- 3. <u>COSTS</u>. FIRM shall be reimbursed for all out-of-pocket costs and expenses advanced by FIRM. Said costs and expenses shall include, but not be limited to, filing fees, deposition fees, witness fees, costs for investigation, service of process fees and other related court costs, air travel, costs of accommodation for matters on behalf of CITY, parking fees, copy fees, facsimile costs and other related travel costs. All such costs shall be submitted to CITY for approval as part of the monthly billing statement. No individual cost in excess of \$500 shall be incurred without the approval of the City Administrator or his/her designee.
- 4. **RESPONSIBILITIES OF FIRM**. FIRM agrees to provide legal services as to all matters as designated by CITY which includes general municipal law and other related legal issues as requested by CITY. Rick R. Olivarez shall be designated as City Attorney. All other members of FIRM shall have the authority to serve on behalf of CITY as needed and directed by Rick R. Olivarez. The FIRM shall have Rick R. Olivarez or Thomas M. Madruga, Richard E. Padilla, Isabel Birrueta or David F. Gondek present at City Council meetings and at other meetings as CITY deems appropriate. Rick R. Olivarez or Thomas M. Madruga, Richard E. Padilla, Isabel Birrueta or David F. Gondek shall be present at such meetings except for reasonable vacations, illness or emergency absences at which time a member from FIRM shall be assigned to represent CITY. FIRM may provide office hours at City Hall as mutually agreed by both parties.
- 5. <u>INDEMNIFICATION AS CITY OFFICERS</u>. Members of FIRM engaged in services under this Agreement are deemed officers of the CITY. In the event of any third party claims brought against FIRM members for actions taken in the course and scope of their official duties, upon such a determination, CITY agrees to indemnify and defend them against such third party claims.
- 6. <u>USE OF OTHER FIRMS</u>. In order to properly and effectively protect the best interests of CITY in specialized areas of the law, FIRM shall have the right to assign legal matters to special counsel (law firms or attorneys), subject to the City Administrator's approval. CITY may also contract directly to special counsel in specialized areas of the law.
- INDEPENDENT CONTRACTOR AND HOLD HARMLESS. It is agreed that FIRM shall serve as an independent contractor and not as an employee of CITY. FIRM

agrees to hold harmless and indemnify CITY for any claims, losses, liens, demands and causes of action for FIRM's negligent or tortious conduct while serving as City Attorney. It is further agreed that CITY is not the exclusive client of FIRM, and FIRM shall have the right to serve as the attorneys for other clients.

- 8. <u>INSURANCE</u>. FIRM warrants and represents that it is covered by a policy of professional liability insurance, insuring CITY as a client, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability.
- 9. **EVALUATION OF PERFORMANCE**. CITY and FIRM shall establish a system to monitor and evaluate the performance, timeliness of services, and other issues relative to the terms of this Agreement. Performance evaluations shall be conducted on an annual basis during the first quarter of each fiscal year of this Agreement.
- 10. <u>CONFLICTS</u>. FIRM states that there are presently no matters which would require the execution of a conflict waiver from any of its clients. Further, FIRM states that if any conflicts arise during the performance of this Agreement, FIRM will notify CITY. FIRM and each of its members shall at all times comply with the statutes, rules and regulations governing the conduct of attorneys.
- time by written notice with or without cause. After receiving such notice, FIRM will cease providing services. FIRM will cooperate with CITY in the orderly transfer of all related files and records to CITY's new counsel. FIRM may terminate its services at any time with CITY's consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) CITY fails to meet any other obligation under this Agreement and continues in that failure for fifteen (15) days after written notice to the CITY; (c) CITY has misrepresented or failed to disclose material facts to FIRM, refused to cooperate with FIRM, refused to follow FIRM's advice on a material matter, or otherwise made its representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If FIRM terminates its services, CITY agrees to execute a substitution of attorney promptly and otherwise cooperate in effecting that termination. Termination of FIRM's services, whether by CITY or by FIRM,

will not relieve CITY of the obligation to pay for services rendered and costs incurred before FIRM's services formally ceased.

- 12. **NO GUARANTEE OF OUTCOME**. Any comments made by FIRM regarding the potential outcome of general matters are expressions of opinion only and are not guarantees or promises about any outcome or results.
- 13. ENTIRE AGREEMENT. This Agreement for legal services contains FIRM's entire Agreement about our representation. Any modifications or additions to this Agreement must be made in writing.
- 14. **NOTICES**. All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to Firm:

Rick R. Olivarez

Olivarez Madruga, P.C. 1100 South Flower Street

Suite 2200

Los Angeles, CA 90015

If to City:

City of San Fernando

117 Macneil Street

San Fernando, CA 91340 Attention: City Administrator

IN WITNESS WHEREOF, this Agreement is signed and entered into by the parties hereto on this 19th day of February, 2013.

CITY OF SAN FERNANDO

OLIVAREZ MADRUGA, P.C.

By:

Donald E. Penman

Its:

Interim City Administrator

By: Its:

Rick R. Olivarez
Managing Partner

EXHIBIT A OLIVAREZ MADRUGA, P.C.

RATE SHEET

COMPENSATION AND OTHER PROFESSIONAL SERVICE ISSUES

City Attorney and General Counsel Services
First 25 Hours Billed per Calendar Month:
Partners \$180.00
Associates \$180.00
After First 25 Hours Billed per Calendar Month:
Partners \$200.00
Associates \$200.00

The FIRM shall not impose additional charges for secretarial or other support staff time.

Billing Procedure and Payment Procedure

FIRM provides an itemized billing statement once a month with a complete listing of all services rendered and costs advanced. FIRM works cooperatively with our clients to meet the client's needs to provide a clear, comprehensive billing statement. Attorneys bill at .10 hour increments.

Facsimile: \$.50 per page

Copies: \$.20 per page

Mileage \$.565 per mile (IRS standard)

Postage, long distance telephone, and out-of-pocket expenses

Air Travel: At Cost

CONTRACT NO. 1698

AGREEMENT FOR

CITY ATTORNEY SERVICES

THIS AGREEMENT is entered into this 19th day of February, 2013 ("Agreement"), by and between the CITY OF SAN FERNANDO, a municipal corporation, (herein referred to as "CITY"), the Successor Agency of the Redevelopment Agency of the City of San Fernando, the San Fernando Public Financing Authority and the San Fernando Parking Authority (collectively CITY) and OLIVAREZ MADRUGA, P.C. (herein referred to as "FIRM") (CITY and FIRM are hereinafter referred to collectively as "the Parties").

NOW, THEREFORE, the Parties do hereby agree as follows:

SERVICES. CITY does hereby retain FIRM and FIRM does hereby accept CITY as a client for the purpose of representing the CITY as City Attorney and General Counsel. Rick R. Olivarez shall be designated as the City Attorney. Thomas M. Madruga, Richard E. Padilla, Isabel Birrueta and David F. Gondek shall be designated as the Assistant City Attorneys. FIRM agrees to provide legal services as herein below described and at the rates as further set forth in this Agreement.

- 1. **TERM**. This Agreement shall be effective February 19, 2013, and shall continue hereafter until terminated by the CITY or FIRM as provided herein.
- 2. **FIRM BILLING PROCEDURES AND RATE.** FIRM shall prepare an itemized monthly billing on or about the first day of each month. CITY shall review FIRM's itemized monthly billing and approve payment of authorized charges to FIRM as promptly as possible. FIRM will keep time records in one-tenth hour increments. CITY agrees to pay FIRM fees at the hourly rates as indicated on the FIRM's Rate Sheet which is attached hereto as Exhibit A. These rates include a discounted rate of One Hundred Eighty Dollars (\$180.00) per hour for the first twenty-five (25) hours billed per each calendar month; thereafter the rates will be Two Hundred Dollars (\$200.00) per hour. These rates may be adjusted periodically, generally at the beginning of the fiscal year, upon the mutual agreement of the parties. Services rendered by other professionals and experts shall be billed to CITY as costs. CITY shall pay the amount due on all bills upon receipt.

- 3. <u>COSTS</u>. FIRM shall be reimbursed for all out-of-pocket costs and expenses advanced by FIRM. Said costs and expenses shall include, but not be limited to, filing fees, deposition fees, witness fees, costs for investigation, service of process fees and other related court costs, air travel, costs of accommodation for matters on behalf of CITY, parking fees, copy fees, facsimile costs and other related travel costs. All such costs shall be submitted to CITY for approval as part of the monthly billing statement. No individual cost in excess of \$500 shall be incurred without the approval of the City Administrator or his/her designee.
- 4. **RESPONSIBILITIES OF FIRM**. FIRM agrees to provide legal services as to all matters as designated by CITY which includes general municipal law and other related legal issues as requested by CITY. Rick R. Olivarez shall be designated as City Attorney. All other members of FIRM shall have the authority to serve on behalf of CITY as needed and directed by Rick R. Olivarez. The FIRM shall have Rick R. Olivarez or Thomas M. Madruga, Richard E. Padilla, Isabel Birrueta or David F. Gondek present at City Council meetings and at other meetings as CITY deems appropriate. Rick R. Olivarez or Thomas M. Madruga, Richard E. Padilla, Isabel Birrueta or David F. Gondek shall be present at such meetings except for reasonable vacations, illness or emergency absences at which time a member from FIRM shall be assigned to represent CITY. FIRM may provide office hours at City Hall as mutually agreed by both parties.
- 5. <u>INDEMNIFICATION AS CITY OFFICERS</u>. Members of FIRM engaged in services under this Agreement are deemed officers of the CITY. In the event of any third party claims brought against FIRM members for actions taken in the course and scope of their official duties, upon such a determination, CITY agrees to indemnify and defend them against such third party claims.
- 6. <u>USE OF OTHER FIRMS</u>. In order to properly and effectively protect the best interests of CITY in specialized areas of the law, FIRM shall have the right to assign legal matters to special counsel (law firms or attorneys), subject to the City Administrator's approval. CITY may also contract directly to special counsel in specialized areas of the law.
- 7. <u>INDEPENDENT CONTRACTOR AND HOLD HARMLESS</u>. It is agreed that FIRM shall serve as an independent contractor and not as an employee of CITY. FIRM

agrees to hold harmless and indemnify CITY for any claims, losses, liens, demands and causes of action for FIRM's negligent or tortious conduct while serving as City Attorney. It is further agreed that CITY is not the exclusive client of FIRM, and FIRM shall have the right to serve as the attorneys for other clients.

- 8. **INSURANCE**. FIRM warrants and represents that it is covered by a policy of professional liability insurance, insuring CITY as a client, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability.
- 9. **EVALUATION OF PERFORMANCE**. CITY and FIRM shall establish a system to monitor and evaluate the performance, timeliness of services, and other issues relative to the terms of this Agreement. Performance evaluations shall be conducted on an annual basis during the first quarter of each fiscal year of this Agreement.
- 10. **CONFLICTS**. FIRM states that there are presently no matters which would require the execution of a conflict waiver from any of its clients. Further, FIRM states that if any conflicts arise during the performance of this Agreement, FIRM will notify CITY. FIRM and each of its members shall at all times comply with the statutes, rules and regulations governing the conduct of attorneys.
- time by written notice with or without cause. After receiving such notice, FIRM will cease providing services. FIRM will cooperate with CITY in the orderly transfer of all related files and records to CITY's new counsel. FIRM may terminate its services at any time with CITY's consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) CITY fails to meet any other obligation under this Agreement and continues in that failure for fifteen (15) days after written notice to the CITY; (c) CITY has misrepresented or failed to disclose material facts to FIRM, refused to cooperate with FIRM, refused to follow FIRM's advice on a material matter, or otherwise made its representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If FIRM terminates its services, CITY agrees to execute a substitution of attorney promptly and otherwise cooperate in effecting that termination. Termination of FIRM's services, whether by CITY or by FIRM,

will not relieve CITY of the obligation to pay for services rendered and costs incurred before FIRM's services formally ceased.

- 12. **NO GUARANTEE OF OUTCOME**. Any comments made by FIRM regarding the potential outcome of general matters are expressions of opinion only and are not guarantees or promises about any outcome or results.
- ENTIRE AGREEMENT. This Agreement for legal services contains FIRM's 13. entire Agreement about our representation. Any modifications or additions to this Agreement must be made in writing.
- 14. **NOTICES**. All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to Firm:

Rick R. Olivarez

Olivarez Madruga, P.C. 1100 South Flower Street

Suite 2200

Los Angeles, CA 90015

If to City:

City of San Fernando

117 Macneil Street

San Fernando, CA 91340 Attention: City Administrator

IN WITNESS WHEREOF, this Agreement is signed and entered into by the parties hereto on this 19th day of February, 2013.

CITY OF SAN FERNANDO

OLIVAREZ MADRUGA, P.C.

By:

Donald E. Penman

Its:

Interim City Administrator

Onoco E. Lenman

By:

Rick R. Olivarez

Its:

Managing Partner

EXHIBIT A OLIVAREZ MADRUGA, P.C.

RATE SHEET

COMPENSATION AND OTHER PROFESSIONAL SERVICE ISSUES

City Attorney and General Counsel Services
First 25 Hours Billed per Calendar Month:

Partners
Associates
S180.00
After First 25 Hours Billed per Calendar Month:

Partners
S200.00
Associates
S200.00
The FIRM shall not impose additional charges for secretarial or other support staff time.

Billing Procedure and Payment Procedure

FIRM provides an itemized billing statement once a month with a complete listing of all services rendered and costs advanced. FIRM works cooperatively with our clients to meet the client's needs to provide a clear, comprehensive billing statement. Attorneys bill at .10 hour increments.

Facsimile: \$.50 per page

Copies: \$.20 per page

Mileage \$.565 per mile (IRS standard)

Postage, long distance telephone, and out-of-pocket expenses

Air Travel: At Cost

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services Maribel Perez, Recreation and Community Services Supervisor

Date: December 4, 2023

Subject: Discussion and Consideration to Approve the Design for the Pioneer Park

Playground Renovation Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the final design for the Pioneer Park Playground Renovation Project, considering the feedback from the community engagement meetings;
- b. Approve a first amendment to the Contract Services Agreement with Great Western Recreation (Attachment "A" Contract No. 2196) to increase the not to exceed amount that includes any additional cost for an enhanced playground design; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

- 1. On August 17, 2021, the City and Los Angeles County Regional Park and Open Space District (RPOSD) executed an agreement in the amount of \$192,905 from the voter approved Los Angeles County Safe, Clean Neighborhood Park, Open Space, Beaches, River Protection, and Water Conservation Measure (Measure A) Per Capita funds. Soon after, City staff began developing a scope of work for the renovation of the playground at Pioneer Park in accordance with priorities identified in the Parks Master Plan. The initial scoping of the project determined the Per Capita funds were insufficient to complete the renovations. Consequently, staff began to seek additional funding resources.
- 2. On November 15, 2021, the City Council authorized staff to submit a grant application to the Los Angeles County Regional Park and Open Space District (RPOSD) for Measure A grant funding in the amount of \$180,001 from the Community Based Park Investment Annual

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Page 2 of 9

Allocation fund, and to accept such funds if awarded. Per City Council authority, the grant funds were accepted and the grant agreement executed by the City Manager on August 15, 2022.

- 3. 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.
- 4. 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 and rejected by staff.
- 5. 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 by the due date, prompting staff to reach out to individual playground companies requesting proposals for the Pioneer Park project. The proposals submitted after reaching out to additional companies did not meet all of the project's specifications, therefore, staff rejected the proposals.
- 6. 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.
- 7. On September 18, 2023, the City Council awarded a Contract Services Agreement to Great Western Recreation for the Pioneer Park Playground Renovation Project. The City Council directed staff to conduct community engagement to receive comments on the project. Staff indicated that a series of community engagement meetings were planned to gather input and the ideas from the community would be incorporated into the final playground design.
- 8. On September 30, 2023, staff hosted the first of three community meetings to gather feedback with the aid of Pacoima Beautiful, who canvassed the Pioneer Park neighborhood and tabled at the park. This meeting was held at 10:00 am on a Saturday to allow working residents the opportunity to attend the meeting. Six individuals participated in this meeting.
- 9. On October 12, 2023, a second public meeting was held in conjunction with the regular Parks, Wellness, and Recreation Commission (PWRC) meeting. This provided the public, and the PWRC, the opportunity to review and provide feedback on the proposed design. In addition to the PWRC suggestions, two public comments were provided by members of the public.
- 10. On October 26, 2023, the final community meeting was held at the Pioneer Park Puig House. Three individuals attended and no new feedback that had not already been discussed was provided.

Page 3 of 9

11. On November 9, 2023, staff presented two additional playground designs to the PWRC, which incorporated the ideas gathered from the community. The PWRC considered all optional design elements put forth by residents and concurred that the most important design element that should be considered was to provide adequate shading for the playground.

ANALYSIS:

The Pioneer Park Playground Renovation project is one of the priorities identified in the City's Park Master Plan, intended to enhance the recreational experience for our community. The project focuses on the integral aspects of inclusivity and accessibility. The primary goal is to create an environment where all children can actively engage and play together. The proposed renovation includes the incorporation of National Demonstration Site (NDS) equipment, known for promoting sensory experiences, cognitive development, and physical activity. Playgrounds featuring NDS equipment encourage social interaction and promote self-confidence, nurturing a sense of belonging for children with diverse needs. Moreover, these renovations enhance the overall aesthetic appeal of the area and foster a more compassionate and understanding community ethos.

Involving the community in the Pioneer Park Playground Renovation project was essential for ensuring that the new design met the needs and desires of the residents who will utilize the playground. To gather this feedback, RCS staff untilized the City's Community Engagement Framework Collabortive Method and worked with Pacoima Beautiful to conduct outreach to inform residents of the project and the importance of their participation. Pacoima Beautiful canvassed the neighborhood discussing the project, disseminating project flyers, and tabling on site to reach park patrons for those who could not attend the community meetings. The design was also accessible on the City's website (https://ci.san-fernando.ca.us/sfrecreation/#pioneer-park-revitalization) to encourage further feedback from residents.

Community Engagement

A preliminary design was presented at the first meeting held on September 30, at Pioneer Park to give community members an idea of what the renovations would entail. The intent was to gather input on cost-neutral design changes to avoid delays in the project timeline due to funding limitations. The community's feedback included the following:

- Include an infant seat on the swing set
- Add climbing walls on both play structures
- Add shade structure over the entire playground area, not just the individual apparatus
- Consider flooring alternatives: sand or wood chips vs. Pour-In-Place (PNP)
- PNP flooring designs to include games, artwork, or road patterns for toy cars
- Include a zip-line option on the structures

Page 4 of 9

During the second community meeting on October 12, held in conjunction with the PWRC meeting, staff presented the project to the Commissioners and the feedback gathered during the first meeting. The public had a second opportunity to provide comments regarding the project. An updated design showing what additional shading may look like was presented. Staff received additional comments from the public and the PWRC that included the following feedback:

- Include a Shade Sail Structure for the playground
- Include a landscape barrier between the play area and the parking lot
- Avoid placing trash containers next to park benches
- Incorporate a seesaw apparatus
- Incorporate musical instruments/musical elements
- Include a river flow design to the PNP

A representative from Great Western Recreation was present to address questions from the Commissioners and community members. The representative provided insight on some of the recommendations such as the style of shade structures, and the intricacies of the Pour-In-Place safety flooring, and provided suggestions as to the selection of the color theme of the play structures.

A third and final community meeting was held on October 26, at the Pioneer House (Puig House). No new feedback was provided at this meeting.

Addressing Feedback from the Community

A common theme voiced at the community meetings was the importance of incorporating shading in the design of the playground. This sentiment was also expressed at the September 18, 2023, City Council meeting.

Based on the community engagement and recommendations from the PWR Commissioners, Great Western Recreation developed two options that addressed shading, a musical feature, and the river flow design for the PNP flooring (Option 4, Attachment "D" and Option 5, Attachment "E"). The preliminary design (Option 2C) was renamed as Option 6 (Attachment "C"), which incorporates a redesign of the Pour-In-Place safety flooring suggested by the PWRC. The proposed redesigns come with a considerable cost depending on the option that is selected. The funding gap can be tens of thousands or hundreds of thousands of dollars. Staff has identified a small portion for the gap funding and suggests how each of the options (4, 5, and 6) project designed may be funded.

At the November 9 PWRC meeting, staff presented all public comments gathered through the community engagement effort and presented its findings to the Commission. Staff recommend some features over others based on the feasibility of the suggested feature and the total cost to the project. The PWRC concurred with the following recommendation from staff:

Page 5 of 9

- Include an infant seat on the existing swing set.
 - The current design includes an adaptive swing that can accommodate an infant. It
 is not recommended to include an additional infant only swing to the design.
- Add climbing walls on both age-appropriate play structures.
 - The current design incorporates a climbing structure and a climbing feature on the 2-5-year-old play structure. An additional climbing feature alters the ADA design, increases cost, and is not recommended.
- Installing sand or wood chips as the safety flooring.
 - A sand or wood chips safety floor for the playground presents a health hazard to the children playing. There is a high potential of exposuring children to animal waste, sharp objects, or toxic waste like cigarette buds, and therefore, it is not recommended.
- Include games, artwork, road patterns, etc. in the PNP Design.
 - Diagrammed patterns on the PNP are significantly costly and labor intensive. Each
 element of the diagram needs to be worked on separately. These patterns in time
 may cause splitting and separation. Staff recommend PWRC's recommendation to
 have a river flow effect through the PNP surface, which can be done without
 additional cost.
- Include a Zip-line option on the structures.
 - The current playground design does not allow a Zip-line feature to be incorporated into the play area without redesigning the playground. It is not recommended to move forward with this suggestion due to the significant cost and additional time.
- Include landscape barrier between play area and parking lot.
 - The current design locates the outdoor exercise equipment in front of the playground, a picnic table, benches, and landscaping that serves as barriers to the parking lot. A physical barrier is not recommended at this time.
- Avoid placing trash containers next to park benches.
 - Having trash receptacles near where people may generate trash is essential in maintaining the cleanliness of a park. Moving the trash receptacles away from the playground has the likelihood of producing more trash within the play area. It is not recommended to move trash containers.

