

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



## CITY OF SAN FERNANDO

### CITY COUNCIL ADJOURNED REGULAR MEETING AGENDA SUMMARY TUESDAY, NOVEMBER 28, 2023 – 6:00 PM

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

#### **PUBLIC PARTICIPATION OPTIONS**

##### **WATCH THE MEETING**

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

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

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

##### **SUBMIT PUBLIC COMMENT IN PERSON**

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

##### **SUBMIT PUBLIC COMMENT VIA EMAIL**

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

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

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

**Call-in Telephone Number: (669) 900-6833**  
**Meeting ID: 833 6022 0211**  
**Passcode: 924965**

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

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

---

*Staff Contact Nick Kimball, City Manager*

## **SAN FERNANDO CITY COUNCIL**

### **Adjourned Regular Meeting Notice and Agenda – November 28, 2023**

Page 2 of 7

---

#### **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 CERTIFICATES OF RECOGNITION TO RETIRING SAN FERNANDO RESERVE POLICE OFFICERS FOR THEIR SERVICE TO THE COMMUNITY
- B. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO CAROLYN LEMOS-URQUIDEZ FOR THE HEALTH & WELLNESS COMMUNITY FAIR

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

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



## **SAN FERNANDO CITY COUNCIL**

### **Adjourned Regular Meeting Notice and Agenda – November 28, 2023**

Page 3 of 7

---

#### **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 RESOLUTION NO. 23-112 APPROVING THE WARRANT REGISTER OF NOVEMBER 20, 2023**

Recommend that the City Council adopt Resolution No. 23-112 approving the Warrant Register dated November 20, 2023.

**2) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE OUTDOOR EQUITY GRANT PROGRAM**

Recommend that the City Council:

- a. Adopt Resolution No. 8275 authorizing the preparation and submittal of a grant application to the California Department of Parks and Recreation, Outdoor Equity Grants Program for \$399,000 to fund the San Fernando Trailblazers program; and
- b. Authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant.

**3) CONSIDERATION TO INCREASE THE CAPITAL PROJECT BUDGET FOR THE UPPER RESERVOIR REPLACEMENT PROJECT AND APPROVAL OF RELATED AMENDMENTS TO THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT AGREEMENTS**

Recommend that the City Council:

- a. Approve a Second Amendment to the Construction Contract with Pacific Hydrotech, Incorporated (Contract No. 2063(b)) increasing the current not-to-exceed contract amount by \$346,780, for additional construction services for the Upper Reservoir Replacement Project;
- b. Approve a fourth Amendment to the Professional Services Agreement with John Robinson Consulting, Inc. (Contract No. 1912(d)) increasing the current not-to-exceed contract amount by \$503,220 for additional construction management services for the Upper Reservoir Replacement Project;
- c. Adopt Budget Resolution No. 8277 to appropriate \$850,000 in American Rescue Plan Act funding to increase the total budget for the Upper Reservoir Replacement Project from \$7,702,091 to \$8,552,091; and
- d. Authorize the City Manager to execute each contract amendment, outstanding change orders and any future change orders due to unforeseen conditions.

## **SAN FERNANDO CITY COUNCIL**

### **Adjourned Regular Meeting Notice and Agenda – November 28, 2023**

Page 4 of 7

---

**4) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF THE NOTICE OF COMPLETION FOR RESERVOIR 2A/5 SITE IMPROVEMENT PROJECT, JOB NO. 7611, PLAN NO. P-738**

Recommend that the City Council:

- a. Accept the improvements as constructed by FS Contractors, Inc., and consider the work completed;
- b. Authorize the issuance and filing of the “Notice of Completion” with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention (\$22,069) after the 35-day lien period from the date the Notice of Completion is recorded.

**5) RECEIVE AND FILE AN UPDATE ON WATER TREATMENT PROJECTS AND RE-APPROPRIATE STATE GRANT FUNDS TO COVER THE COST OF IMPORTING WATER WHILE COMPLETING CURRENT WATER TREATMENT PROJECTS**

Recommend that the City Council:

- a. Receive and file an update on current water treatment projects; and
- b. Adopt Resolution No. 8276 approving the re-appropriation of \$1,250,000 in State grant funds to cover the cost of importing water while completing current water treatment projects.

**6) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO SUSAN SAXE-CLIFFORD AND ASSOCIATES TO PROVIDE PSYCHOLOGICAL, FITNESS FOR DUTY, AND CONCEALED CARRY WEAPON LICENSE EVALUATIONS**

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2214) with Susan Saxe-Clifford and Associates in an amount not to exceed \$35,000, to provide Psychological and Fitness for Duty Evaluations for Police Officer applicants, current staff, and Concealed Carry Weapon license evaluations for CCW applicants.
- b. Authorize the City Manager to execute the Professional Services Agreement and all related documents.