Page 6 of 9

- Incorporate a seesaw apparatus.
 - The playground design allows space for children to move between play features.
 Adding a seesaw would crowd the area and obstruct movement, and therefore, it is not recommended.
- Adding shade structure over the entire playground area.
 - A shade structure over the entire playground area including a musical play element are incorporated in the proposed Option 4 and Option 5 playground design.

The PWRC also reviewed the available color schemes and the Ultraviolet (UV) analyses of the shade fabric that would cover the playground. Considering, the river flow pattern of the safety flooring, the Commissioners selected the Forester color scheme, which includes the Forest Green shading. The UV analyses of the Forest Green fabric were among the best of the available shade colors. The Commissioners compared the Cover Factor, Shade Factor, Average Percentage of UV Block, and the Fabric's UV protection factor that provided protection for the sunlight. The UV ratings for the Forest Green shade fabric are:

•	Cover Factor	96%
•	Shade Factor	91%
•	UV Block	94%
•	UV Protection	24

Design Options Cost

The PWRC reached a consensus on the importance of incorporating a shading element in the final design for the Pioneer Park playground. The Commission would like the City Council to consider the musical play feature suggested by the community, but would prefer funding a shading element with the limited funding available.

Additional funding needs to be identified to incorporate the shading and a musical play element suggested by the PWRC. A comparison of playground options 4, 5, and 6 in table (A) below illustrates the funding gap for each of the design options. An itemized cost for each of the options is detailed in design options Attachment D, E, and C respectively.

TABLE A: Pioneer Park Renovation Design Option Costs – Funding Gap							
Design/Construction	Cost	Available Design/Construction	Funding Gap				
		Funding					
Option 4	\$ 446,447	\$ 365,332	\$ 81,115				
Option 5	\$ 564,613	\$ 365,332	\$ 199,281				
Option 6 (original + 2024 cost)	\$ 366,352	\$ 365,332	\$ 1,020				

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

Page 7 of 9

To help bridge the funding gap, staff recommends reallocating the unspent funding of \$17,500 from the Layne Park Revitalization Project, which has been completed. In addition to the reallocation, there is a possibility of receiving an additional \$25,000 from a grant through TreePeople.

Staff has been in communication with TreePeople, who is looking for a project to fund with their Max Factor grant. TreePeople has offered the Max Factor grant of \$25,000 towards the renovation of the Pioneer Park playground and they are requesting a plaque commemorating late TreePeople CEO and City Councilmember Cindy Montañez be placed near the playground. The ARPA and TreePeople funds will reduce the funding gap funds needed to complete design Options 4 and 5. The Funding Gap revision table (B) below illustrates how the funding gap can be reduced by applying the reallocation from Layne Park and Tree People's grant.

TABLE B: Pioneer Park Renovation Design Option Costs – Revised Funding Gap					
Design/Construction	Original	ARPA	Max Factor	Reduced	
	Funding Gap	Reallocation	Grant	Funding Gap	
Option 4	\$ 81,115	\$ 17,500	\$ 25,000	\$ 38,615	
Option 5	\$ 199,281	\$ 17,500	\$ 25,000	\$ 156,781	
Option 6 (original + 2024 cost)	\$ 1,020	\$ 17,500	\$ 25,000	\$ 0	

Possible recommendations for funding the reduced gap are included in the Budget Impact section of this Agenda Report.

National Demonstration Site Designation

Great Western Recreation's design proposals will also include a National Demonstration Site (NDS) designation for the new playground. The NDS program is a network of play sites dedicated to raising national awareness, recognizing projects of excellence, and helping local communities demonstrate the positive impact and importance that play has on the development of young children. NDS provides five design best practice programs that help communities turn research into practice. The Pioneer Playground design utilizes a combination of NDS best practices that thoughtfully advocate inclusive play, youth physical activity, adult outdoor fitness, nature play, and playful pathways in their design.

The NDS network compiles data to develop reports that demonstrate the impact, engagement, and park user sentiments; providing the City with a broader understanding of the renovation investment. The designation comes with the installation of signage in the playground that will create awareness, recognize leadership, and gather visitor feedback using QR codes. The NDS brochure (Attachment "B") provides more information regarding play/recreation through research-based best practices.

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

Page 8 of 9

Timeline

If the City Council selects a playground design at the December 4th City Council meeting, that will initiate a fifteen-week timetable for completing the Pioneer Park Playground Renovation Project. Fabrication of the equipment will take ten (10) weeks. The delivery and installation including site preparation, demo, etc. will take an additional four (4) weeks. The final step will be the installation of the Pour-In-Place safety flooring which takes approximately one (1) week. Barring any delays, the Pioneer Park Playground Renovation Project will be completed on or about March 25, 2024, just before the summer season.

BUDGET IMPACT:

The Sources (Table C) and Uses of Funds (Table D) for the Pioneer Park Revitalization Project are identified in the tables below. The current cost for the Great Western Recreation Contract Services Agreement (Attachment "A") is \$362,863 and the total final costs of community engagement, through Pacoima Beautiful, is \$7,574.

Per the Funding Gap Revision table (table B) above, Option 4 would require \$38,615, whereas Option 5 needs another \$156,781 to complete the Pioneer Park Playground Project.

Table C below provides the revised project budget pending approval to reallocate ARPA funds and accept the Max Factor grant through TreePeople. Table D shows the current Uses for the funding and the deficit for each design option.

The current funding sources, uses, and deficit are illustrated the below:

TABLE C: Funding Sources					
Fund	Account Number	Allocation			
Original Funding Sources:					
State Per Capita Grant	010-3697-0671	\$	192,905		
LA County Measure A Grant	010-3697-3643	\$	180,001		
Original Sources Total:		\$	372,906		
Potential Additional Sources:					
Reallocated ARPA funds	(pending approval)	\$	17,500		
Max Factor Grant (through TreePeople)	(pending approval)	\$	25,000		
Potential Additional Sources Total:		\$	42,500		
Total Sources:		\$	415,406		

TABLE D: Funding Uses		
Activity	Account Number	Cost/Deficit

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

Page 9 of 9

Community Engagement	010-420-0671-4600	\$	7,574
Design /Construction	010-423-3643-4600	٠	205 222
Design/Construction	010-420-0671-4600	>	365,332
Total Uses:		\$	372,906
Design Options:			
Design Options: Design Option 4	Total cost	\$	81,115
	Total cost Total cost	\$ \$	81,115 199,281

The available sources of funding for the deficit are ARPA and General Fund Reserve Balance. The City received \$5,818,339 in total APRA Funding, of which \$4,341,539 has been used or encumbered. Of the remaining balance of \$1,476,800, City Council provided direction for \$1,050,000 to be used for additional programs/projects at the October 16, 2023 Meeting with \$426,000 left for future uses to be determined.

The unaudited unallocated General Fund Reserve Balance is \$10,282,878.

Pending City Council direction, Staff will return with a budget resolution to reflect the increase needed to cover the funding gap.

CONCLUSION:

It is recommended that the City Council select and approve a final design for the Pioneer Park Playground Renovation Project considering the feedback from the community engagement meetings, authorize a contract amendment to the original Contract Services Agreement Contract No. 2196 (Attachment "A") to increase the not to exceed amount that includes any addition cost for any enhance playground design; and authorize City Manager to make non-substantive changes and execute all related documents.

ATTACHMENT:

- A. Contract No. 2196
- B. National Demonstration Site Brochure
- C. Playground Design Option 6
- D. Playground Design Option 4
- E. Playground Design Option 5



(Contractor: Great Western Recreation)
(Nature of Engagement: Pioneer Park Playground Renovation Project)

(OMNIA Partners Cooperative Purchase Ref. No. 2017001134)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 18th 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, 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 to 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, CONTRACTOR is a distributor and installer playground equipment manufactured by Playcore Wisconsin, Inc. dba GameTime (hereinafter "GameTime"); and

WHEREAS, in response to an inquiry by CITY staff, CONTRACTOR submitted a proposal entitled "Pioneer Park Playground Option 2C", Reference No. 08-02-2023, Job #109417-01 (the "Contractor Proposal") for the purchase and installation of GameTime playground equipment purchased under a master cooperative agreement between the City of Charlotte, North Carolina and GameTime made through OMNIA Partners, a national public-sector cooperative purchasing clearinghouse, under OMNIA Partners Contract Reference No. 2017001134 (the "Master Cooperative Agreement Documents") (The Master Cooperative Agreement Documents are comprised of those documents found on the OMNIA Partners internet website at: https://www.omniapartners.com/suppliers/gametime/public-sector/contract-documents#contract-168; and

Pioneer Park Playground Renovation Project Page 2 of 48

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. 7.

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. The Contractor Proposal, as defined and described in the Recitals, which is attached and incorporated hereto as **Exhibit "A"**;
 - 2. The Master Cooperative Agreement Documents, as defined and generally described in the Recitals, and which includes the following documents all found on the OMNIA Partners internet website at: https://www.omniapartners.com/suppliers/gametime/public-sector/contract-documents#contract-168:
 - (i) The document entitled "Competitive Solicitation by the City of Charlotte, North Carolina for Playground Equipment, Outdoor Fitness Equipment, Site Accessors, Surfacing and Related Products and Services on behalf of itself and other Government Agencies and made available through the U.S. Communities Government Purchasing Alliance RFP #269-2017-028" dated January 25, 2017 inclusive of Addendum #1 dated February 10, 2017; Addendum #2 dated February 16, 2017; Addendum #3 dated February 20, 2017 (collectively the "Master RFP Documents"); and
 - (ii) That certain agreement between Playcore Wisconsin, Inc. d/b/a Game Time and the City of Charlotte, North Carolina dated July 1, 2017 and entitled "Contract to Provide Playground and Outdoor Fitness Equipment, Site Accessors, Surfacing, and Related Products and Services" as well as Contract Amendment #1 dated January 1, 2018; Contract Amendment #2 dated May 3, 2018; Contract Amendment #3 dated September 1, 2018; Contract Amendment #4 dated January 1, 2019; Contract Amendment #5 dated April 1, 2019; Contract Amendment #6 dated January 1, 2020; Contract Amendment #7 dated January 1, 2021; Contract Amendment #8 dated March 16, 2021; Contract Amendment #9 dated May 17, 2021; Contract Amendment #10 dated July 14, 2021; Contract Amendment # 11 dated December 1, 2021; Contract Amendment #12 dated July 1, 2022; Contract Amendment #13 dated December 5, 2022; and Contract Amendment #14 dated July 10, 2023 (collectively, the "Master Cooperative Agreement");

Pioneer Park Playground Renovation Project Page 3 of 48

- (iii) The document entitled "Lead Agency Procurement Self-Certification" dated March 2017 (the "Uniform Guidance Document"); and
- (iv) The document entitled "REPORT:: Solicitation Download Detail Washington's @lectronic Business Solutions" dated January 25, 2017 at 4:00PM (the "RFP 269-2017-028 Posting Document").

The Master Cooperative Agreement Documents and their terms are incorporated into this Agreement by reference. True and correct copies of the Master Cooperative Agreement Documents shall be maintained by the Office of the City Clerk and filed with CITY's fully executed counterpart of this Agreement.

- B. For purposes of this Agreement, the capitalized term "Scope of Work" shall be a collective reference to the various services and tasks to be performed and equipment to be provided and installed as described in Exhibit "A" and the Master Cooperative Agreement Documents. In the event of any conflict or inconsistency between the provisions of the Master Cooperative Agreement Documents and the provisions of Exhibit "A", the provisions of the Master Cooperative Agreement Documents 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 as between the provisions of this Agreement and the provisions of Exhibit "A", the provisions of this Agreement 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 as between the provisions of this Agreement and the provisions of the Master Cooperative Agreement Documents, the provisions of the Master Cooperative Agreement Documents shall govern and control but only to the extent of the conflict or inconsistency and no further.
- C. Subject to the provisions of the various documents referenced in paragraph (A) of this Section, 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 accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- D. The provisions of paragraph (B), above, notwithstanding:
 - 1. The resolution, reconciliation or harmonization of conflicts or inconsistencies as between the various documents that comprise the Scope of Work or as between the various documents that comprise the Scope of Work and this Agreement shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of San Fernando Municipal Code Section 2-802 that any Work (inclusive of all equipment provided and installed) be provided and/or performed at the same or better pricing as is offered in the Contractor Proposal and the Master Cooperative Agreement Documents; and

CONTRACT SERVICES AGREEMENT Pioneer Park Playground Renovation Project

Page 4 of 48

- 2. Unless waived by the CITY in a writing signed by the City Manager, whenever a provision of Exhibit "A" conflicts with, or is inconsistent with, a provision of the Master Cooperative Agreement Documents 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.
- E. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement and the location where all equipment is to be installed; and (ii) has carefully considered how the Work should be performed. CONTRACTOR acknowledges and agrees that it has inspected, or has had the opportunity to inspect, any location where the Work is to be performed and has acquainted itself with the conditions of the location before commencing any of the Work. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, 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.
- F. In the event CONTRACTOR ceases to perform the Work 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. 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 within 120 days from the date of CITY's issuance of its Notice to Proceed (hereinafter, the "Completion Date").
- B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- 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

Pioneer Park Playground Renovation Project Page 5 of 48

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 schedule of rates and charges set forth in the 4 page GameTime/OMNIA Partners quotation documents attached to the Consultant Proposal.
- B. Paragraph (A) of this Section notwithstanding, CONTRACTOR's total compensation for all Work contemplated under this Ageement shall not exceed the aggregate 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 completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed in the recently concluded calendar month. The invoice shall identify all services and tasks performed during the

Pioneer Park Playground Renovation Project Page 6 of 48

recently concluded calendar month and the corresponding subtotal for the same as well as all equipment costs and other charges. 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. CITY shall retain 10% of the Not-to-Exceed Sum which shall be payable within 30 calendar days from the City Council's approval of a Notice of Completion for all Work.

SECTION 4. STANDARD OF CARE.

A. CONTRACTOR agrees as follows:

- 1. In the performance of all Work under this Agreement, CONTRACTOR shall use the standard of care applicable to its field or profession;
- CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Work;
- CONTRACTOR shall perform and complete all of the Work 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 Work 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 Work in compliance with the standard of care set forth in this Section and to timely complete the Work within the time period specified in Section 2, above; and

Pioneer Park Playground Renovation Project Page 7 of 48

- 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 Work 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 who will perform the Work 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 5. REPRESENTATIVES.

- A. <u>City Representative</u>. 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. <u>Contractor Representative</u>. 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 Work, 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 Work under this Agreement.

CONTRACT SERVICES AGREEMENT Pioneer Park Playground Renovation Project

Page 8 of 48

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 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 Work.
- 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 Work.
- 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 7. SUBSTITUTION OF KEY PERSONNEL. CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Work 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 Work 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

Pioneer Park Playground Renovation Project Page 9 of 48

SECTION 8. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.

A. The provisions of this Section shall apply to the extent any of the Work 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.

- In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work 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 Work 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 Work 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 Work 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 Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.

CONTRACT SERVICES AGREEMENT Pioneer Park Playground Renovation Project

Page 10 of 48

- 2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Work 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 Work 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 Work 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 Work 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 Work 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 Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.

Pioneer Park Playground Renovation Project Page 11 of 48

- 3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work 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 Work 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 Work 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 Work on CONTRACTOR's behalf to employ for the Work 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 Work 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.

CONTRACT SERVICES AGREEMENT Pioneer Park Playground Renovation Project

Page 12 of 48

- В. 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 Work 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.

- 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.

CONTRACT SERVICES AGREEMENT Pioneer Park Playground Renovation Project

Page 13 of 48

- 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 Work under this Agreement. CONTRACTOR is permitted to provide similar work and 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.

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 provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable

Pioneer Park Playground Renovation Project Page 14 of 48

federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any that is the subject of this Agreement, including but not limited to the satisfaction of any

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 perform any of the Work under this Agreement.

positive obligations required of CONTRACTOR thereby.

SECTION. 13. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and A. 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

Pioneer Park Playground Renovation Project

Page 15 of 48

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.
- 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

Pioneer Park Playground Renovation Project Page 16 of 48

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

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:

reimbursement or indemnification arising under this Section.

- 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.

Pioneer Park Playground Renovation Project Page 17 of 48

- 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.

Pioneer Park Playground Renovation Project Page 18 of 48

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. CITY 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. <u>Termination for Convenience</u>. 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.
- В. 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 of 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.
 - CONTRACTOR shall cure the following Event of Default within the following time periods:

Pioneer Park Playground Renovation Project Page 19 of 48

- 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.

Pioneer Park Playground Renovation Project Page 20 of 48

- 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.

CONTRACT SERVICES AGREEMENT Pioneer Park Playground Renovation Project

Page 21 of 48

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:

If to CONTRACTOR:

City of San Fernando 117 Macneil Street San Fernando, CA 91340

Attn: Recreation and community Services

Phone: (818) 898-1290

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.

CONTRACT SERVICES AGREEMENT

Pioneer Park Playground Renovation Project

Page 22 of 48

SECTION 21. ENTIRE AGREEMENT. The documents that comprise the Scope of Work are hereby incorporated in this Agreement. This Agreement and the documents comprising the Scope of Work represent the entire agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

SECTION 22. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

SECTION 23. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

SECTION 24. CAPTIONS. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

SECTION 25. EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

SIGNATURES ON NEXT PAGE

CONTRACT SERVICES AGREEMENT

Pioneer Park Playground Renovation Project

Page 23 of 48

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: DocuSigned by: DocuSigned by: Mck kimball By: By: Nick Kimball, City Manager Name: Tyler Kyriopoulos Date: 09/26/2023 | 2:53 PM EDT President Title: 09/25/2023 | 11:56 PM PDT **APPROVED AS TO FORM** Date: DocuSigned by: Richard Padilla By: Richard Padilla, Assistant City Attorney Date: 09/26/2023 | 10:08 AM PDT

CONTRACT SERVICES AGREEMENT

Pioneer Park Playground Renovation Project Page 24 of 48

EXHIBIT "A"

CONTRACTOR PROPOSAL

Proposal for

EXHIBIT "A"
CONTRACT NO. 2196

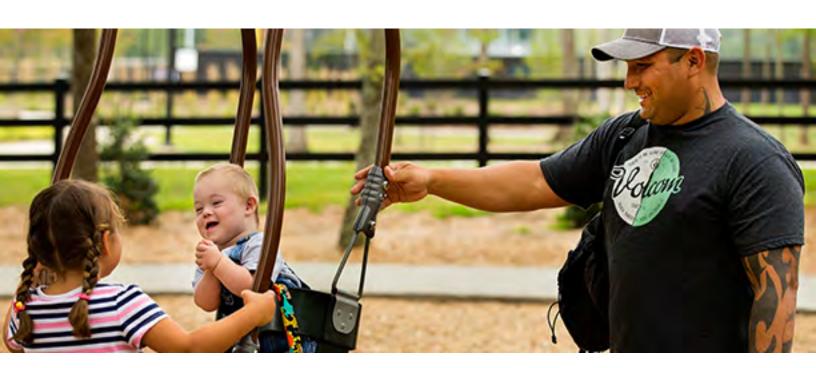
City of San Fernando

Prepared by



08-02-2023 Job # 109417-01

Pioneer Park Playground Option 2C





435-760-5103 | 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

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

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

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

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

On January 1, 2000 Central Coast Playgrounds officially opened its doors for business. The Santa Maria Valley VMCA 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

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 presentedPlayCore'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.

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CONTRACT NO. 2196 ABOUT GAMETIME

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.



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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/



A PAYCORE Concern

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 pregualify, 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 programing; 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 Steams 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 52nd Street, 34th 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.

We certify the information submitted herein is true and correct.

GAMETIME DIVISION Clint Whiteside

Sales Administration Project Manager

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San Fernando, CA

CONTRACT NO. 2196

GREAT WESTERN



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GREAT WESTERN

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Pioneer Park Playground- Project 107127-01-Opt 2

San Fernando, CA



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Pioneer Park Playground- Project 107127-01-Opt 2







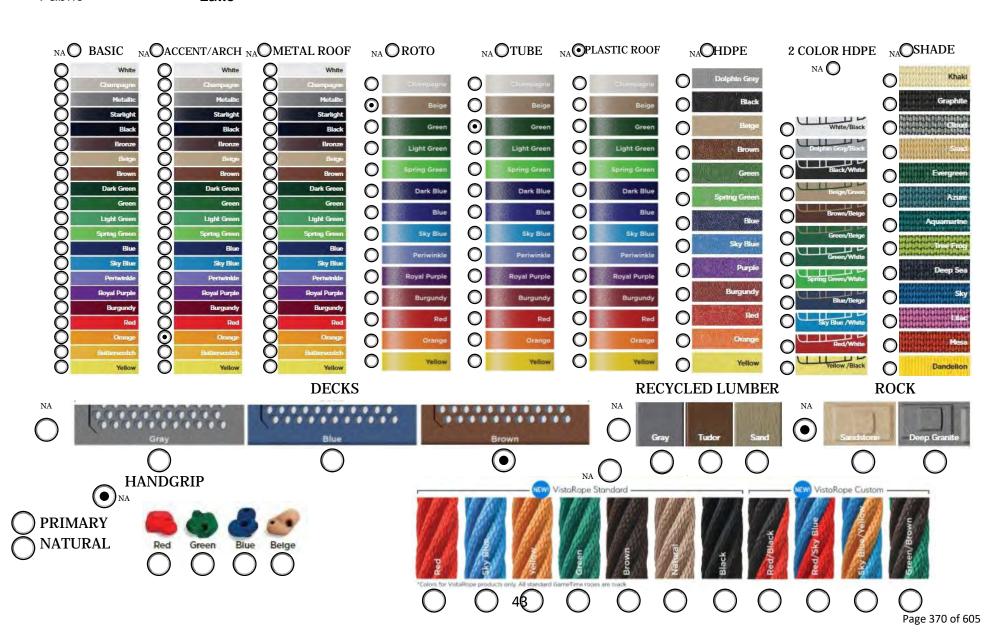
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CONTRACT NO. 2196

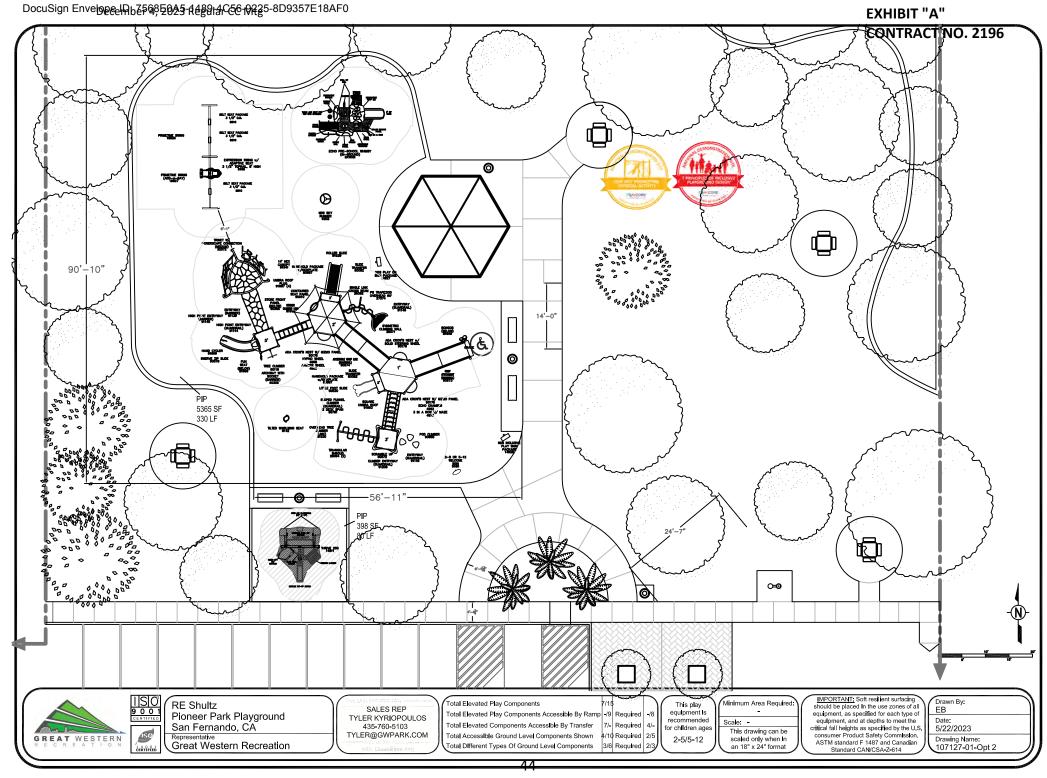
Project: 107127-01-Opt 2 Surfacing: 50-50 PIP

CUSTOM COLORS:

ITEM COLOR ITEM COLOR ITEM COLOR

Basic 2 Orange
Accent 2 Beige
Fabric Latte





GameTime C/O Great Western Recreation P.O. Box 680121 Fort Payne, AL 35967 Office: 435-245-5055 Fax: 435-245-5057

Office: 435-245-5055 Fax: 435-245-5057 www.gwpark.com

CONTRACT NO. 2196 08/02/2023 Quote # 109417-01-05

EXHIBIT "A"

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 -	\$18.48	\$18.48	\$106,500.24
		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			
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



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

EXHIBIT "A"

CONTRACT NO. 2196 08/02/2023
Quote #
109417-01-05

Pioneer Park Playground Option 2C

Qty	Part#	Description	List \$	Selling \$	Ext. Selling \$
1		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
Conti	ract: OMNIA	A #2017001134		Sub Total	\$345,990.40
				Freight	\$5,600.00
				Tax	\$11,271.94
				Total	\$362,862.34

Comments

Your Sales Rep is T yler Kyriopoulos. Please reach out to T yler 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





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EXHIBIT "A" 08/02/2023 **CONTRACT NO. 2196** Quote # 109417-01-05

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
- 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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Quote #
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Pioneer Park Playground Option 2C

ACCEPTANCE OF QUOTATION:	EPTANCE OF QUOTATION:				
Acceptance of this proposal indicates your a	cceptance of this proposal indicates your agreement to the terms and conditions stated herein.				
Purchase Amount: \$362,862.34	Date:				
Signature					

Please fill out this <u>ORDER FORM</u>, this is required to process the order.



Master Cooperative Agreement between the City of Charlotte, North Carolina and GameTime made through OMNIA Partners, a national public-sector cooperative purchasing clearinghouse, under OMNIA Partners Contract Reference No. 2017001134

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: Discount Schedule, Price Lists, and Incentives

EXHIBIT B: Installation Fees

EXHIBIT C: National Network of Distributors and Installers

EXHIBIT D: Freight Rate Schedules

EXHIBIT E: Product Warranties

EXHIBIT F: Scope of Work

EXHIBIT G: U.S. Communities Administrative Agreement

2. **DEFINITIONS.**

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance: Refers to receipt and approval by the City of a Deliverable or

Service in accordance with the acceptance process and criteria in

this Contract.

Affiliates: Refers to all departments or units of the City and all other

governmental units, boards, committees or municipalities for

which the City processes data or performs Services.

Biodegradable: Refers to the ability of an item to be decomposed by bacteria or

other living organisms.

Charlotte Business Refers to the Charlotte Business Inclusion office of the City

Inclusion (CBI): of Charlotte.

Charlotte Combined Refers to the Charlotte-Gastonia-Salisbury Combined

Statistical Area (CSA): Statistical Area consisting of; (a) the North Carolina counties of

Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to

participate in the program.

City: Refers to the City of Charlotte, North Carolina.

Company: Refers to a company that has been selected by the City to

provide the Products and Services of this Contract.

Company Project Refers to a specified Company employee representing the

Manager: best interests of the Company for this Contract.

Contract: Refers to a written agreement executed by the City and Company

for all or part of the Services.

Deliverables: Refers to all tasks, reports, information, designs, plans, and other

items that the Company is required to deliver to the City in

connection with the Contract.

Documentation: Refers to all written, electronic, or recorded works that describe

the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.

Environmentally
Preferable Products:

Refers to Products that have a lesser or reduced effect on

human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation,

maintenance, or disposal of the product.

Lead Public Agency: Refers to the City of Charlotte, North Carolina.

Master Agreement: Refers to the Agreement that is made available by the Lead

Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and

Services.

Minority Business Enterprise/MBE:

Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical

Area.

MWSBE: Refers to SBEs, MBEs and WBEs, collectively.

Participating Public

Agency: Refers to all states, local governments, school districts, and

higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master

Agreement.

Products: Refers to all Products that the Company agrees to provide to the

City as part this Contract.

Services: Refers to the Playground Equipment, Outdoor Fitness

Equipment, Surfacing, Site Accessories and Related Products

and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM**. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

- 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
- 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
- 5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
- **6. DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
- 7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
- 8. PRICE ADJUSTMENT.

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
 - 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to <u>cocap@charlottenc.gov</u>. Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable PO Box 37979 Charlotte, NC 28237-7979

Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

- 10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of noncompliance.
- 11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
- 12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
- **13. GENERAL WARRANTIES**. Company represents and warrants that:
 - 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
 - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- **14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
 - 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- **16. DELIVERY TIME**: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- **17. QUALITY**. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- **18. DESIGN AND/OR MANUFACTURER REQUIREMENT**: All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY'S SITE: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY:

- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES: The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- **22. GUARANTEE**: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- **23. NO LIENS**: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- **24. MANUFACTURER OR DEALER ADVERTISEMENT**: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

- **25. RIGHT TO COVER**: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
 - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- **26. RIGHT TO WITHHOLD PAYMENT**: If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- **27. OTHER REMEDIES**: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

- 29.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
 - 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
 - 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities:
- 29.8.3 Performing the transition service plan activities;
- 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
- 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- **29.** NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- **30.** MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, it's subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- Commercial General Liability: Bodily injury and property damage liability as (B) shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate \$1,000,000 damage and property each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- l) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates:
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

- **35. COMPANY WILL NOT SELL OR DISCLOSE DATA**. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
- **36. WORK ON CITY'S PREMISES**. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
- 37. BACKGROUND CHECKS: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

- **38. DRUG-FREE WORKPLACE**. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
 - 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
 - 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
 - 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:	
Donald R. King	Karen Ewing	
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division	
150 Playcore Drive SE	600 East Fourth Street	
Fort Payne, Alabama 35967	Charlotte, NC 28202	
Phone: 423.648.5891	Phone: 704.336.2992	
Fax: 423.648.5903	Fax: 704.632.8254	
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov	

With Copy To:	With Copy To:	
	Cindy White	
	Senior Assistant City Attorney	
	600 East Fourth Street	
	Charlotte, NC 28202	
	Phone: 704-336-3012	
	Fax: 704-336-8854	
	E-mail: cwhite@ci.charlotte.nc.us	

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- **40. SUBCONTRACTING**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- **41. FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

- **43. RESTRICTIONS**. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- **EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
 - 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

- 45.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3 "Term" "Employment Taxes and Employee Benefits" Section 4.3 "General Warranties" Section 13 Section 14 "Additional Representations and Warranties" Section 22 "Guarantee" Section 28 "Other Remedies" Section 29 "Termination" Section 33 "Insurance" Section 34 "Indemnification" "Notices" Section 39 Section 42 "Confidentiality" Section 45 "Miscellaneous"

- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2*, *Subtitle A*, *Chapter II*, *Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETI	ME:
BY: Johnt V. Barron	
PRINT NAME: ROBERT V. BARRON	
TITLE: SENIOR V. P. of SALES	_
DATE: <u>05 -03-2017</u>	
CITY OF CHARLOTTE CITY MANAGER'S OFFICE:	CITY OF CHARLOTTE RISK MANAGEMENT DIVISION:
BY: Janely / Many Many	BY:
PRINT NAME: Kandy Harrington	PRINT NAME: Christee Gibson
TITLE:	TITLE: MS MgV
DATE: 5/15/17	DATE: 5/11/17

EXHIBIT C NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.





Sinclair Recreation 128 F. Lakewood Blvd Suite 40

Holland, MI 49424 Tel: (800) 444-4954 IN Fax: (616) 392-8634

Website: www.sinclair-rec.com

David Williams & Associates, Inc. PO Box 218

1010Harrison Avenue ΚY Harrison, OH 45030 Tel: (800) 762-7936 OH Fax: (330) 821-4505

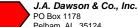
Website: www.davidwilliamsassociates.com

ΑK

WA

SiteLines Park & Playground Products

626 128th Street, S.W. Suite 104-A Everett, WA 98204 Tel: (800) 541-0869 Fax: (425) 347-3056 Website: www.sitelines.com Website: www.mnwiplay.com



Triple M Recreation

4638 East Shea Blvd.

Phoenix, AZ 85028

Tel: (480) 315-9103

Fax: (480) 315-9991

Website: www.triplemrec.com

Suite B-170

AZ CO

NM TX

Pelham, AL 35124 Tel: (800) 221-8869 AL Fax: (205) 663-5012 FL

MS



Total Recreation Products

12022 C. Knigge C Rd, Suite C Cypress, TX 77429 Tel: (800) 392-9909 Fax: (832) 237-3895 TX



IPR. Inc.

1481 South King Street Suite 226 Honolulu, HI 96814 Tel: (808) 845-7788

Fax: 808) 952-5501 Website: www.innovativeplaygroundsandrecreation.com

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
<u> </u>	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, SC, VA, W.	
	TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
lan Ross	HI	000 332 3301
	D 0 D 4000 i 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	WWW.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd,Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	



Bitting - Bramble Landscapes, LLC. - Bramble, Mark

586 Sterling Drive Sarver, Pa. 16055 Bus: (724) 859-0958 Home: 2018

Mobile: (724) 859-0958

E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road Newmanstown, PA 17073 Bus: (610) 589-1769 Home: 2018

Mobile: (610) 413-9832 Bus Fax: (610) 589-1817

E-mail: bill@theplaygroundpros.com



Cunningham - Blueprint Construction, LLC (Liles, Robbie S.)

5 Liles Woods LN Garner, NC 27529 Bus: (919) 210-1589 Home: 2018

Bus Fax: (919) 779-9436 E-mail: RL1Builder@gmail.com

Cunningham - Carlson Consulting and Contracting

1150 Prospect Blvd. Waterloo, Iowa 50701 Bus: (319) 234-8965 Home: 2016

Mobile: (319) 415-8365 Bus Fax: (319) 234-8965 E-mail: landrn1@msn.com

Cunningham - Cedar Creek Run Construction - Stanley, Bill

24072 Zachery Taylor Hwy. Culpeper, Va. 22701

Bus: (877) 640-9811 / (540) 364-9811

Home: 2016

Mobile: (703) 244-5991 Bus Fax: (540) 825-3445

E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive P O Box 790 Atoka, TN 38004 Bus: (901) 428-8836 Home: 2018

Mobile: (901) 428-8836 Bus Fax: (901) 475-0015

E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road

PO Box 1098 Jessup, MD 20794

Bus: (410) 799-7745 or 877-799-7745

Home: 2017

Mobile: (410) 365-0502 Bus Fax: (410) 579-1284 E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100 Machesney Park, II. 61115 Bus: (815) 708-8540 Home: 2016 Mobile: (815) 505-0500 Bus Fax: (779) 423-2033 E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara E. Alton, Illinois 62024

Bus: (618) 531-0848 Home: 2017 Mobile: (618) 531-0848 Bus Fax: (618) 258-9007

E-mail: donchatham@charter.net E-mail 2: donchatam@charter.net

Cunningham - D G Services, Inc. (Layne, Kevin)

181 Springdale Acres Drive Mooresville, NC 28115 Bus: 17047993878 Home: 2018 Mobile: 9802302946 Bus Fax: 7047993878 E-mail: dgserv@bellsouth.net

Cunningham - Elanar Construction Company

6620 W. Belmont Avenue Chicago, IL 60634 Bus: (773) 628-7011 Home: 2018

Mobile: (773) 908-7629 Bus Fax: (773) 628-7041 E-mail: ross@elanar.com E-mail 2: ross@elanar.com



Cunningham - Fuertes Systems Landscaping, Inc

15100 S. Indian Boundary Rd. Plainfield, II. 60544 Bus: (815) 725-2959 Home: 2016

Mobile: (847) 312-9393 Bus Fax: (815) 725-3165 E-mail: furte1@sbcglobal.net

Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

24 First Street Hamlin, WV. 25523 Bus: (304) 824-3800 Home: 2016

Mobile: (304) 208-4550 Bus Fax: (304) 824-3848

E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue Davidsonville, MD 21035 Bus: (410) 721-1093 Home: 2016

Mobile: (301) 785-5770 Bus Fax: (301) 858-1039

E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

23940 Andrew Road Plainfield, IL 60585 Bus: (815) 372-3000 Home: 2017

Mobile: (815) 693-1833 Bus Fax: (815) 372-3005 E-mail: brs@green-up.com

Cunningham - Howard's General Contracting

708 Knightswood Road
Fort Mill, S.C. 29708
Bus: (803) 802-1722
Home: 2017
Mobile: (803) 280-5630
E-mail: lance@howardsgc.com

Cunningham - IDE Construction (Turner,

18601 Green Street Washington, NE 68068 Bus: (402) 510-0549

Michael)

Home: 2018

E-mail: turner.michael.17@gmail.com

Cunningham - Jones & Sons Contracting

11409 Boltomley Road Thurmont, MD 21788 Bus: (301) 898-3743 Home: 2011

Bus Fax: (301) 898-3743 E-mail: lannajones@msn.com

Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160 Wheaton, II. 60187 Bus: (312) 388-3030 Home: 2016 Mobile: (312) 388-3030

E-mail: fred.conforti@sbcglobal.net

Cunningham - Kenneth Company, The

16W064 Jeans Road Lemont, II. 60439 Bus: (630) 679-2750 Home: 2016 Mobile: (630) 514-3632 Bus Fax: (630) 325-2780 E-mail: kcoffice@aol.com

Cunningham - Massanelli Construction, Inc.

105 Bellaire Drive

Hot Springs, Arkansas 71901 Bus: (501) 318-7618 Home: 2016

Mobile: (501) 318-7618 Bus Fax: (501) 321-8083

E-mail: TMASSArelli25@yahoo.com

Cunningham - Monkebar Builders, L.L.C.

1214 Towanda Ave., Upper Level Bloomington, IL 61701

Bus: (309) 829-9111 Home: 2016

Mobile: (309) 825-9111 Bus Fax: (309) 829-5555 E-mail: monkeko@comcast.net

Cunningham - Moore Recreational Products, Inc.

PO Box 472747 Charlotte, NC 28247 Bus: (704) 905-3665 Home: 2017 Mobile: (704) 905-3665

Mobile: (704) 905-3665 Bus Fax: (704) 643-1369

E-mail: Moorerecreation@gmail.com



Cunningham - Old South Building Corp - Deeds. Rob

1622 Brandon Ave. Petersburg, Va. 23805 Bus: (804) 307-9307 Home: 2016

Mobile: (804) 307-9307 Bus Fax: (804) 733-1110 E-mail: rob@oldsouthbuild.com

Cunningham - Ozark Mountain Installations, Inc.

9706 Lawrence 2237 Monett, MO 65708 Bus: (417) 235-9475 Home: 2018

Mobile: (417) 235-9475 Bus Fax: (417) 236-0897 E-mail: j.m.pass2@yahoo.com

Cunningham - ParkScape Solutions LLC (Woods, Wayne O.)

8226C Hwy J Black, MO 63625 Bus: (573) 269-4450 Home: 2017

Mobile: (573) 701-3294

E-mail: wayne@parkscapesolutions.com

Cunningham - Play Structure Plus

364 East Main Street, Suite 172 Middletown, De. 19709 Bus: (302) 528-8791 Home: 2016

Mobile: (302) 528-8791 Bus Fax: (302) 378-0747

E-mail: markmacdonald4@verizon.net

Cunningham - Play-N-Scape, Inc.

190 Briarwod Drive Crystal Lake, IL 60014 Bus: (815) 693-2769 Home: 2016

Mobile: (815) 459-6758 Bus Fax: (815) 459-5790

E-mail: playnscape@comcast.net

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

5001 NW 10 Apt. 905 Oklahoma City, Ok. 73127 Bus: (405) 885-2015 Home: 2014

Mobile: (405) 820-8304 Bus Fax: (405) 849-2739 E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

3720 Lucky Drive Apex, N.C. 27539 Bus: (919) 329-5501 Home: 2017

Mobile: (919) 427-4685 Bus Fax: (919) 329-5503

E-mail: reeseconstruction@hotmail.com

Cunningham - RJR Enterprises, Inc.

804 N 42nd Street Rogers, AR 72756 Bus: (479) 936-1092 Mobile: (479) 621-3939 E-mail: RonBrown@nwarjr.com

Cunningham - Robert Kremers Construction

515 S. 86th Street Omaha, NE 68114 Bus: (402) 658-3357 Home: 2017

Mobile: (402) 658-3357

Bus Fax: none

E-mail: bobkremers1@aol.com

Cunningham - Triad Property Services, Inc.

962 Wiley Lewis Road Greensboro, NC 27406 Bus: (336) 378-1541 Home: 2017

Mobile: (336) 337-1930 Bus Fax: (336) 378-1541 E-mail: brentattps@triad.rr.com

Cunningham - Woods Const. Serv.

8226B Hwy. J Black, Mo. 63625 Bus: (573) 269-1113 Home: 2017

Mobile: (573) 701-3294 Bus Fax: (573) 269-1033

E-mail: wayne@woodsconstructionservices.com



Cunningham - Zogg & Associates (Zogg, **Brent)**

27610 90th Avenue Donahue, IA 52746 Bus: (563) 210-2943 Home: 2018

E-mail: zoggdesign@netins.net

Cunningham - Hyde Construction (Hyde, John)

1325 South Bates Avenue Sprinafield, IL 62704 Bus: (217) 891-4618 Home: 2018

E-mail: Backstp23@yahoo.com



Dawson, J. A.

P.O. Box 1178 Pelham, AL 35124 Bus: (205) 663-5058 Home: 2017

Mobile: (205) 368-4365 Bus Fax: (205) 663-5012

E-mail: cstruthers@jadawsonco.com

Dominca - D.W. Recreation Services, Inc. (West, Donald)

2500 NW 79th Ave. #258 Doral, FL 33122 Bus: (561) 433-4709 Home: 2017

Mobile: (561) 818-4819

E-mail: dwrecreation@bellsouth.net

Dominica - John Fitzgerald, Inc.

P.O. Box 655 Sanford, FL 32772

412 Mattie St. Sanford, FL 32773 Bus: (407) 323-8822 Home: 2018

Mobile: (407) 920-2256 Bus Fax: (407) 323-0999

E-mail: julie@fivestarinstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

1478 Highway 124 Auburn, GA 30011 Bus: (770) 421-5252 Home: 2017

Mobile: (770) 846-2120

E-mail: greg@copponexgroup.com

Dominica Recreation Products - Outdoor Construction

134 Stanley Court Sutie#E Lawrenceville, GA 30046

Bus: (770) 995-8430 Toll Free 877-995-1100

Home: 2017

Mobile: (678) 234-7489 Bus Fax: (886) 536-5244 E-mail: terry@occ-ga.com E-mail 2: occga@aol.com

Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

Suite 202 Dept 213 Fort Myers, FL 33912 Bus: (239) 284-7335 Home: 2018

E-mail: Billy@pelicanplaygroundmaintenance.com



Great West Park and Play - C S Construction (Amick, Chris)

13049 Lvnn Christi Ave Bakersfield, CA 93314 Bus: (661) 978-9748 Home: 2017

E-mail: csconstruction@bak.rr.com

Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

273 N. Benson Avenue Upland, CA 91786 Bus: (909) 949-1601 Home: 2017 Mobile: (909) 215-7439

Bus Fax: (909) 981-9368

E-mail: skammerer@calandscape.com



Great West Park and Play - Childs Play

1852 Langley Ave Irvine, CA 92614 Bus: (949) 252-1186 Home: 2017

Mobile: (714) 709-1782

E-mail: chris@childsplaygrounds.com

Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive Fullerton, Ca. 92831 Bus: (714) 871-2800 Home: 2017

Mobile: (562) 762-5147 Frank Cicero

Bus Fax: (714) 871-2801

E-mail: fcicero@ciceroengineering.com

Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

3075 Falda Road Atascadero, Ca. 93422 Bus: (805) 441-2952 Home: 2018

Mobile: (805) 441-2952

E-mail: doug@coastalparkandrec.com

Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

6625 South Valley View Blvd

Suite 212

Las Vegas, NV 89118 Bus: (702) 385-4555 Home: 2014

Mobile: (702) 286-7091 E-mail: phil@vegasexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

P.O. Box 42607

Las Vegas, Nevada 89116 Bus: (702) 271-8170

Home: 2016

Mobile: (702) 271-8170 Bus Fax: (702) 926-9685

E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

8609 Mission Blvd Riverside, CA 92509 Bus: (951) 332-2218 Home: 2018

Mobile: (951) 337-1757 Bus Fax: (951) 332-2219

E-mail: juan@evergreenenvironment.net

Great West Park and Play - Fullmer Brothers Landscape Maintenanc, Inc. (Newbold, Craig)

1825 N. 1450 W Lehi, Utah 84043 Bus: (801) 571-9899 Home: 2018

Mobile: (801) 671-6257

E-mail: craig@fullmerbrothers.com

Great West Park and Play - Garden Shop Nursery Landscaping

1978 Frazier Avenue Sparks, Nv. 89431 Bus: (775) 358-3080 Home: 2018

Mobile: (775) 221-0935 Bus Fax: (775) 358-3084 E-mail: gslmike@sbcglobal.net

Great West Park and Play - Great Western Installations - Olson, Derek

Great Western Installations

PO Box 97

Wellsville, Ut. 84339 Bus: (800) 453-2735 Home: 2017

Mobile: Steve (435) 760-5100 / Derek (858) 337-9195

Bus Fax: (435) 245-5057 E-mail: steve@gwpark.com

Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave. El Cajon, CA 92020 Bus: (619) 443-9730 Home: 2013

Bus Fax: (619) 443-9729

E-mail: info@kcequipmentinc.com

Great West Park and Play - Linnert Builders

1675 No. Shaffer St. Orange, CA 92867 Bus: (714) 974-4393 Home: 2018

Mobile: (714) 606-4951 Bus Fax: (714) 974-4393 E-mail: blinnert@socal.rr.com



Great West Park and Play - Malibu Pacific Tennis Courts, Inc.

31133 Via Colinas, Suite 107 Westlake Village, CA 91362 Bus: (818) 707-3797 Home: 2013

Mobile: (818) 991-7445 Bus Fax: (818) 706-1951 E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

1330 N. Melrosed Drive Suite F

Vista, CA 92083 Bus: 17602958645 Home: 2018 Mobile: 17604209689 Bus Fax: 17602958651

Great West Park and Play - PSI

1747 Colgate Drive Thousand Oaks, CA 91360 Bus: (805) 494-3401 Home: 2018 Mobile: (818) 618-2333

Bus Fax: (805) 494-3343 E-mail: gdonahoe@ix.netcom.com

Great West Park and Play - Quality Time Recreation

P.O. Box 471 Clearfield, Ut 84089 673 W. 1860 N. Clinton, Ut. 84015 Bus: (801) 718-5367 Home: 2018

Mobile: (801) 718-5367 Bus Fax: (801) 728-3558 E-mail: qtrec@comcast.net

Great West Park and Play - Rasco Construction, Inc.

6588 West 10900 North Highland, Utah 84043 Bus: (801) 360-1723 Home: 2018

Mobile: (801) 360-7123 Bus Fax: (801) 763-7664 E-mail: Tylertdr@yahoo.com

Great West Park and Play - Recreation Installation

1321 N. Lewis Peak Drive Ogden, Utah 84401 Bus: (801) 388-6980 Home: 2018

Bus Fax: (801) 393-2745

E-mail: julio_membreno@yahoo.com

Great West Park and Play - Zasueta Contracting, Inc.

PO Box 866

Spring Valley, CA 91976 Bus: (619) 589-0609 Home: 2016

Mobile: (619) 843-4048 Bus Fax: (619) 697-6031

E-mail: azplaygrounds@yahoo.com

Great West Park and Play -Unlimited Engineering Contracting, Inc. (Carter, Kevin)

950 Firestone Circle Simi Valley, CA 93065 Bus: (805) 587-7514 Home: 2017

Mobile: (818) 652-6922

E-mail: unlimitedengineering101@yahoo.com



IPR\$ Hawaii Sagum, Danielle

1481 S. King Street Suite 226

Honolulu, HI 96814 Bus: (808) 952-7788 Home: 2017 Mobile: (808) 679-1113

E-mail: danielle@ipr-hawaii.com



Marturano - A & H contracting

33 Fastwood Blvd Manalapan, N.J. 07726 Bus: (732) 972-0006 Home: 2015 Mobile: (732) 672-3236

Bus Fax: (732) 972-0555

E-mail: ahcontractinginc@aol.com



Marturano - AAH Constuction Corp. (Cinquemani, Led)

21-77 31st Street Suite 107 Astoria, NY 11105 Bus: (718) 267-1300 Home: 2018

Mobile: (917) 709-2021 Bus Fax: (718) 726-1474

E-mail: leoc@aahconstruction.com

Marturano - Buzz Burger Incorporated

13 Twin Pine Way Glen Mills, PA 19342 Bus: (610) 399-3035 Home: 2016

Mobile: (610) 304-9040
Bus Fax: +1 (610) 399-3375
E-mail: buzz@buzzburgerinc.com

Marturano - California Playground Builders

1490 Norman Ave. Santa Clara, Ca. 95054

Bus: (408) 748-1220 or (408) 314-3363

Home: 2013

Mobile: (408) 438-2141 Bus Fax: (408) 748-1128 E-mail: jeff@built2play.com

Marturano - Central Jersey Landscaping, Inc.

523A Chesterfield-Arneytown Road

Chesterfield, N.J. 08515 Bus: (609) 298-2450 Home: 2016

Mobile: (609) 722-2082 Bus Fax: (609) 298-2436 E-mail: Mike_CJL@Verizon.net

Marturano - CMJ Construction, Inc.

40 fenton way Bangor, ME 04401 Bus: (603) 828-5225 Home: 2018

Mobile: (603) 828-5225 Bus Fax: (207) 942-5776 E-mail: Chaddah@aol.com

Marturano - Community Playgrounds, Inc.

200 Commercial Street Vallejo, Ca. 94589 Bus: (415) 892-8100

Home: 2017

Mobile: (415) 559-8883 / 415-725-8923

Bus Fax: (415) 892-3132 E-mail: cwear@commplay.us

Marturano - Currie Grove, LLC

300 Old Reading Pike Bldg. 1, Suite 102 Stowe, Pa. 19464 Bus: (610) 970-8846 Home: 2017

Mobile: (610) 310-5926 Bus Fax: (610) 970-4719 E-mail: curriegrove@aol.com

Marturano - Dakota Excavating Contractor,

200 East Church St.
Bergenfield, NJ 07621
Bus: (201) 439-1000
Mobile: (201) 954-5301
Bus Fax: (201) 439-0444
E-mail: opiedak@aol.com

Marturano - G & G Builders

4542 Contractors Place Livermore, Ca. 94551 Bus: (925) 846-9023 Home: 2017

Mobile: (925) 570-7606 Bus Fax: (925) 846-9152

E-mail: gcallahan@ggbuildersinc.com

Marturano - Harris Fence Corp. (Harris, Jim)

4492 Route 130 Burlington, NJ 08016 Bus: (609) 387-4050 Home: 2017

Mobile: (609) 517-7613 E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road

Huntington Station, N.Y. 11746

Bus: (631) 271-1963 Home: 2016

Mobile: (516) 864-1522 Bus Fax: (631) 271-1975

E-mail: jhines@horizonconceptsinc.net

Marturano - Kamback Bros. LLC (Kamback, Greg)

54 E. Lagoona Drive Brick, NJ 08723 Bus: (732) 558-3868 Home: 2017

Mobile: (732) 558-3868 Bus Fax: (732) 477-0046

E-mail: gregKamback@comcast.net



Marturano - Kel-Tech Construction, Inc. - Kelleher, Vincent

12-11 Redfern Ave. Queens, N.Y. 11691 Bus: (718) 383-3353 Home: 2017

Mobile: (917) 682-3988 Bus Fax: (718) 337-3360

E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road Warwick, N.Y. 10990 Bus: (800) 851-7748 Home: 2016

Mobile: (845) 742-1745 E-mail: cs@kidzzplay.com

Marturano - Lobo Construction Services, Inc.

250 Orchard Road East Patchoeve, NY 11772 Bus: (631) 286-6184 Home: 2018

Mobile: (E16)

Mobile: (516) 807-8462 Bus Fax: (631) 286-6194

E-mail: loboservices@yahoo.com

Marturano - M & M Site Improvement, Inc. (Mcpherson, Robert)

53 Gladstone Road New Rochelle, NY 10805 Bus: (917) 679-1012 Home: 2018

Bus Fax: (914) 813-8639 E-mail: rem129@aol.com

Marturano - Marrs Playground Installation, Co.

16860 Paula Road Madem, Ca. 93636

P.O. Box 318 Friant, Ca. 93626 Bus: (559) 479-8490 Home: 2017

Mobile: (559) 930-1700 Bus Fax: (559) 479-8490

E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road Mamaroneck, NY 10543 Bus: (914) 698-5024 Home: 2017

Mobile: (914) 403-4346 Bus Fax: (914) 698-6746 E-mail: acorsetti@prodigy.net

Marturano - Performance Flooring Systems (Melville, Garth)

289 Milton Road Rye, NY 10580 Bus: (917) 930-1521 Home: 2018 Mobile: (917) 930-1521

E-mail: garth@sportcourtventures.com

Marturano - Picerno-Giordano Construction, LLC (Richard Picerno)

200 Market Street Kenilworth, NJ 07033 Bus: (908) 241-4331 Home: 2017 Mobile: (908) 296-0505

Bus Fax: (908) 241-7854

E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive Santa Clara, CA 95050 Bus: (408) 244-9848 Home: 2016

Mobile: (408) 639-4565 Bus Fax: (408) 330-9256

E-mail: mikea@playgroundsunlimited.net

Marturano - Rubberecycle, LLC. - Gates, Brian

P.O. Box 106 Springlake, N.J. 07762

Bus: (800) 922-0070

Home: 2014 Mobile: (732) 433-6121

Bus Fax: (732) 947-0226 E-mail: bgates@mrcrec.com

Marturano - Scott Construction of Rochester, Inc.

23 Wells Street Rochester, NY 14611 Bus: (585) 370-6331 Home: 2018

Mobile: (585) 370-6331 Bus Fax: (585) 325-2893

E-mail: mscott1299@hotmail.com



Marturano - Shawn T. Gardner Builders

2882 Robert Court Redding, CA 96002 Bus: (530) 222-2771 Home: 2015

Mobile: (530) 945-2041 Bus Fax: (530) 222-3269

E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road Edison, NJ 08817 P.O. Box 1096 Edison, N.J. 08817 Bus: (732) 287-5544 Home: 2018

Mobile: (732) 921-0780 Bus Fax: (732) 287-8978

E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave, Staten Island, NY 10305 Bus: (718) 415-4555 Home: 2018 Mobile: (917) 577-8274

Bus Fax: (718) 442-2567

E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street East Orange, NJ 07017 Bus: (973) 674-9191 Home: 2011

Bus Fax: (973) 674-2834 E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd Gasport, NY 14067 Home: 2018

Mobile: (716) 913-5957 E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street. P.O. Box 110

Port Monmouth, NJ 07758 Bus: (732) 495-3715

Home: 2017

Mobile: (732) 496-5706 Bus Fax: (732) 495-6133

E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.

Petaluma, CA 94954

P.O. Box 5207 Petaluma, CA 94955 Bus: (707) 763-6210 Home: 2017

Mobile: (707) 696-7734 Bus Fax: (707) 658-2513 E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle Zimmerman, MN 55398 Bus: (763) 856-5293 Home: 2018

Mobile: (763) 244-0188 Bus Fax: (763) 856-0536 E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432 Lakeville, MN 55044 Bus: (952) 469-3439 Bus Fax: (952) 469-3430

E-mail: scssafetup@frontiernet.net



Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd. Noblesville, In. 46062 Bus: (317) 694-4373 Home: 2016

Mobile: (317) 694-4373 Bus Fax: (317) 770-7482

E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127 Brighton, MI 48116

1019Victory Drive Howell, Mi. 48843 Bus: (517) 545-7122 Home: 2016

Mobile: (313) 806-8406 Bus Fax: (517) 545-7144 E-mail: craig@buildingfun.com

S

Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd

Suite 40 B

Holland, MI 49424 Bus: (616) 218-1053

Home: 2011

Mobile: (616) 218-1053 Bus Fax: (616) 994-0345 E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus. Inc.

60-B W.Terra Cotta Avenue #185

Crystal Lake, IL 60014 Bus: (815) 479-7220 Home: 2017

Bus Fax: (815) 479-7221 E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road Milford, Mi. 48380-1920 Bus: (989) 233-3210

Home: 2018

Mobile: (989) 233-3210 E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W. Tumwater, Wa. 98512 Bus: (360) 556-3552

Home: 2018

Mobile: (360) 556-3544 E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue Portland, OR 97219 Bus: (503) 452-4268 Home: 2018

Mobile: (503) 803-4802 Bus Fax: (503) 245-4872 E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893 Ravensdale, Wa. 98051 Bus: (206) 730-8901

Home: 2017 Mobile: (206) 730-8901

Bus Fax: (425) 413-2533 E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807 Ashton,ID 83420 Bus: (208) 652-3284 Home: 2016

Mobile: (208) 521-0161 Bus Fax: (208) 652-3285

E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.

Portland, OR 97206 Bus: (503) 788-4002 Home: 2018

Mobile: (503) 572-8248 Bus Fax: (503) 788-4003

E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803 Battleground, WA 98604 Bus: (360) 666-9276 Home: 2018

E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller Spokane, WA 99205-7509 Bus: (509) 326-4907 Home: 2015

Mobile: (509) 993-2840 Bus Fax: (509) 326-4907 E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10

Carbonado, WA 98323 Bus: (360) 829-2300

Home: 2018

Mobile: (253) 350-7449 Bus Fax: (360) 829-2700 E-mail: wendy@rrconinc.com



Total Recreation - Barcon Construction

143 EL Cerrito Circle San Antonio, TX 78232 Bus: (210) 867-2278 Home: 2019

Mobile: (210) 867-2278 Bus Fax: (210) 867-9500

E-mail: bpasini_barcon@yahoo.com



Total Recreation - Cross Country

3804 Simmons Creek Lane Flower Mound, Tx. 75022-5495

Bus: (972) 355-8580 Home: 2018

Mobile: (972) 768-1713 Bus Fax: (972) 355-2902

E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive Conroe, TX 77304 Bus: (936) 522-8522 Home: 2018

Mobile: (936) 522-8522 E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane Chatham, La. 71226 Bus: (318) 249-2016 Home: 2018

Mobile: (832) 202-9838 E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent -Liles, Mike Garvin / Jeff

10252 Mustang Run Forney, Tx. 75126 Bus: (214) 704-2115 Home: 2017

Mobile: (214) 704-2115 Bus Fax: (972) 564-5755 E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street Denham Springs, La. 70726 Bus: (225) 667-3062

Home: 2017

Mobile: (225) 937-0791 Bus Fax: (225) 667-3035 E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista Austin, Tx. 78736 Bus: (512) 300-3636 Home: 2017

Mobile: (512) 300-3636 Bus Fax: (512) 692-2947

E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd Conroe, Tx. 77304 Bus: (936) 443-7235 Home: 2018

Mobile: (936) 443-7235 Bus Fax: (936) 441-3341

E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376 Amarillo, TX 79159 Bus: (806) 358-4222 Home: 2016

Mobile: (806) 674-2810 Bus Fax: (806) 358-4222 E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane Flower Mound, TX 75022-5495

Bus: (972) 355-8580 Home: 2018

Mobile: (972) 768-1719 Bus Fax: (972) 355-2902

E-mail: simmons.buildersgc@gmail.com E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon Porter, TX 77365 Bus: (281) 354-1934 Home: 2018

Mobile: (281) 435-8004 Bus Fax: (501) 204-4034 E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street Deming, NM. 88030 Bus: (575) 494-5788 Home: 2018

Mobile: (575) 494-5788 E-mail: kris@lecklandscape.com



Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359 Peralta, NM 87042 Bus: (505) 865-3900 Home: 2018

Mobile: (505) 228-1130 Bus Fax: (505) 865-3922

E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD San Tan Valley, AZ 85143 Bus: (520) 429-5245 Home: 2018

Mobile: (520) 429-5245 Bus Fax: (520) 529-1301 E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St. Paskes, CO 80134 Bus: (303) 805-8992 Home: 2014

Mobile: (303) 324-7900 Bus Fax: (303) 805-8991 E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200 Erie, Co. 80516 Bus: (720) 323-8845 Home: 2017

Mobile: (720) 323-8845 Bus Fax: (303) 833-4460

E-mail: blake@irwin-companies.com



WI Playground - Captured Live

12 Narhaniel Chrichlow Drive

Valsayn Trinida

Bus: (868) 689-9896 Home: 2018

Mobile: (868) 689-9896

E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE Minerva, Oh. 44657 Bus: (330) 495-8590 Home: 2017

Mobile: (330) 495-8590 Bus Fax: (330) 821-4505 E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane Cincinnati, Ohio 45239 Bus: (513) 923-2333 Home: 2017

Mobile: (513) 236-6906 Bus Fax: (513) 923-2444

E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56 Miamitown, OH 45041 Bus: (513) 353-4760 Home: 2017

Mobile: (513) 659-9702 Bus Fax: (513) 738-0684 E-mail: toddschunk@yahoo.com

EXHIBIT D FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

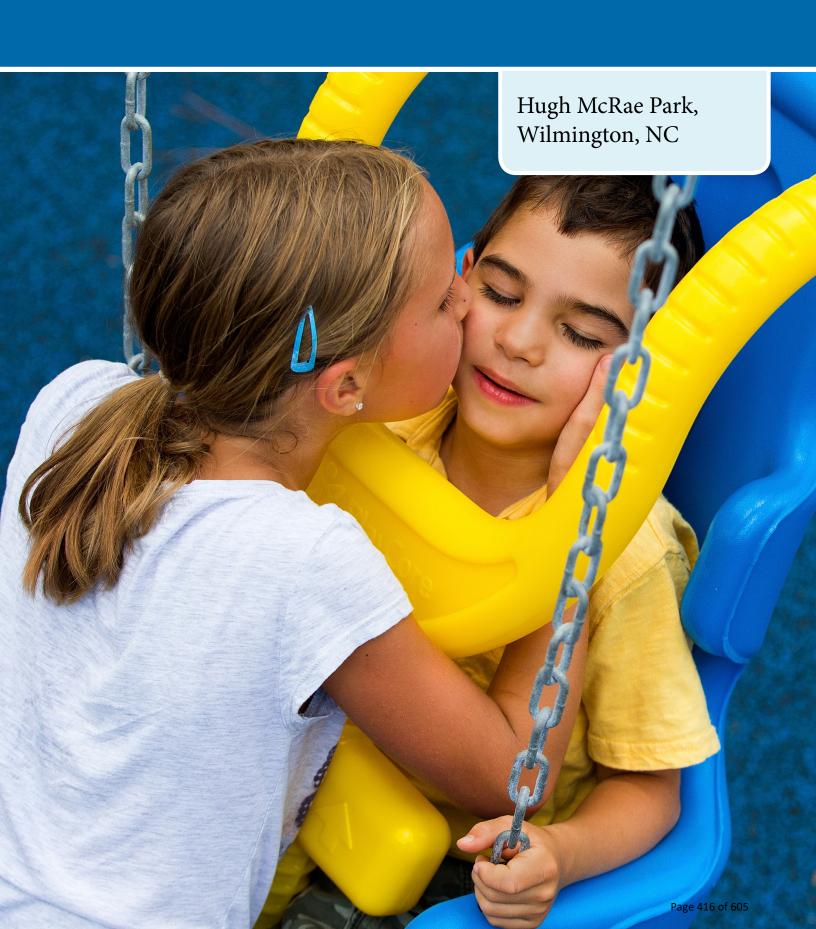


EXHIBIT E PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



GameTime Division PlayCore Wisconsin, Inc. 150 PlayCore Drive, S.E. Fort Payne, Alabama 35967 Telephone: 256/845-5610



REQUEST FOR PROPOSAL 269-2017-028 SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UlraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE Fort Payne, Alabama 35967 Telephone: 256/845-5610 Facsimile: 256/845-9361

Email: service@gametime.com



GAMETIME® WARRANTIES

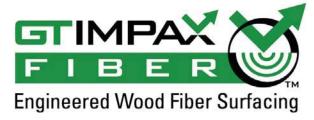
GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape[®], PrimeTime[®], Xscape[®] & IONiX[®] uprights.
- Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ▼ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ▼ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ▼ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ▼ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ▼ Ten-Year limited warranty on site furnishings.
- ▼ Ten-Year limited warranty on integrated GTShade® products.
- ▼ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ▼ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

GTW160101 Page 1



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

- 1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
- 2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime P.O. Box 680121, Fort Payne, AL 35968 800-235-2440



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss. Warrantor: GameTime P.O. Box 680121, Fort Payne, AL 35968 800-235-2440
Order number:
Name of project:
Customer:
Location:
Date of Installation:
Representative:



10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

• This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

• Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

A warranty claim should be made directly to the Seller. All claim submittals will require the
following information. Please provide a description of the claim defect and the date the defect was
discovered, a photographic image if image (if applicable) of the claim defect, the date of the original
installation, the project name and your name, address and phone numbers. The Seller will provide
notification of any additional information and physical evidence that may be required to process your
claim.

Warranty Coverage Schedule

• The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible	
0-6	100%	
More than 6, less than 7	60%	
More than 7, less than 8	40%	
More than 8, less than 9	30%	
More than 9, less than 10	20%	

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to 2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.



Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:	
Name of project:	
Customer:	
Location:	
Date of installation:	
Representative:	Date

Turf Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

<u>Synthetic Grass:</u> consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf TM synthetic turf or equivalent).

<u>Pad Underlayment System A:</u> consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf TM Pad or equivalent.

<u>Pad Underlayment System B:</u> consisting of 50% recycled tire buffings / 50% recycled $\frac{1}{4}$ " – $\frac{1}{2}$ " (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf TM Infill or equivalent.

Quality Assurance and Compliance Details:

<u>Impact Attenuation – ASTM F1292-04:</u> Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC).

<u>Accessibility of Surface Systems – ASTM F1951-08</u>: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

<u>Flammability of Finished Floor cover – ASTM D2859</u>: Product shall meet requirements of ASTM D2859.

<u>IPEMA Certification</u>: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

<u>General</u>: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

<u>Verification Samples</u>: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

<u>Quality Assurance/Control Submittals</u>: Submit the following: Certificate of qualifications of the playground surfacing installer.

<u>Closeout Submittals</u>: Submit the following: Warranty documents specified herein.

PART 2 - MATERIAL DATA:

Synthetic Grass: 1 3/4 inch GT Impax Turf TM from Gametime or approved equal

Face Weight:

- GT Impax Turf TM 50 oz/sy
- GT Impax Turf TM Elite 80 oz/sy

Face Yarn Type: Polyethylene

<u>Yarn Size</u>: 4200/9000

Pile Height:

- GT Impax Turf TM 1 3/4 inches
- GT Impax Turf TM Elite 1 3/4 inches

Color: Blend

Construction: Broadloom tufted Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

• GT Impax Turf TM 69.7 oz/sy

• GT Impax TurfTM 99.7oz/sy

Finished Roll Width" 15 feet

PART 2 - MATERIAL DATA (Continued):

<u>Pad Underlayment System A</u>: GT Impax Turf TM Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

<u>Foam Type</u>: Polyethylene – polyolefin

Bulk Density: 4.0-6.0 lb/cu ft

Effective Size: 24 sq ft (net coverage)

Tensile Strength: 80 - 120 psi

<u>Pad Underlayment System B</u>: 50% recycled tire buffings / 50% recycled $\frac{1}{4}$ " – $\frac{1}{2}$ " (inch) chunk rubber mixed with a urethane binder (min. 10%).

<u>Synthetic Grass Infill</u>: GT Impax Turf TM infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs

Curvature: .65

Specific Gravity: 2.65 g/cm3

Bulk Density: 92-95 lb/cu ft

Uniform coefficient: 1.00 to 1.40

Effective Size: .90 - .95 mm

Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12" wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 - SUB-BASE TYPES AND DETAILS

<u>Sub-base Requirements</u> - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

Depth: 4 inch minimum thickness.

Slope: Stone elevation shall maintain 1/4" per foot toward low end. Base course shall maintain porosity for direct drainage. Porosity: Stone base course must be surrounded by a retaining curb. Enclosure: Drainage:

Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.

¹/₄" in any 10-foot direction and 1/8" in any 3-foot Tolerances:

direction.

It is critical that different size stones are used so that the Stone Selection:

> base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper

blending.

Stone Graduation	U.S. Sieve 1"	Percent Passing 100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 20	00 2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

4 inch minimum thickness. Depth:

Slope: Concrete or asphalt shall maintain 1/4" per foot.

Tolerance: Concrete must maintain a tolerance of 1/8" in 10 ft. to

avoid low areas that will hold water under the turf

PART 4 - SITE PREPARATION AND REQUIREMENTS

<u>Drainage</u> – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

<u>Utilities & Access</u> – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

<u>General</u>: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ³/₄" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

<u>Infill</u>: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf TM infill approximately 3 to 4 pounds per square foot.

*(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)

<u>Anchoring/Edging</u>: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime Customer Service P. O. Box 680121 Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653

Email: service@gametime.com
See GameTime on the web at www.gametime.com

Enriching Childhood Through Play.	

BigToys & EarlyWorks Environments Limited Warranty

2017





LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware again rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

BigToys & EarlyWorks Environments Limited Warranty | 2017

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

BigToys & EarlyWorks Environments Limited Warranty

2017

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the <u>BigToys Maintenance Manual</u>.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys Customer Service P.O. Box 680121 Fort Payne, AL 35968

Or Contact you local Representative at USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com









MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

- 1. Scoreboard Warranty Coverage
 - a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
 - b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
 - c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.
- 2. Controller Warranty Coverage
 - a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
 - b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- 3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.

c. Disclaimer

i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16









WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero 504 Malcolm Ave SE Suite 100 Minneapolis, MN 55414 Toll free 888-337-6729 www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

Everlast Climbing Industries, Inc., 1335 Mendota Heights Road, Mendota Heights, MN 55120 Phone: (651) 665-9131 Toll Free: (800) 476-7366

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity:	
Purchase Date:	

^{*} Keep this document for your records and proof of warranty.



NR - SERIES - ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts: 3" x 2"x 3/16" min. (Row 2)

1 3/4" x 1 3/4" x 3/16" min. (All other rows)

Foot Brackets: 2" x 2" x 3/16" min.

Crossbracing: 1 1/2" x 1 1/2" x 3/16" min.

Bottom Runners: 2" x 2" x 3/16" min.

<u>DIMENSIONS</u>: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

<u>WARRANTY</u>: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident. Scratches on paint, aluminum, or any finishes. Cosmetic issues or wear and tear from normal use.







Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: **bleachers.net**









A PLAYCORE Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free (888)-568-9064 Fax (260)-482-7449

E-mail: sales@bleachers.net Online: www.bleachers.net



Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics® 7100 Spectrum Lane Missoula, MT 59808 info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.





UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or work-manship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems Customer Service 1675 Locust Street Red Bud, IL 62278

Or Contact a Customer Service Representative at: 1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase:	
Purchaser:	
UltraPlay Invoice Number:	
	Authorized UltraPlay Signature
	Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: ShadesureTM fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warranties its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltaShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St. Red Bud, IL 62278 800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service 1675 Locust St. Red Bud, IL 62278 800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase:	
Purchaser:	
UltraSite Invoice Number:	
	Authorized UltraSite Signature
	Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey[™] play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and

Multifamily Residential Use Outdoor Play

Areas.

ASTM F2075 Standard Specifications for Engineered Wood

Fiber for Use as a Playground Safety Surface

and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 **Replacement Parts.**

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 **Surfacing Material**.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 **Design.**

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 **Project Management**.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 **Safety.**

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

- 1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- 2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
- 3. Availability of replacement parts.
- 4. Life expectancy of equipment under normal use.
- 5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

- 1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
- 2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
- 3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
- 4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
- 5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
- 6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 **Optional Work.**

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 **Performance Bond.**

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 **Pricing.**

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

- **4.19.1 Volume Discounts**: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.
- **4.19.2 Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) <u>sample playground designs included</u> in Section 6, Form 4:

- 1. Cost breakdown of all components using proposed discounts and list prices:
- 2. Manufacturer Price List ID
- 3. Three dimensional drawings
- 4. Number of kids that can use the playground;
- 5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
- 6. Play Structure Size
- 7. Deck Sizes
- 8. Diameter of Uprights
- 9. Color options
- 10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

- 1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
- 2. Additional costs for expedited deliveries may be added.
- 3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Contract#:2017001134 Amendment#: 1 Vendor#: 121531

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates unit price adjustments as specified in Exhibit A (attached) and becomes effective on January 1, 2018.
- 4. This First Amendment incorporates freight rate adjustments as specified in Exhibit D (attached) and becomes effective on January 1, 2018.
- Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#:2017001134 Amendment#: 1 Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore W	isconsin, Inc. d/b/a GameTime	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE OFFICE/DEPARTMENT/DIVISION
BY: ①c (signature)	and the same	BY: and huny (signature)
PRINT NAM	IE: Donald R. King	PRINT NAME: Kondy Harrington
TITLE:	Director of Sales Administration	TITLE:
DATE:	December 20, 2017	DATE:
		CITY OF CHARLOTTE: INSURANCE AND RISK MANAGEMENT BY: (signature) PRINT NAME: Mr. Slee (7.650n)
		TITLE: Insurance Manager
		DATE: 12/01/17

Contract#:2017001134 Amendment#: 2 Vendor#: 121531

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 3rd day of May 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Second Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.6 percent (3.6%) due to increased tariffs on steel and aluminum imports shall become effective on all future Company orders as of May 3, 2018.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

GameTime 2017001134-2

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE OFFICE/DEPARTMENT/DIVISION
BY: Der all (signature)	BY:(auslf/ - Muni/U
PRINT NAME: Donald R. King	PRINT NAME: Kandy Hurrington
TITLE: Director of Sales Administration	TITLE:CFO
DATE: April 3, 2018	DATE: 4/4/18
	CITY OF CHARLOTTE: INSURANCE AND PISK MANAGEMENT
	BY: (signature)
	PRINT NAME: Christee GIUSON
	TITLE: JAS NIGY
	DATE: 4/4/18

Exhibit A

Price Adjustments Due to Steel and Aluminum Tariffs

GameTime 2017001134-2

1.0	Park and Playground Equipment		% of Change
1.1	GameTime Play Equipment (see	Playground Equipment Ages 2 - 12 Years	3.6%
1.2	BigToys Play Equipment	EarlyWorks (6 months) & beyond	3.0%
1.3	Harmony Park Freenotes	Musical Instruments	0.0%
1.4	Snug	Early Childhood Play Equipment	0.0%
1.5	UltraPlay	Play Equipment	0.0%
1.6	UltraPlay - Discovery Centers	Play Equipment	0.0%
1.7	UltraPlay - Early Play	Early Childhood Play Equipment	0.0%
1.8	UltraPlay - NatureRocks	Climbing Rocks	0.0%
2.0	Outdoor Fitness Equipment		
2.1	GameTime Fitness	Youth & Adult Fitness Apparatus	3.6%
2.2		WaterFit Fitness Equipment	0.0%
2.3	Colorado Time Systems	Aquadic Timing Systems	0.0%
2.4		Track Timing Systems	0.0%
2.5	Everlast	Climbing Walls	0.0%
2.6	Power Systems	Fitness Accessories	0.0%
3.0	Site Accessories		
3.1	GameTime	Park and Site Furnishings	3.6%
3.2	Colorado Time Systems	Scoreboards	0.0%
3.3	Dero	Bike Storage	2.0%
3.4	GT Grandstands	Grandstands	3.0%
3.5	NRS	Bleachers	3.0%
3.6	GTShade	Shade Structures	3.6%
3.7	UltraSheiter	Shelter Structures	0.0%
3.8	UltraSite	Site Furnishings & Accessories	0.0%
4.0	Surfacing Materials		
4.1		Engineered Wood Fiber	0.0%
1.2		Recycled Materials (Shredded)	0.0%
1.3		Recycled Rubber Tiles	0.0%
1.4	GameTime GTImpax Safety	Poured-In-Place & Bonded Rubber	0.0%
1.5		Artifical Turf	0.0%
1.6		LifeFloor Safety Surfacing for Wet Floors	0.0%
1.7		Surfacing Accessories	0.0%
5.0	Related Products		
5.1	Spectrum	Pool Lifts & Aquatic Components	0.0%
5.2	Spohn Ranch	Skate Parks	0.0%
5.3	The Fountain People	Architectural Fountains	0.0%
5.4	UltraSite - BarkPark	Dog Parks	0.0%
5.5	Water Odyssey	Water Parks	0.0%
î.0	<u>Support Services</u>		
5.1	GameTime Sales Agencies	Design & Project Management	0.0%
5.2	GameTime Sales Agencies	Installation, Sitework, Layout, Repair,	0.0%
	_	Maintenance, Removal, Disposal	U.U%
5.3	Playground Guardian	Safety Audits & Inspections	0.0%

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of September 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Third Amendment incorporates Federal Contract Terms and Conditions as Exhibit H and attached hereto, due to new laws and requirements, effective July 1, 2018.
- Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

GameTime 2017001134-3 September 1, 2018

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

BY: Down (signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: August 17, 2018

CITY OF CHARLOTTE: CITY MANAGER'S OFFICE OFFICE/DEPARTMENT/DIVISION

BY: _____

PRINT NAME:

TITLE: Assistant City Manag

DATE: 0/4/18

CITY OF CHARLOTTE:

INSURANCE AND RISK MANAGEMENT

BY: (signature)

PRINT NAME

TITLE: Insurance

DATE:

GameTime 2017001134-3

Exhibit H

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Agreement to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

- 1. Debarment and Suspension. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
- 2. Record Retention. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 3. Procurement of Recovered Materials. The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Clean Air Act and Federal Water Pollution Control Act. Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
- 5. **Energy Efficiency**. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

GameTime 2017001134-3 September 1, 2018

- 6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
- 8. Right to Inventions. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 9. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
- 10. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

GameTime 2017001134-3 September 1, 2018

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. Equal Employment Opportunity. In its performance under the Contract, Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fourth Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.1 percent (3.1%) as specified in Exhibit A and shall become effective on January 1, 2019.
- 4. This Fourth Amendment incorporates freight rate adjustments as specified in Exhibit D and becomes effective on January 1, 2019.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

GameTime 2017001134-4 January 1, 2019

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime CITY OF CHARLOTTE: CITY MANAGER'S OFFICE OFFICE/DEPARTMENT BY: (signature) (signature) PRINT NAME: Donald R. King TITLE: <u>Director of Sales Administration</u> DATE: December 4, 2018 DATE: **CITY OF CHARLOTTE:** INSURANCE AND RISK MANAGEMENT BY: (signature) **PRINT NAME** DATE:

Exhibit A

Price Adjustments

GameTime 2017001134-4

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of April 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fifth Amendment incorporates new products and pricing as specified in Exhibit A (attached).
- Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

GameTime 2017001134-5

April 1, 2019

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Exhibit A

Revised 2019 Product and Price List #1904

GameTime 2017001134-5

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2020 by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The City of Charlotte and the Company agreed to amend the contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

<u>AGREEMENT</u>

- 1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
- Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Sixth Amendment incorporates price adjustments for an aggregate increase of 3.2% as specified in Exhibit A.
- This Sixth Amendment incorporates freight rate adjustments as specified in Exhibit D.
- Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

GameTime 2017001134-6 January 1, 2020

6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

GameTime 2017001134-6 January 1, 2020

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

(signature)

PRINT NAME: Robert V. Barron

TITLE: Senior Vice President of Sales

DATE: 12/9/2019

CITY OF CHARLOTTE:

BY: _______

PRINT NAME:

TITLE: Cheaf Prixueomi

DATE: 12/10/2019

Exhibit A Revised 2020 Price List

GameTime 2017001134-6 January 1, 2020

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 1st of January 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties now desire to amend the Contract to incorporate new products, price adjustments, freight rate adjustments, and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
- 2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Seventh Amendment incorporates new products and price adjustments for an aggregate increase of 2.5% due to escalation in annual wage, operating overhead, and overall material costs including steel, aluminum, plastic resin, and fasteners as specified in Exhibit A.

- 4. This Seventh Amendment incorporates freight rate adjustments as specified in Exhibit D.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventh Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. DBA GAMETIME	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE		
BY: limt letter (signature)	BY:		
PRINT NAME: Clint Whiteside	PRINT NAME:		
TITLE: Sales Administration	TITLE:		
DATE: 12/14/2020	DATE:		



Digital Contract Routing Form Non-Encumbered

December 22, 2020

Date Submitted:

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2017001134 Amendment #: 7

Contract Name: Playground and Outdoor Fitness Equip., Site Accessories, Surfacing, & Products / Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

Victoria O. Tohnson

Page 490 of 605

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 16th of March 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eighth Amendment by reference.

- 2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The City consents to allow the Company to add a material surcharge for all Products offered in the 2021 GameTime OMNIA Partners Master Price List MPL21A, due to escalation in material costs. This surcharge makes the pricing more than the pricing originally allowed in the current year of the Contract.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eighth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. DBA GAMETIME	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY:	BY:(signature)
	(Signature)
PRINT NAME: Clint Whiteside	PRINT NAME:
TITLE: Manager of Sales Operations	TITLE:
DATE:3/8/2021	DATE:



Digital Contract Routing Form

Date Submitted: March 18, 2021

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134 Amendment #:8

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Serv

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

Victoria O. Johnson

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 17th of May 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a
- J. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.

- 2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The City consents to allow the Company to add a for all Products offered in the 2021 GameTime OMNLA Partners Master Price List MPL21A, except for surfacing products and surfacing accessories,
- 4. Exhibit H of the Contract ("Federal Contract Terms and Conditions) is hereby appended as follows:
 - 12. Domestic (U.S.) Procurement Preference. Playcore Wisconsin, Inc. dba GameTime should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Ninth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. DBA GAMETIME	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY:	BY:(signature)
PRINT NAME: Clint Whiteside	PRINT NAME:
TITLE: _ Manager of Sales Operations	TITLE:
DATE: 5/7/2021	DATE:



Digital Contract Routing Form

Date Submitted: May 25, 2021

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134 Amendment #:9

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products a

Contract Name:

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

a6d96b831

Victoria O. Tohnson

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Tenth Amendment") is made and entered into this 14th of July 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate material surcharge.
- K. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Tenth Amendment by reference.
- 2. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The City consents to allow the Company to add the 2021 GameTime OMNIA Partners Master Price List MPL21A due to escalation in material

costs. This surcharge is in addition to two previous material surcharges that were added by previous amendments. The total surcharge is not to excee more than the pricing originally allowed in the current year of the Contract.

- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Tenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.	CITY OF CHARLOTTE:		
DBA GAMETIME	CITY MANAGER'S OFFICE		
BY: Chil Will	BY:		
(signature)	(signature)		
PRINT NAME: Clint Whiteside	PRINT NAME:		
TITLE: Manager of Sales Operations	TITLE:		
DATE: 7/12/2021	DATE:		



Digital Contract Routing Form Non-Encumbered

Date Submitted: July 28, 2021

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134 Amendment #: 10

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Contract Name:

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

Brent Cagle



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400	CONTACT Brenda Young-Epps	
	PHONE (A/G, No, Ext): (404) 995 3074 FAX (A/C, No):	
	E-MAIL brenda.youngepps@marsh.com	
Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321	INSURER(S) AFFORDING COVERAGE	NAIC#
Attn: Attanta.CertRequest@maistr.com/ Pax. 212-940-4321 CN102326389-CAS-GAUWX-20-21	INSURER A : Evanston Insurance Company	35378
NSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	INSURER B: Travelers Property Casualty Company Of America	25674
	INSURER C : ACE Property And Casualty Ins Co	20699
	INSURER D: The Travelers Indemnity Company of America	25666
	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445
	INSURER F : Travelers Casualty And Surety Company	19038

COVERAGES CERTIFICATE NUMBER: ATL-004719473-16 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

R			ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X	COMMERCIAL GENERAL LIABILITY		MKLV2PBC000784	08/01/2020	08/01/2021	EACH OCCURRENCE	\$	2,000,00
1		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,00
1	X	SIR \$250,000 Per Occ.					MED EXP (Any one person)	\$	EXCLUDE
1							PERSONAL & ADV INJURY	\$	2,000,00
1	GEN	'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	4,000,00
1		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	s	4,000,000
1		OTHER:					POLICY AGGREGATE	\$	10,000,000
3	AUT	OMOBILE LIABILITY		TJ-CAP-9D897065TIL-20	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
1	X	ANY AUTO					BODILY INJURY (Per person)	\$	
1	OWNED SCHEDULED					BODILY INJURY (Per accident)	\$		
	AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
		ACTOS ONE!					Comp./Coll. Ded.: \$1,000	\$	
C	X	UMBRELLA LIAB X OCCUR		XOOG71549501 002	08/01/2020	08/01/2021	EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	10,000,000
		DED X RETENTION \$ 25,000						\$	
В		RKERS COMPENSATION		UB-2N106953-20-51-R	08/01/2020	08/01/2021	X PER OTH-		
D	AN	PROPRIETOR/PARTNER/EXECUTIVE Y/N		UB-2N159031-20-51-K	08/01/2020	08/01/2021	E.L. EACH ACCIDENT	s	1,000,000
F	F OFFICER/MEMBEREXCLUDED? N N/A	N/A	UB-7J602089-20-14-G	08/01/2020	08/01/2021	E.L. DISEASE - EA EMPLOYEE	S	1,000,000	
	If ye	es, describe under SCRIPTION OF OPERATIONS below		(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	S	1,000,000
E		ess Umbrella		BE 016159343	08/01/2020	08/01/2021	Each Occurrence		15,000,000
							Aggregate		15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract 2017001134 à 6° Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services
City of Charlotte, its officers, officials, agents and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via CG 2010, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Charlotte 600 East Fourth Street Charlotte, NC 28202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
	Manashi Mukherjee Manashi Mukherjee
	0.4000.0044.00000.00000

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

			NAMED INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE		
		Fort Payne, AL 35967			
		NAIC CODE			
CARRIER			EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers" Compensation (Continued):

UB-2N106953-20-51-R (AZ, FL, OR, WI)

UB-2N159031-20-51-K (AK AL CO GA IA IL IN KS KY MD MI MN MO MT NC ND NE NV NY OH OK PA PR SC TN TX UT VA WA WY)

UB-7J602089-20-14-G (AZ CA CO CT FL GA ID IL IN KS MD MI MN MO MT NC NH NJ NM NV NY OK OR PA SC TN TX WV)

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

POLICY NUMBER: MKLV2PBC000784

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Location(s) Of Covered Operations
All locations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Contract#: 2017001134 Amendment#: 11 Vendor#: 121531

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 1st of December 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a _____% material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a % material surcharge.
- L. The parties now desire to amend the Contract to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule and certain other changes.

Contract#: 2017001134 Amendment#: 11 Vendor#: 121531

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
- 2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety to the adjustments in the 2022 Master Price List which are attached hereto as Exhibit A.1.
- 4. The Freight Rate Schedules in Exhibit D of the Contract is hereby replaced in its entirety to the adjustments in the 2022 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
- 5. Section 34 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:
 - **REQUIRED BY CITY ORDINANCE:** COMMERCIAL NON-DISCRIMINATION. Playcore Wisconsin, Inc. dba GameTime agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at http://library.municode.com/index.aspx?clientId=19970 and incorporated herein by reference. Playcore Wisconsin, Inc. dba GameTime consents to be bound by the award of any arbitration conducted thereunder."
- 6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134 Amendment#: 11 Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. DBA GAMETIME	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY: (signature)	BY:
PRINT NAME: Clint Whiteside	PRINT NAME:
TITLE: Manager of Sales Operations	TITLE:
DATE: 11/30/2021	DATE:



Digital Contract Routing Form Non-Encumbered

Date Submitted: December 13, 2021

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134 Amendment #: 11

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Contract Name:

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

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Contract#: 2017001134 Amendment#: 12 Vendor#: 121531

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Twelfth Amendment") is made and entered into this 1st of July 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a \textstyle \% material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a % material surcharge.
- L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.
- M. The parties now desire to amend the Contract to [extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

Contract#: 2017001134 Amendment#: 12 Vendor#: 121531

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Twelfth Amendment by reference.
- 2. Defined terms used in this Twelfth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Twelfth Amendment extends the Term of the Contract by the first of two (2) two-year renewal terms to expire on June 30, 2024.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134 Amendment#: 12 Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Twelfth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. DBA GAMETIME	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY: Child While	BY:
(signature)	(signature)
PRINT NAME: Clint Whiteside	PRINT NAME:
TITLE: Manager of Sales Operations	TITLE:
DATE: 4/12/2022	DATE:



Digital Contract Routing Form Non-Encumbered

Date Submitted: April 21, 2022

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134 Amendment #: 12

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Contract Name:

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

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STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Thirteenth Amendment") is made and entered into this 5th of December 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a % material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a _____% material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a % material surcharge.
- L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.

- M. The parties amended the Contract on July 1, 2022 to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties now desire to amend the Contract to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Thirteenth Amendment by reference.
- 2. Defined terms used in this Thirteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2023 Master Price List which are attached hereto as Exhibit A.1.
- 4. The National Network of Distributors is hereby replaced in its entirety and is attached as Exhibit C.1.
- 5. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2023 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
- 6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134 Amendment#: 13 Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Thirteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC. DBA GAMETIME:	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE
BY: Child Wall	BY:
(signature)	(signature)
PRINT NAME: Clint Whiteside	PRINT NAME:
TITLE: Director of Sales	
DATE: 11/22/2022	DATE:



Digital Contract Routing Form Non-Encumbered

Date Submitted: December 02, 2022

Submitted by: Lenore Bishop Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017001134 Amendment #: 13

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Contract Name:

Vendor Legal Name: Playcore Wisconsin Inc., dba GametTime

Vendor #: 121531

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Contract#: 2017001134 Amendment#: 14 Vendor#: 121531

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

FOURTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FOUR	FEENT	H AMENDM	ENT T	O THE	AGR	EEMENT T	O PR	OVIDI	E PLA	YGRO	OUND A	AND
OUTDOOR	FITNE	SS EQUIPM	IENT,	SITE	ACC	ESSORIES,	SUR	FACI	NG,	AND	RELA	TED
PRODUCTS	AND	SERVICES	(this	"Fourte	enth	Amendment'	') is	made	and	entered	l into	this
10	of	July	2023,	by and	betw	een Playcore	Wisc	onsin,	Inc.,	dba Ga	meTim	e an
Alabama corp	oration	doing business	s in No	th Caro	lina (t	he "Compan	y"), an	d the C	City o	f Charlo	otte, a N	Vorth
Carolina muni	cipal co	rporation (the	"City")									

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021, to incorporate a material surcharge.
- J. The parties amended the Contract on May 17, 2021, to incorporate a material surcharge.
- K. The parties amended the Contract on July 14, 2021, to incorporate a material surcharge.
- L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

Contract#: 2017001134 Amendment#: 14 Vendor#: 121531

- M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.
- O. The parties now desire to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Fourteenth Amendment by reference.
- 2. Defined terms used in this Fourteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This fourteenth Amendment extends the term of the Contract by the second of two (2) two-year renewal terms to June 30, 2026.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134 Amendment#: 14 Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.	CITY OF CHARLOTTE:
DBA GAMETIME:	CITY MANAGER'S OFFICE
BY:	BY: See Attachment Below
(Signature)	(Signature)
PRINT NAME: Clint Whiteside	PRINT NAME:
TITLE: Director of Sales	TITLE:
DATE: 6/27/2023	DATE:



Digital Contract Routing Form Non-Encumbered

Date Submitted: July 10, 2023

Submitted by: Angelica Witherell Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134 Amendment #: 14

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

Liz Babson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER MARSH USA, LLC.		CONTACT Brenda Young-Epps	
Two Alliance Center		PHONE (A/C, No. Ext): (404) 995 3074 FAX	. No):
3560 Lenox Road, Suite 2400 Atlanta, GA 30326		E-MAIL address: brenda.youngepps@marsh.com	
Attn: Atlanta.CertRequest@marsh.com	Fax: 212-948-4321	INSURER(S) AFFORDING COVERAGE	NAIC#
CN102326389-CAS-GAUWX-22-23		INSURER A: Evanston Insurance Company	35378
INSURED Playcore Wisconsin, Inc.		INSURER B: Indemnity Ins Co Of North America	43575
dba GameTime		INSURER C : ACE Property And Casualty Ins Co	20699
150 PlayCore Drive SE Fort Payne, AL 35967		INSURER D : ACE American Insurance Company	22667
Torri ayrie, AL 00007		INSURER E: National Union Fire Ins Co. of Pittsburgh PA	19445
		INSURER F : ACE Fire Underwriters Insurance Company	20702
COVERAGES	CERTIFICATE NUMBER:	ATL-004719473-23 REVISION NUMBE	R: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY MKLV2PBC001627 08/01/2022 08/01/2023 2,000,000 X EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) X CLAIMS-MADE OCCUR 100,000 SIR \$250,000 Per Occ. 10,000 MED EXP (Any one person) Ś 2,000,000 PERSONAL & ADV INJURY \$ 4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY X PRO-4,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 POLICY AGGREGATE OTHER: B CAL H10690110 08/01/2022 COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** 08/01/2023 1,000,000 (Ea accident) X ANY AUTO BODILY INJURY (Per person) S OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY S AUTOS ONLY Comp./Coll. Ded.: \$1,000 \$ XEUG71549501 004 X UMBRELLA LIAB 08/01/2022 08/01/2023 10,000,000 OCCUR EACH OCCURRENCE \$ RETENTION Umb Catastrophe \$25,000 **EXCESS LIAB** 10,000,000 CLAIMS-MADE AGGREGATE S DED X RETENTION \$ 0 \$ WORKERS COMPENSATION 08/01/2022 08/01/2023 D WLR C50669828 PER STATUTE AND EMPLOYERS' LIABILITY 08/01/2022 D YIN SCF C50669786 08/01/2023 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 1,000,000 E.L. EACH ACCIDENT N N/A

08/01/2023

08/01/2023

08/01/2022

08/01/2022

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Contract 2017001134-14; Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services City of Charlotte, its officers, officials, agents, and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via CG 2010 04/13, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

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SCF C50669713

(See Additional Page.)

CERTIFICATE HOLDER	CANCELLATION
City of Charlotte 600 East Fourth Street Charlotte, NC 28202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA LLC
	John Whittle

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E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

Each Occurrence Aggregate

(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below

Excess Umbrella

1,000,000

1,000,000

15,000,000

15,000,000

AGENCY CUSTOMER ID: CN102326389

Loc #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Playcore Wisconsin, Inc. dba GameTime	
POLICY NUMBER		150 PlayCore Drive SE Fort Payne,AL 35967	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	
ADDITIONAL DEMANDES			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ____25____ FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):
WLR C50669828 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA
SCF C50669786 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX
SCF C50669713- Wisconsin (WI)

ACORD 101 (2008/01)

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EFFECTIVE: AUGUST 1, 2022 EXPIRES: AUGUST 1, 2023

POLICY NUMBER: MKLV2PBC001627

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Location(s) Of Covered Operations
locations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.







ABOUT THE NETWORK



NATIONAL DEMONSTRATION SITE NETWORK

Recognizing Communities for Turning Research Into Practice

High-quality outdoor play and recreation environments are essential to community health and wellness. Research indicates that when stakeholders are engaged in the planning process, evidence-based design best practices are implemented with the built environment, and supplemental programming is offered to further enhance user experiences, then positive outcomes occur.

PlayCore's Center for Outreach, Research, and Education (CORE) leads the National Demonstration Site (NDS) Network as an important effort to raise national awareness, recognize projects of excellence, and help local communities demonstrate the positive impact they are making on Community Vitality. National Demonstration Sites use comprehensive and validated research to provide a unique way to organize and report the indicators of a vital community.

There are five design best practice programs that help communities turn research into practice. Choose to utilize one or a combination of National Demonstration Site designations to thoughtfully advocate for inclusive play, youth physical activity, adult outdoor fitness, nature play, and playful pathways.



OUR UNIQUE APPROACH

Ensure that your community can maximize the value of your investment by implementing scholarly best practice design research to activate play and recreation destinations. With evidence -based best practices to design and implement high-quality play and recreation environments, National Demonstration Sites receive recognition, demonstrate impact through data services and site-specific reports, and are able to share and showcase the impact on community health and wellness.



Create high-quality environments.



Celebrate your leadership and commitment to play and recreation.



Receive one-of-a-kind data services and sitespecific reports that capture the impact and outcomes of your NDS.



Advocate the positive impact high-quality destinations have on your community health and wellness.



NATIONAL DEMONSTRATION SITE BENEFITS

As part of your commitment to advancing play and recreation, as a National Demonstration Site (NDS), you will receive complimentary benefits, including:



Receive Recognition





Recognition on the **National Demonstration Site Map** (www.playcore. com/NDS/map), an online resource to help others find meaningful play and recreation spaces in their community.

A **Welcome Kit** that includes a National Demonstration Site **project of excellence award** for display and a **Marketing Toolkit** with digital assets to help you promote your site and support data collection.



A **dedicated portal** provided by the CORE Data Service Lab for your community's site-specific NDS **tools and reports**.



On-site signage with a research QR Code will promote your commitment to best practices and direct visitors to share their experiences and report Community Vitality outcomes.





Site-specific Reports provided by CORE Data Service Lab that aggregate local and site-collected data to demonstrate site impact, engagement, and park user sentiments. Each report aligns to the 7 indicators of Community Vitality to provide a holistic view of the health and wellness outcomes your site contributes to the community.





Research & Programming in partnership with:



Emma Eccles Jones College of Education & Human Services Institute for Disability Research, Policy & Practice UtahStateUniversity.

Page 534 of 605

INCLUSION December 4, 2023 Regular CC Mtg

The purpose of PlayCore's comprehensive inclusive play programs and unique design philosophy is to provide high-quality outdoor play experiences for people of all ages and abilities that develop the whole child, address the whole environment, and ultimately, benefit the whole community.



PlayCore is proud of our national partnership with leading experts at the Institute for Disability Research, Policy & Practice of Utah State University which has led to championing thousands of inclusive play initiatives across the world.

Our evidence-based design and programming best practices innovate outdoor environments where both physical and social inclusion can occur. The **7 Principles of Inclusive Playground**Design®, is a one-of-a-kind resource to help communities move beyond minimum accessibility guidelines to intentionally create destinations that are more usable, by more people, to the greatest extent possible. These principles are the industry's only evidence-based guidelines that are tailored specifically to address childhood experiences in outdoor play environments.

Inclusive play is our passion and purpose. Together we can turn research into practice and advocate for inclusive, intergenerational play destinations across our nation.

Best Practice Implementation:

- Address local priorities, create awareness, and enlist community partners that share your mission and goals.
- Provide a developmentally robust and balanced assortment of playground activities that meet the diverse physical, social-emotional, sensory, cognitive, and communicative needs of all children, including those with disabilities.
- Apply the 7 Principles of Inclusive Playground Design® to the overall environmental design.
- Offer programming, activities, special events, and/or other initiatives to further create awareness and foster friendships.



Providing intergenerational, inclusive play ensures that all people experience the satisfaction of contributing to meaningful play and reap the lifelong developmental, physical, and social benefits of inclusion."

- Keith Christensen, PhD, Institute for Disability Research, Policy & Practice of Utah State University





Research & Programming in partnership with:





Pecember 4, 2023 Regular CC Mtg YOUTH PHYSICAL ACTIVITY

The purpose of **Play On!** is to promote physical activity and fun by designing outdoor environments for active play and implementing playground learning activities. The Play On! program provides educators and recreation professionals with evidence-based design best practices to promote fitness and health — maximizing the value and potential of school and community playgrounds.



PlayCore is proud to partner with physical activity experts, SHAPE America, to provide a valid solution for intentionally increasing physical activity on playgrounds through six key elements of play to promote fitness. Play On! can be used to enhance recess, physical education, before/after school programs, special events, camps, and other programming efforts to combat sedentary lifestyles and childhood obesity.

The Play On! Program contains 125 activities for grades PreK-5 that align with national physical education standards. The program includes assessment tools, equipment lists, playground funding opportunities, send-home family resources, and design best practices.

Play On! can become a vital component to strengthen, educate, and build healthier, happier communities through active play.

Best Practice Implementation:

- Incorporate six key elements of play that promote physical activity — balancing, brachiating, climbing, spinning, sliding and swinging.
- Provide a developmentally appropriate progression of skill opportunities through beginning, intermediate, and advanced levels of challenge.
- Design the layout of the space to encourage movement through running, chasing, and exploring.
- Program the environment utilizing Play On! learning activities and additional loose parts to encourage active play and social interaction.



It is critical to advocate for play initiatives, effectively communicate the developmental benefits of playgrounds, and demonstrate how investing in play can result in healthy outcomes."

- Russ Carson, PhD, Co-author of Play On!

Page 537 of 605



OUTDOOR ADULT FITNESS

Research demonstrates that **Outdoor Adult Fitness Parks** provide a variety of healthy outcomes to communities by offering new ways to make physical activity more available, accessible, affordable, and enjoyable.



PlayCore partnered with Dr. Gary
Liguori, past Department Head Health
and Human for Performance University of Tennessee at
Chattanooga; Dr. Michael Suk, Chairman of Orthopaedic
Surgery at Geisinger Health System; and Dr. Thom
McKenzie, Professor Emeritus, San Diego State University
to develop evidence-based design best practices for
community outdoor adult fitness destinations.

This designation recognizes communities that advocate for and utilize Outdoor Adult Fitness Parks as a critical solution for improving health and overall wellness. National Demonstration Sites align to health benefits and total body fitness by offering visitors of all levels a well-rounded workout. Together, these elements can help people adhere to routines that develop overall health and wellness, and engage participants in substantially more moderate to vigorous physical activity.

Best Practice Implementation:

- Identify user groups, location/context, site-specific amenities, and programming opportunities.
- Select a design typology that meets the space requirements, usage goals, and site-specific needs.
- Offer a variety of aerobic, muscle/strength, core, balance, and flexibility equipment to provide a wellrounded fitness routine.
- Adhere to safety and industry standards in regards to surfacing, accessibility, signage, and equipment configuration.

As our country continues to struggle with obesity and chronic disease, outdoor adult fitness parks are a sustainable option with measurable impact across the broad spectrum of adult health and wellness."

- Gary Liguori, PhD, University of West Florida





Research & Programming in partnership with:



NATURE PLAY

The purpose of **NatureGrounds** is to create a dramatic shift in the standard playground development process by deliberately designing nature back into the everyday spaces of childhood, not only to benefit children's play, but also to engage communities in working together to deliver high-quality play experiences across



generations. Research has proven that designing play environments that integrate the living landscape with manufactured equipment results in increased play value, higher levels of physical activity, social interaction, and improved environmental sustainability.

PlayCore has partnered with the Natural Learning Initiative, College of Design, NC State University, to help professional and community champions bring "nature to people" in an effort to reconnect children to nature to support healthy human development. NatureGrounds play and learning environments positively impact play value, child development, health and wellness, and environmental sustainability.

Naturalized playgrounds have become sought out destinations that provide visual interest, shade, and comfort resulting in sustained repeat visits, a relaxed and playful social atmosphere, and growth of community social capital. These well-designed playgrounds offer rich outdoor education and programming opportunities for both schools and parks.

Best Practice Implementation:

- Locate playground in relation to existing site features and surroundings such as mature trees and topography.
- Design entrances, pathways, and boundaries to enhance naturalization and connectivity.
- Integrate planting pockets (trees, shrubs, grasses) into the play environment as part of the play experience.
- Select child-friendly plants to provide additional play value using the Plant Database at playcore. com/plants to offer variety, seasonal change, wildlife enhancement, and/or play props.



A generation ago playing outdoors in nature was usually taken for granted, but times have changed.

Now, nature must be deliberately designed back into children's lives."

- Robin Moore, DiplArch, MCP, Hon. ASLA



PLAYFUL PATHWAYS PLAYFUL PATHWAYS

The purpose of Pathways for Play is to intentionally integrate play — critical for children's health — into walkable, bikeable, shared use community pathway networks.

Research shows that playf



Research shows that playful pathways attract children and families and can dramatically increase frequency and duration of use.

PlayCore has partnered with the Natural Learning Initiative, College of Design, NC State University, to help professionals and community champions create opportunities to "bring people to nature" by creating playful routes for families to explore, discover, learn, and be physically active together surrounded by nature. Pathways for Play National Demonstration Sites infuse play into trails, greenways, and shared parks to motivate children, families, and youth organizations to get outdoors and engage in healthy, stimulating activity in nature.

Best Practice Implementation:

- Assess form, location, access, usability, safety, and regulations when evaluating an existing or planned pathway.
- Connect pathways to meaningful destinations in locations where children live to support their independent mobility.
- Promote environmental literacy and learning by integrating play pockets along the path. Play pockets include themes for learning, educational signage, and playful activities that enhance the overall play value.
- Integrate at least three play pockets at appropriate distances apart to encourage movement and discovery.



It is clear that there is no other choice but to discover new ways to deliver high-quality outdoor environments for children compelling enough to motivate them to acquire healthy, fearless, outdoors-in-nature, active lifestyle habits."

- Robin Moore, DiplArch, MCP, Hon. ASLA



JOIN THE NETWORK

Data collected across the National Demonstration Site Network demonstrate that evidence-based design positively impacts visitors and promote healthy communities. Through our research, we have learned that National Demonstration Sites:

ENCOURAGE REPEAT VISITATIONS

97% of site visitors say they will return again in the near future.

PROMOTE RECOMMENDED PHYSICAL ACTIVITY

96% of site visitors are active at the site for 30 minutes or longer.

DEMONSTRATE HEALTH & WELLNESS

99% of site visitors were active.

CLAIM VISITOR SATISFACTION

98% of site visitors are satisfied with their visit.

Visit playcore.com/nds to learn more.

Turn Research Into Practice & Become a National Demonstration Site



Design

Work with a local, National Demonstration Site trained representative to design your site to implement evidence-based design best practices. Choose one, or a combination of designations, to address the goals and priorities of your community.



Collaborate

Identify a Key Informant that will serve as the primary contact and champion to utilize the Marketing Toolkit and NDS resources to help create awareness, promote the site, and encourage community members to share their experience using onsite data collection methods.



Share & Showcase

Create positive attention through collaborative marketing and/or programming, and use your destination to demonstrate impact to your stakeholders.



Join us in our mission to build healthy communities through play and recreation and turn research into practice.

playcore.com/nds | (877) 762-7563

Proposal for

City of San Fernando

Prepared by



11-17-2023 Job # 109417-01

Pioneer Park Playground Option 6





435-760-5103 | www.gwpark.com





GREAT WESTERN











GREAT WESTERN



Office: 435-245-5055 Fax: 435-245-5057 www.gwpark.com

Pioneer Park Playground Option 6

City of San Fernando Ship to Zip 91340 Attn: Julian Venegas

117 Macneil St

San Fernando, CA 91340 Phone: 818-898-7381 jvenegas@sfcity.org

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Playground-	\$148,050.00	\$70,612.34	\$70,612.34
		Reference Drawing 109417-01-Opt 6			
		NDS Playon! and NDS Inclusive Play			
1	RDU	GameTime - Swing Set-	\$7,132.00	\$6,387.77	\$6,387.77
		Reference Drawing 109417-01-Opt 6			
1	EKW02I	GameTime - ECHO PreSchool Whimsy Inground	\$25,248.00	\$21,208.32	\$21,208.32
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,345.00	\$1,055.25	\$1,055.25
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$991.00	\$445.95	\$445.95
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$748.00	\$658.24	\$658.24
1	14927	GameTime - NDS Play On Sign Package			
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	14911	GameTime - Thrive 250	\$15,570.00	\$12,767.40	\$12,767.40
5763	PIP	GT-Impax - Poured in Place Surfacing - **List Price \$129,878.35, discounted per Omnia Contract	\$18.48	\$18.48	\$106,500.24
		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			
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



www.gwpark.com



Pioneer Park Playground Option 6

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1		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
Contr	act: OMNIA	#2017001134		Sub Total	\$349,155.51
				Freight	\$5,600.00
				Tax	\$11,596.37
				Total	\$366,351.88

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 \$5595 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 11/17/2023 Quote # 109417-01-09

Pioneer Park Playground Option 6

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.

www.gwpark.com

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.



ACCEPTANCE OF QUOTATION:

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 11/17/2023 Quote # 109417-01-09

Pioneer Park Playground Option 6

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.					
Purchase Amount: \$366,351.88	Date:				
Signature					

Please fill out this <u>ORDER FORM</u>, this is required to process the order.



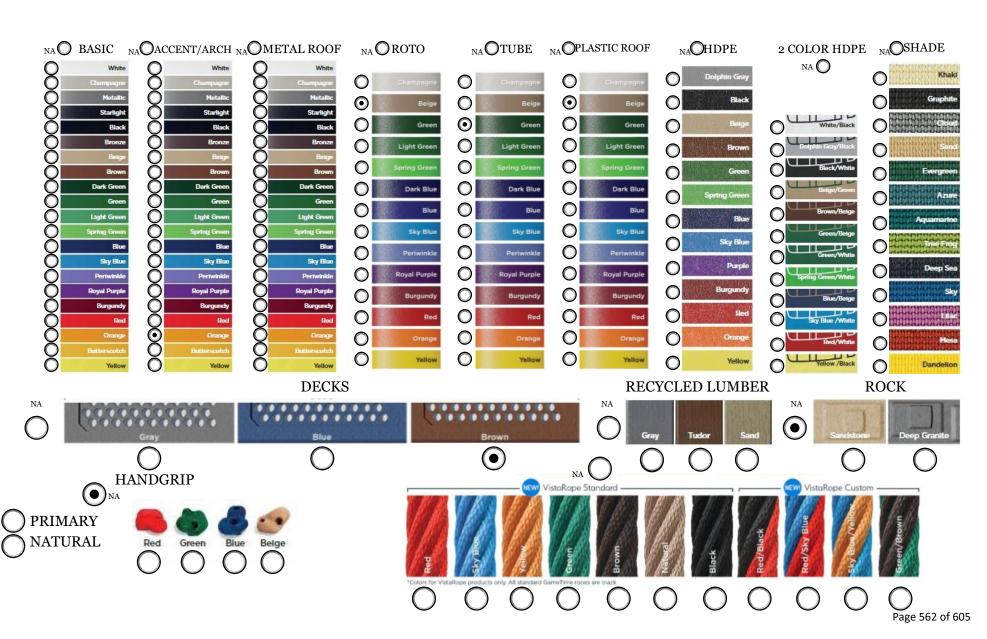
CUSTOM COLOR SELECTIONS Approved by:__

Project: 107127-01-Opt 6 Surfacing: 50-50 PIP

CUSTOM COLORS:

ITEM COLOR ITEM COLOR ITEM COLOR

Basic 2 Orange
Accent 2 Beige
Fabric True Blue



Proposal for

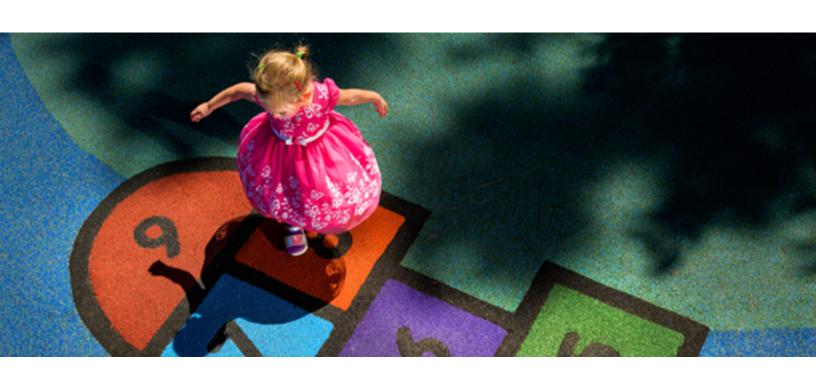
City of San Fernando

Prepared by



11-14-2023 Job # 109417-01

Pioneer Park Playground Option 4





435-760-5103 | www.gwpark.com

















GREAT WESTERN

Total Elevated Play Components

Total Elevated Play Components Accessible By Ramp -/9 Required

Total Different Types Of Ground Level Components 3/4 Required 2/3

for children ages

2-5/5-12

This drawing can be scaled only when in an 18" x 24" format

Total Elevated Components Accessible By Transfer

Total Accessible Ground Level Components Shown

SALES REP TYLER KYRIOPOULOS

435-760-5103 TYLER@GWPARK.COM

Representative Great Western Recreation

GREAT WESTERN



Date: 11/8/2023

Drawing Name: 107127-01-Opt 4

EB

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 Canadlan Standard CAN/CSA-Z-614

Ship to Zip 91340



www.gwpark.com

Pioneer Park Playground Option 4

City of San Fernando Attn: Julian Venegas 117 Macneil St San Fernando, CA 91340

Phone: 818-898-7381 jvenegas@sfcity.org

14911

14932

1

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
		2-5 Playground			
1	EKW02I	GameTime - ECHO PreSchool Whimsy Inground	\$25,248.00	\$21,208.32	\$21,208.32
		5-12 Playground			
1	RDU	GameTime - Custom 5-12 Playground-	\$164,071.00	\$84,965.27	\$84,965.27
		Reference Drawing 109417-01-Opt 4			
		NDS PlayOn! and Inclusive Play			
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$748.00	\$658.24	\$658.24
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	14927	GameTime - NDS Play On Sign Package			
		Freestanding Equipment			
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$991.00	\$445.95	\$445.95
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,345.00	\$1,055.25	\$1,055.25
1	Deluxe Freenotes Deluxe Ensemble IG-REC	Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums If customer chooses to go with Starter Ensemble - remove \$7,970 from Quote	\$22,209.00	\$21,098.55	\$21,098.55
		Swing Set			
1	5192	GT-Shade - Double Bay Swing Shade	\$12,695.00	\$12,314.15	\$12,314.15
3	1468	GameTime - 2958 Belt Seat Pkg 5" Od	\$365.00	\$306.60	\$919.80
1	5173	GameTime - Adaptive Swing w/Rung Belt	\$273.00	\$229.32	\$229.32
1	5166	GameTime - Expression Swing w Adaptive Seat 5"	\$2,927.00	\$2,458.68	\$2,458.68

Fitness Area

GameTime - Thrive 250

GameTime - Thrive Shade



\$15,570.00 \$12,767.40

\$5,893.00 \$5,716.21

\$12,767.40

\$5,716.21

Fort Payne, AL 35967 Office: 435-245-5055 Fax: 435-245-5057 www.gwpark.com

Pioneer Park Playground Option 4

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
5763	PIP	GT-Impax - Poured in Place Surfacing -	\$18.48	\$18.48	\$106,500.24
		**List Price \$129,878.35, discounted per OMNIA Contract			
		PIP 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 2,508 SF - 50/50 Blue/Black 2,857 SF - 50/50 Green/Black 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			
1	INSTALL	Install - 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
1	INSTALL	Install - Playground Equipment- Installation only of (1) Gametime structure #107127-01-Opt 4 Installation only of New Thrive 250 Footings excavation, and concrete. Equipment assembly. Removal of spoils. Prevailing wages. Price includes one (1) move-on only.	\$80,996.00	\$80,996.00	\$80,996.00
1	INSTALL	Install - Installation of Freenotes Harmony Park Deluxe Ensemble- Prevailing Wages	\$4,950.00	\$4,950.00	\$4,950.00
Contr	act: OMNIA #2017001134			Sub Total	\$414,468.38
				Freight	\$15,185.14
				Tax	\$16,793.31
				Total	\$446,446.83



GameTime C/O Great Western Recreation P.O. Box 680121 Fort Payne, AL 35967 Office: 435-245-5055 Fax: 435-245-5057 11/14/2023 Quote # 109417-01-07

Pioneer Park Playground Option 4

Comments

Your Sales Rep is Tyler Kyriopoulos and Brandon Seitz. Please reach out to Tyler at 435-760-5103 or Brandon at 805-910-5971 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.

www.gwpark.com

***OPTIONAL-To include a Payment and Performance Bond, please add \$6820 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

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





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 11/14/2023 Quote # 109417-01-07

Pioneer Park Playground Option 4

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.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates	your agreement to the terms and o	onditions stated herein.	
Purchase Amount: \$446,446.83	Date:		
Signature			
Diagon fill out this	ODDED FORM	this is required to present the	

Please fill out this <u>ORDER FORM</u>, this is required to process the order.



PALETTE COLOR SELECTIONS Approved by:

Project: 109417-01-Opt 4

Surfacing: PIP





AURORA

Uprights Ice Butter

Tube Azure

Rock Dark Granite

HDPE Dolphin Gray

Accent 1 Azure







Tube Sky Blue

Decks Blue

Plastic Roof Azure

DISCOVERY

Uprights Periwinkle

2 Color HDPE Gray/Black

Tube Azure

Decks Gray

Roto Plastic Azure

HDPE Dolphin Gray

Rock Deep Granite

Rock Deep Granite

ERUPTION

Fabric Shade Sun Blaze

Uprights Orange

Accent 1 Butterscotch

Rock Dark Granite

HDPE Orange

2 Color HDPE Red/White

Roto Plastic Red Tube Red

Plastic Roof Red

Rock Deep Granite





HONEYSUCKLE













Fabric Shade Sun Blaze Plastic Roof Champagne Uprights Sage Accent 1 Butterscotch HDPE Dolphin Gray 2 Color HDPE Burgundy/Whit Roto Plastic Champagne Tube Champagne





MACAW Plastic Roof Yellow Uprights Orange Accent 1 Chartreus HDPE Sky Blue 2 Color HDPE Sky Blue/White





Plastic Roof Spring Green Uprights Bronze

HDPE Spring Green

2 Color HDPE Spring Green/White Roto Plastic Spring Green







Uprights Sage Accent 1 Chartreuse

HDPE Spring Green 2 Color HDPE Spring Green/White

Decks Brown

Roto Plastic Chartreuse Tube Champagne



















Tube Green

Tube Blue

Rock Deep Granite Decks Blue

Rock Deep Granite

















BEE HIVE

Fahric Shade Silver

Plastic Roof Yellow

CUCUMBER

Uprights Ice Mint

Accent 1 Vanilla

Uprights Black

Plastic Roof Champagne

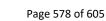
Uprights Sage













OCEAN FLOOR

Fabric Shade True Blue Plastic Roof Azure Uprights Chartreuse

Accent 1 Royal Purple

HDPE Dolphin Gray 2 Color HDPE Spring Green/White Roto Plastic Azure

Tube Azure Rock Dark Granite Decks Brown



SHINE

Fabric Shade Sky Plastic Roof Orange Uprights Sky Blue Accent 1 Spring Green

HDPE Orange 2 Color HDPE Spring Green/White Roto Plastic Orange

Tube Orange Rock Sandstone Decks Gray



VOYAGE

Fabric Shade Charcoal Plastic Roof Azure Uprights Sage Accent 1 Ice Butter

HDPE Dolphin Gray 2 Color HDPE Grav/Black Roto Plastic Azure

Tube Azure Rock Deep Granite Decks Gray



PASSION FRUIT

Fabric Shade Azure Plastic Roof Yellow Uprights Orange Accent 1 Spring Green

2 Color HDPE Sky Blue/ White

Tube Yellow Rock Sandstone Decks Brown



SPRING BLOOM

Fabric Shade True Blue Plastic Roof Spring Green Uprights Champagne Accent 1 Spring Green

HDPE Sky Blue 2 Color HDPE Sky Blue/White Roto Plastic Sky Blue

Tube Spring Green Rock Deep Granite Decks Brown



WATERMELON

Fabric Shade Lime Uprights White Accent 1 Chartreuse HDPE Green

2 Color HDPE Spring Green/White Roto Plastic Red

> Tube Red Rock Dark Granite Decks Blue



POPSICLE

Fabric Shade Brown Plastic Roof Burgundy Uprights Vanilla Accent 1 Azure HDPE Dolphin Gray 2 Color HDPE Gray/Black

Roto Plastic Burgundy Tube Burgundy Rock Deep Granite Decks Chocolate Brown



SUNRISE

Fabric Shade Yellow Plastic Roof Royal Purple Uprights Orange Accent 1 White HDPE Dolphin Gray 2 Color HDPE Gray/Black

Roto Plastic Royal Purple Tube Royal Purple Rock Deep Granite

Decks Gray



TIMBERLAND

Fabric Shade Sky Uprights Brown Accent 1 Spring Green HDPE Sky Blue

2 Color HDPE Sky Blue/ White Roto Plastic Sky Blue Tube Sky Blue Rock Deep Granite

Decks Blue



WEST PALM

Fabric Shade Lime Plastic Roof Orange Uprights Sky Blue Accent 1 Spring Green HDPE Blue

2 Color HDPE Spring Green/White Roto Plastic Orange

Tube Orange Rock Sandstone Decks Gray



RIPTIDE

Fabric Shade True Blue Plastic Roof Sky Blue Uprights Sea Mist Accent 1 Azure

HDPE Orange 2 Color HDPE Orange/White Roto Plastic Sky Blue

Tube Sky Blue Rock Dark Granite Decks Blue



WHIMSY

Plastic Roof Orange Uprights White Accent 1 Blue

HDPE Orange 2 Color HDPE Spring Green/W

Roto Plastic Periwinkle Tube Sky Blue

Rock Deep Granite Decks Grey

Proposal for

City of San Fernando

Prepared by



11-14-2023 Job # 109417-01

Pioneer Park Playground Option 5

















Pioneer Park Playground, Project 109417-01-Opt 5 San Fernando, CA GREAT WESTERN A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

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 5 - Freestanding Shades

City of San Fernando
Attn: Julian Venegas

Ship to Zip 91340

117 Macneil St San Fernando, CA 91340 Phone: 818-898-7381 jvenegas@sfcity.org

5-12 Playground RDU GameTime - Custom 5-12 Playground- Reference Drawing 109417-01-Opt 5 NDS PlayOn! and Inclusive Play GameTime - Welcome Sign (2-5 or 5-12) 1 14928 GameTime - NDS Inclusive Play Sign Package GameTime - NDS Play On Sign Package Freestanding Equipment GameTime - Whirlwind Seat Tilted (F/S) GameTime - Whirlwind Seat Tilted (F/S) Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Signal Package Freenotes Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums If customer chooses to go with Starter Ensemble - remove \$7,970 from Quote Swing Set	, ,	\$21,208.32 \$60,958.07 \$658.24 \$445.95 \$1,055.25	\$21,208.32 \$60,958.07 \$658.24 \$445.95
5-12 Playground 1 RDU GameTime - Custom 5-12 Playground- • Reference Drawing 109417-01-Opt 5 NDS PlayOn! and Inclusive Play 1 5180 GameTime - Welcome Sign (2-5 or 5-12) 1 14928 GameTime - NDS Inclusive Play Sign Package 1 14927 GameTime - NDS Play On Sign Package Freestanding Equipment 1 6142 GameTime - Whirlwind Seat Tilted (F/S) 1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Scollection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums If customer chooses to go with Starter Ensemble - remove \$7,970 from Quote REC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade	\$135,491.00 \$748.00 \$991.00	\$60,958.07 \$658.24 \$445.95	\$60,958.07 \$658.24 \$445.95
1 RDU GameTime - Custom 5-12 Playground- • Reference Drawing 109417-01-Opt 5 NDS PlayOn! and Inclusive Play 1 5180 GameTime - Welcome Sign (2-5 or 5-12) 1 14928 GameTime - NDS Inclusive Play Sign Package 1 14927 GameTime - NDS Play On Sign Package Freestanding Equipment 1 6142 GameTime - Whirlwind Seat Tilted (F/S) 1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Signaluse Ensemble IG-REC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade	\$748.00 \$991.00	\$658.24 \$445.95	\$658.24 \$445.95
Reference Drawing 109417-01-Opt 5 NDS PlayOn! and Inclusive Play State	\$748.00 \$991.00	\$658.24 \$445.95	\$658.24 \$445.95
NDS PlayOn! and Inclusive Play 1 5180 GameTime - Welcome Sign (2-5 or 5-12) 1 14928 GameTime - NDS Inclusive Play Sign Package 1 14927 GameTime - NDS Play On Sign Package Freestanding Equipment 1 6142 GameTime - Whirlwind Seat Tilted (F/S) 1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums Ensemble IGREC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade	\$991.00	\$445.95	\$445.95
1 5180 GameTime - Welcome Sign (2-5 or 5-12) 1 14928 GameTime - NDS Inclusive Play Sign Package 1 14927 GameTime - NDS Play On Sign Package Freestanding Equipment 1 6142 GameTime - Whirlwind Seat Tilted (F/S) 1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Signature Freenotes Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums Ensemble IG-REC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade	\$991.00	\$445.95	\$445.95
1 14928 GameTime - NDS Inclusive Play Sign Package 1 14927 GameTime - NDS Play On Sign Package Freestanding Equipment 1 6142 GameTime - Whirlwind Seat Tilted (F/S) 1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Freenotes Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums If customer chooses to go with Starter Ensemble - remove \$7,970 from Quote REC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade	\$991.00	\$445.95	\$445.95
1 14927 GameTime - NDS Play On Sign Package Freestanding Equipment 1 6142 GameTime - Whirlwind Seat Tilted (F/S) 1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble \$300 Collection - Coll	·	•	· ·
Freestanding Equipment 1 6142 GameTime - Whirlwind Seat Tilted (F/S) 1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Streenotes Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums Ensemble IG-REC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade Freestanding Equipment Street Free Street Stree	·	•	· ·
1 6142 GameTime - Whirlwind Seat Tilted (F/S) 1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Streenotes Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums Ensemble IGREC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade \$ ST-Shade - Double Bay Swing Shade	·	•	· ·
1 6202 GameTime - Mini Sky Runner (F/S) 1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble \$ Freenotes Collection - Deluxe Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums Ensemble IG- REC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	·	•	· ·
1 Deluxe Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble \$35 Freenotes Collection - Deluxe Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums Ensemble IG- REC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade \$35	\$2,345.00	\$1 055 25	
Freenotes Collection - Deluxe Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums Ensemble IG- REC Swing Set 1 5192 GT-Shade - Double Bay Swing Shade Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums If customer chooses to go with Starter Ensemble - remove \$7,970 from Quote Swing Set		Ψ1,000.20	\$1,055.25
1 5192 GT-Shade - Double Bay Swing Shade \$	\$22,209.00	\$21,098.55	\$21,098.55
, , ,			
2 1469 CompTime 2059 Polt Sept Dkg 5" Od	\$12,695.00	\$12,314.15	\$12,314.15
3 1400 Game time - 2936 Beit Seat Fkg 3 Ou	\$365.00	\$306.60	\$919.80
1 5173 GameTime - Adaptive Swing w/Rung Belt	\$273.00	\$229.32	\$229.32
1 5166 GameTime - Expression Swing w Adaptive Seat 5"	\$2,927.00	\$2,458.68	\$2,458.68
Fitness Area			
1 14911 GameTime - Thrive 250 \$			
1 14932 GameTime - Thrive Shade	\$15,570.00	\$12,767.40	\$12,767.40





Office: 435-245-5055 Fax: 435-245-5057 www.gwpark.com

Pioneer Park Playground Option 5 - Freestanding Shades

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	Custom Shade	Superior International - COLUMNS FOR CUSTOM SAIL SHADE:- (2) COLUMNS: 08" SCH 40 - 1 @ 15' HT + 6" RECESS TO BASE PLATE 1 @ 17' HT + 6" RECESS TO BASE PLATE. (4) COLUMNS: 10" SCH 40 - 2 @ 15' HT + 6" RECESS TO BASE PLATE 2 @ 17' HT + 6" RECESS TO BASE PLATE. (1) COLUMN: 14" OD HSS @ 19' HT + 6" RECESS TO BASE PLATE. FRAME COLOR: TBD SHIPPING WEIGHT: 5,872 LBS	\$34,472.00	\$33,782.56	\$33,782.56
1	Custom Shade	Superior International - CANOPIES FOR CUSTOM SAIL SHADE:- (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 24' X 36' X 39' WITH QUICK TENSION ANDRELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 21' X 36' X 38' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 27' X 34' X 38' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 18' X 27' X 30' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 29' X 30' X 30' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. FABRIC COLOR: TBD SHIPPING WEIGHT: 263 LBS NOTE: COLUMNS / WALL BRACKETS MUST BE INSTALLED BEFORE FABRIC MEASUREMENTS ARE TAKEN TO ASSURE PROPER FIT. FABRIC DIMENSIONS/SIZE MUST BE PROVIDED TO SRP WITHIN 6 MONTHS OF COLUMN DELIVERY OR SHADE FABRIC WILL BE SUBJECT TO MARKET PRICING.	\$16,084.00	\$15,762.32	\$15,762.32
1	Custom Shade	Superior International - COLUMNS FOR CUSTOM SAIL SHADE:- (3) COLUMNS: 06" SCH 40 - 1 @ 10' HT + 6" RECESS TO BASE PLATE 1 @ 11' HT + 6" RECESS TO BASE PLATE 1 @ 11' HT + 6" RECESS TO BASE PLATE. FRAME COLOR: TBD SHIPPING WEIGHT: 1,166 LBS	\$5,388.00	\$5,280.24	\$5,280.24
1	Custom Shade	Superior International - CANOPY FOR CUSTOM SAIL SHADE:- (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 23' X 25' X 25' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. FABRIC COLOR: TBD SHIPPING WEIGHT: 50 LBS NOTE: COLUMNS / WALL BRACKETS MUST BE INSTALLED BEFORE FABRIC MEASUREMENTS ARE TAKEN TO ASSURE PROPER FIT. FABRIC DIMENSIONS/SIZE MUST BE PROVIDED TO SRP WITHIN 6 MONTHS OF COLUMN DELIVERY OR SHADE FABRIC WILL BE SUBJECT TO MARKET PRICING.	\$2,914.00	\$2,855.72	\$2,855.72



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 5 - Freestanding Shades

Qty	Part #	Description	List\$	Selling \$	Ext. Selling \$
1	ENGINEERING	Superior International - Sealed Drawings and Calculations- Engineering: Sealed Drawings & Fees with Calculations 5 TRIANGLE SAILS	\$1,600.00	\$1,568.00	\$1,568.00
1	ENGINEERING	Superior International - Sealed Drawings and Calculations- Engineering: Sealed Drawings & Fees with Calculations 1 TRIANGLE SAIL	\$1,335.00	\$1,308.30	\$1,308.30
1	ABT	Superior International - Anchor Bolt Template- Anchor Hardware and Templates; Includes Steel Plate Template And Hardware For Cast In Place Anchoring System. (Ship In advance)	\$200.00	\$196.00	\$196.00
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 2,508 SF - 50/50 Blue/Black 2,857 SF - 50/50 Green/Black 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	Install - 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
1	INSTALL	Install - Playground Equipment- Installation only of (1) Gametime structure #107127-01-Opt5 Installation only of New Thrive 250 Footings excavation, and concrete. Equipment assembly. Removal of spoils. Prevailing wages. Price includes one (1) move-on only.	\$78,984.00	\$78,984.00	\$78,984.00
1	INSTALL	Install - Installation of Freenotes Harmony Park Deluxe Ensemble - Prevailing Wages	\$4,950.00	\$4,950.00	\$4,950.00
1	INSTALL	Install - Shade Shelter Installation- Installation only of Sail Shades by Superior Per drawing #107127-01-Opt5 Footing excavation and concrete. Rebar cages and anchor bolts included. Assembly of shade structures. Prevailing wage Off-site disposal of spoils. Final price based on approved stamped plans* Price includes one (1) move-on only	\$72,406.00	\$72,406.00	\$72,406.00





Pioneer Park Playground Option 5 - Freestanding Shades

Qty Part #	Description	List \$ Selling \$	Ext. Selling \$
Contract: OMNIA	#2017001134	Sub Total	\$521,608.32
		Freight	\$22,445.14
		Tax	\$20,559.77
		Total	\$564,613.23

Comments

Your Sales Rep is Tyler Kyriopoulos and Brandon Seitz. Please reach out to Tyler at 435-760-5103 or Brandon at 805-910-5971 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.

www.gwpark.com

***OPTIONAL-To include a Payment and Performance Bond, please add \$8625 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 11/14/2023 Quote # 109417-01-08

Pioneer Park Playground Option 5 - Freestanding Shades

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.

www.gwpark.com

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.



ACCEPTANCE OF QUOTATION:

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 11/14/2023 Quote # 109417-01-08

Pioneer Park Playground Option 5 - Freestanding Shades

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.				
Purchase Amount: \$564,613.23	Date:			
Signature				

Please fill out this <u>ORDER FORM</u>, this is required to process the order.



PALETTE COLOR SELECTIONS Approved by:__

Project: 109417-01-Opt 5

Surfacing: PIP













ARCTIC

Fabric Shade Sky

Plastic Roof Periwinkle

Uprights White

Accent 1 Champagne

HDPE Sky Blue







Fabric Shade Silver
Plastic Roof Champagne
Uprights Bronze
Accent 1 White
HDPE Dolphin Gray
2 Color HDPE Gray/Black
Roto Plastic Periwinkle
Tube Periwinkle



Plastic Roof Champagne
Uprights Sage
Accent 1 White
HDPE Dolphin Gray
(Color HDPE Gray/Black

2 Color HDPE Grey/Black
Roto Plastic Champagne
Tube Champagne
Rock Dark Granite
Decks Brown

BEE HIVE

Fabric Shade Silver
Plastic Roof Yellow
Uprights Black
Accent 1 Ice Butter
HDPE Dolphin Gray
2 Color HDPE Grey/Black
Root Plastic Yellow

Color HDPE Grey/Black
Roto Plastic Yellow
Tube Yellow
Rock Dark Granite
Decks Brown

CUCUMBER

Fabric Shade Cream

Plastic Roof Green

Uprights Ice Mint

Accent 1 Vanilla

HDPE Blue
2 Color HDPE Blue/ White
Roto Plastic Green

Tube Green

Decks Chocolate Brown















DEEP SPACE

Fabric Shade Dove Blue
Plastic Roof Sky Blue
Uprights Starlight Black
Accent 1 Yellow

HDPE Red
2 Color HDPE Red/White
Roto Plastic Sky Blue
Tube Sky Blue
Rock Deep Granite
Decks Blue

DISCOVERY
Fabric Shade Orange
Plastic Roof Azure
Uprights Periwinkle

HDPE Dolphin Gray
2 Color HDPE Gray/Black
Roto Plastic Azure
Tube Azure
Rock Deep Granite
Decks Gray

EMERALD

Fabric Shade Deep Sea
Plastic Roof Spring Green
Uprights Metallic
Accent 1 White
HDPE Yellow

2 Color HDPE Red/White
Roto Plastic Spring Green
Tube Spring Green
Rock Deep Granite

ERUPTION

Fabric Shade Sun Blaze
Plastic Roof Red
Uprights Orange
Accent 1 Butterscotch
HDPE Orange
2 Color HDPE Red/White
Roto Plastic Red

to Plastic Red
Tube Red
Rock Dark Granite
Decks Brown

FORESTER

Fabric Shade Forest Green

Plastic Roof Green

Uprights Brown

Accent 1 Beige

HDPE Beige

2 Color HDPE Beige/Green
Roto Plastic Green
Tube Green
Rock Deep Granite
Decks Brown

GUM DROP

Fabric Shade Navy Blue
Plastic Roof Blue
Uprights Burgundy
Accent 1 Butterscotch
HDPE Blue
2 Color HDPE Red/White
Roto Plastic Blue

Tube Blue

Rock Deep Granite
Decks Blue

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(NEW!

HONEYSUCKLE Fabric Shade Cloud

Plastic Roof Periwinkle
Uprights Spring Green
Accent 1 Champagne
HDPE Blue

2 Color HDPE Spring Green/White
Roto Plastic Periwinkle
Tube Periwinkle
Rock Deep Granite
Decks Gray

JOVIAL

Fabric Shade Navy Blue
Plastic Roof Spring Green
Uprights Burgundy
Accent 1 Butterscotch
HDPE Gray
2 Color HDPE Grey/Black

Roto Plastic Spring Green
Tube Spring Green
Rock Deep Granite
Decks Blue

JURASSIC

Fabric Shade Sun Blaze
Plastic Roof Champagne
Uprights Sage
Accent 1 Butterscotch
HDPE Dolphin Gray
2 Color HDPE Burgundy/White

2 Color HDPE Burgundy/White Roto Plastic Champagne Tube Champagne Rock Sandstone Decks Brown

MACAW

Fabric Shade Vellow
Plastic Roof Vellow
Uprights Orange
Accent | Chartreuse
HDPE Sky Blue
2 Color HDPE Sky Blue/White

Tube Red
Rock Dark Granite
Decks Blue

MALIBU

Fabric Shade Forest Green
Plastic Roof Spring Green
Uprights Bronze

Accent 1 Beige

HDPE Spring Green
2 Color HDPE Spring Green/White

Roto Plastic Spring Green
Tube Spring Green
Rock Sandstone
Decks Brown



Fabric Shade Lime
Plastic Roof Chartreuse
Uprights Sage

Accent 1 Chartreuse
HDPE Spring Green

Color HDPE Spring Green/White Roto Plastic Chartreuse

Tube Champagne
Rock Sandstone
Decks Brown



(ullet)



OCEAN FLOOR

Fabric Shade True Blue Plastic Roof Azure Uprights Chartreuse

Accent 1 Royal Purple

HDPE Dolphin Gray 2 Color HDPE Spring Green/White Roto Plastic Azure

Tube Azure Rock Dark Granite



SHINE

Fabric Shade Sky Plastic Roof Orange Uprights Sky Blue Accent 1 Spring Green

HDPE Orange 2 Color HDPE Spring Green/White Roto Plastic Orange

Tube Orange Rock Sandstone Decks Gray



VOYAGE

Fabric Shade Charcoal Plastic Roof Azure Uprights Sage Accent 1 Ice Butter

HDPE Dolphin Gray 2 Color HDPE Grav/Black Roto Plastic Azure

Tube Azure Rock Deep Granite Decks Gray



PASSION FRUIT

Decks Brown

Fabric Shade Azure Plastic Roof Yellow Uprights Orange Accent 1 Spring Green

2 Color HDPE Sky Blue/ White

Tube Yellow Rock Sandstone Decks Brown



SPRING BLOOM

Fabric Shade True Blue Plastic Roof Spring Green Uprights Champagne Accent 1 Spring Green HDPE Sky Blue

2 Color HDPE Sky Blue/White Roto Plastic Sky Blue

Tube Spring Green Rock Deep Granite Decks Brown



WATERMELON

Fabric Shade Lime Uprights White Accent 1 Chartreuse HDPE Green

2 Color HDPE Spring Green/White Roto Plastic Red

> Tube Red Rock Dark Granite Decks Blue





POPSICLE

Fabric Shade Brown Plastic Roof Burgundy Uprights Vanilla Accent 1 Azure HDPE Dolphin Gray 2 Color HDPE Gray/Black Roto Plastic Burgundy

Tube Burgundy

Rock Deep Granite

Decks Chocolate Brown



SUNRISE

Fabric Shade Yellow Plastic Roof Royal Purple Uprights Orange Accent 1 White HDPE Dolphin Gray 2 Color HDPE Gray/Black

Roto Plastic Royal Purple Tube Royal Purple Rock Deep Granite

Decks Gray



WEST PALM

Fabric Shade Lime Plastic Roof Orange Uprights Sky Blue Accent 1 Spring Green HDPE Blue

2 Color HDPE Spring Green/White Roto Plastic Orange

Tube Orange Rock Sandstone Decks Gray



RIPTIDE

Fabric Shade True Blue Plastic Roof Sky Blue Uprights Sea Mist Accent 1 Azure HDPE Orange

2 Color HDPE Orange/White Roto Plastic Sky Blue Tube Sky Blue Rock Dark Granite Decks Blue



TIMBERLAND

Fabric Shade Sky Uprights Brown Accent 1 Spring Green HDPE Sky Blue 2 Color HDPE Sky Blue/ White

Roto Plastic Sky Blue Tube Sky Blue Rock Deep Granite Decks Blue



WHIMSY

Plastic Roof Orange Uprights White Accent 1 Blue

HDPE Orange 2 Color HDPE Spring Green/W Roto Plastic Periwinkle

Tube Sky Blue Rock Deep Granite Decks Grey



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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Julia Fritz, City Clerk

Date: December 4, 2023

Annual Reorganization of the City Council - Selection of Mayor and Vice Mayor Subject:

RECOMMENDATION:

It is recommended that the City Council proceed with the annual reorganization for the selection of Mayor and Vice Mayor in accordance with Section 11.1 Reorganization of the City Council Procedural Manual (Attachment "A").

BACKGROUND:

- 1. The San Fernando City Council is composed of five Councilmembers that are directly elected by the voters in the City to serve staggered four-year terms. The City Council elects the Mayor and Vice Mayor among their members annually in December. The terms of office of the Mayor and Vice Mayor shall be for one year, or until their successors have been chosen. Please refer to San Fernando City Council Procedural Manual, Section 11.1 Reorganization (Attachment "A").
- 2. Government Code Section 36801 (Attachment "B") states, "The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore [Vice Mayor]."
- 3. On December 12, 2022, the City Council appointed Celeste T. Rodriguez to serve as Mayor and Mary Mendoza to serve as Vice Mayor.

ANALYSIS:

The City of San Fernando is governed by five Councilmembers that are directly elected to serve four-year terms on a staggered basis, by the voters during the City's general election that occurs in November of even-numbered years.

CITY CLERK DEPARTMENT

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□ Deputy City Manager

□ City Manager

Annual Reorganization of the City Council – Selection of Mayor and Vice Mayor

Page 2 of 3

In accordance with Section 11.1 of the City Council Procedural Manual (Attachment "A"), the City Council shall appoint members to serve as Mayor and Vice Mayor at the first regular meeting in December of every year or as soon thereafter as feasible, and when applicable, following the certification of election results and seating of new City Councilmembers. The newly-appointed Mayor and Vice Mayor assume their positions immediately following the vote. The terms of office of the Mayor and Vice Mayor of the City Council shall be for one year, or until their successors have been chosen.

The position of Mayor is currently held by Celeste T. Rodriguez and the position of Vice Mayor is currently held by Mary Mendoza. Any member of the City Council may make nominations for the offices of Mayor and Vice Mayor. The City Clerk will conduct a roll call vote and each Councilmember will announce their vote for Mayor and Vice Mayor until each is elected by a majority of affirmative votes.

Per the City Council Procedural Manual, the nomination and appointment procedure for the offices of Mayor and Vice Mayor shall be conducted in successive order and as shown below as follows:

1. Election of Mayor:

- A. City Clerk opens the nominations for the position of Mayor.
- B. Nomination(s) is/are made for Mayor, and seconded.
- C. Hearing no objections, motion to close nominations.
- D. City Clerk conducts a roll call vote and each Councilmember announces their vote for Mayor until a Mayor is elected by majority vote.
- E. City Clerk announces the results.

2. Election of Vice Mayor:

- A. City Clerk opens the nominations for the position of Vice Mayor.
- B. Nomination(s) is/are made for Vice Mayor, and seconded.
- C. Hearing no objections, motion to close nominations.
- D. City Clerk conducts a roll call vote and each Councilmember announces their vote for Vice Mayor until a Vice Mayor is elected by majority vote.
- E. City Clerk announces the results.

3. Council Changes Seats as Follows:

- A. Mayor takes his/her seat.
- B. Vice Mayor takes his/her seat at the Mayor's right side.

Annual Reorganization of the City Council – Selection of Mayor and Vice Mayor

Page 3 of 3

If a tie vote occurs that cannot be resolved when declaring an individual to serve in the respective positions, the City Council may consider the following options and vote on them to proceed:

Postponement.

Government Code Section 36801 (Attachment "B") states, "The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore [Vice Mayor]."

By Lot Method.

The "by lot" method is a process to break a tie that involves randomly choosing someone by writing the names of tied Councilmembers on pieces of paper, ensuring that each person has an equal chance of being selected, and then placing the pieces of paper in a container. The Councilmembers name pulled out of the container by the City Clerk will serve in the respective position. This container serves as the randomizing element in the selection process.

Since the reorganization does not coincide with the declaration of a general municipal election result, the Councilmembers currently serving as Mayor and Vice Mayor may remain in those roles until the declaration of the March 5, 2024, special election results (expected to be at the first meeting in April) and will fill the vacant Councilmember seat. Directly following the certification of the special election results, the City Council may reconsider performing the reorganization for the selection of Councilmembers to serve in the capacity of Mayor and Vice Mayor until the City's declaration of results from the November 5, 2024 General Municipal Election.

BUDGET IMPACT:

There is no budget impact associated with City Council reorganization. This is included in the City Clerk Department's regular work plan and, therefore, included in the Fiscal Year 2023-2024 Adopted Budget.

CONCLUSION:

Staff recommends that City Council select a Mayor and Vice Mayor in accordance with Section 11.1 of the City Council Procedural Manual.

ATTACHMENTS:

- A. City Council Procedural Manual Reorganization
- B. Government Code Section 36801

ATTACHMENT "A"



CITY COUNCIL REORGANIZATION

San Fernando City Council Procedural Manual, Section 11.1 Reorganization

1. Election of Mayor:

- A. City Clerk opens the nominations for the position of Mayor
- B. Nomination(s) is/are made for Mayor, and seconded
- C. Hearing no objections, motion to close nominations
- D. City Clerk conducts a roll call vote in the order in which nominations are received until a Mayor is elected by majority vote
- E. City Clerk announces the results

2. Election of Vice Mayor:

- A. City Clerk opens the nominations for the position of Vice Mayor
- B. Nomination(s) is/are made for Vice Mayor, and seconded
- C. Hearing no objections, motion to close nominations
- D. City Clerk conducts a roll call vote in the order in which nominations are received until a Vice Mayor is elected by majority vote
- E. City Clerk announces the results

3. Council Changes Seats as Follows:

- A. Vice Mayor takes his/her seat at the Mayor's right side
- 4. City Council Comments/Remarks
- 5. Resume City Council Meeting

State of California

GOVERNMENT CODE

Section 36801

36801. The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore.

(Amended by Stats. 2005, Ch. 620, Sec. 1. Effective January 1, 2006.)