**7) CONSIDERATION TO ADOPT A RESOLUTION TO ESTABLISH CONCEALED CARRY WEAPON LICENSING FEES**

Recommend that the City Council adopt Resolution No. 8270 establishing Concealed Carry Weapon Licensing fees for the City of San Fernando.

## **SAN FERNANDO CITY COUNCIL**

### **Adjourned Regular Meeting Notice and Agenda – November 28, 2023**

Page 5 of 7

---

#### **8) CONSIDERATION TO ACCEPT THE BOARD OF STATE AND COMMUNITY CORRECTIONS FISCAL YEAR 2023 OFFICER WELLNESS AND MENTAL HEALTH GRANT**

Recommend that the City Council:

- a. Accept the Board of State and Community Corrections Officer Wellness and Mental Health Grant funds, in the amount of \$25,000;
- b. Adopt Resolution No. 8269 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.

#### **9) CONSIDERATION TO AWARD A MASTER SERVICES AGREEMENT TO FLOCK SAFETY FOR THE INSTALLATION OF FIXED AUTOMATED LICENSE PLATE READERS**

Recommend that the City Council:

- a. Approve a three-year Master Services Agreement (Contract No. 2213) to Flock Safety for the installation and maintenance of 37 Fixed Automated License Plate Readers; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

#### **10) CONSIDERATION TO ACCEPT CALIFORNIA AUTOMATED PERMIT PROCESSING PROGRAM FUNDS AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS; AND TO APPROVE A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EDGESOFT, INC., TO INTEGRATE AUTOMATIC SOLAR PERMITS WITH THE CITY'S ACTIVITY INFORMATION MANAGEMENT SYSTEMS**

Recommend that the City Council:

- a. Accept California Automated Permit Processing Program Funds in the amount of \$40,000 (Contract No. 2172);
- b. Adopt Resolution No. 8264 to increase the Operating Grants (Fund 110) revenues and expenditures by \$40,000 for Fiscal Year 2023-2024;
- c. Approve a third amendment to Professional Services Agreement (Contract No. 2012(c)) with Edgesoft, Inc., in an amount not-to-exceed \$19,000, to integrate Symbium Automatic Solar Permit Platform with the City's Activity Information Management Systems; and
- d. Authorize the City Manager to make non-substantive changes and execute all related documents.

## **SAN FERNANDO CITY COUNCIL**

### **Adjourned Regular Meeting Notice and Agenda – November 28, 2023**

Page 6 of 7

---

**11) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2023-2024 SALARY PLAN TO IMPLEMENT CHANGES IN THE MINIMUM WAGE AND THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION MEMORANDUM OF UNDERSTANDING**

Recommend that the City Council:

- a. Adopt Resolution No. 8271 amending the Fiscal Year 2023-2024 Salary Plan to implement changes in the minimum wage and changes in the San Fernando Police Officers' Association Memorandum of Understanding; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

**12) CONSIDERATION TO ADOPT A RESOLUTION TO APPROPRIATE SPECIFIED GRANT FUNDS FOR \$5,000,000 FROM THE 2022-2023 CALIFORNIA STATE BUDGET TO THE CITY OF SAN FERNANDO FOR A ONE-TIME GRANT TO THE BOYS & GIRLS CLUB OF SAN FERNANDO VALLEY**

Recommend that the City Council:

- a. Adopt Resolution No. 8273 appropriating \$5,000,000 in funds for the Boys & Girls Club of San Fernando Valley Program and Facility Upgrades project; and
- b. Authorize the City Manager to execute all related documents.

### **PUBLIC HEARING**

**13) A 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**

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. 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.

## **SAN FERNANDO CITY COUNCIL**

### **Adjourned Regular Meeting Notice and Agenda – November 28, 2023**

Page 7 of 7

---

#### **ADMINISTRATIVE REPORTS**

##### **14) DISCUSSION AND CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LAW ORGANIZATION, LLP**

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.

##### **15) DISCUSSION OF COMMUNITY ADVISORY COMMITTEE AND ANY OTHER MATTERS RELATED TO THE DOWNTOWN MASTER PLAN**

This item was agendized by Councilmember Joel Fajardo.

##### **16) DISCUSSION AND CONSIDERATION TO NO LONGER READ WRITTEN PUBLIC COMMENTS DURING THE PUBLIC COMMENT PERIOD OF CITY COUNCIL AND COMMISSION MEETINGS AND UPDATE ALL PROCEDURES, AS NECESSARY**

This item was agendized by Vice Mayor Mary Mendoza.

#### **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 22, 2023 (10:00 a.m.)

---

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

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

*This Page  
Intentionally  
Left Blank*

# **Regular Meeting San Fernando City Council**



*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

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

**Date:** November 28, 2023

**Subject:** Consideration to Adopt Resolution No. 23-112 Approving the Warrant Register of November 20, 2023

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-112 (Attachment "A") approving the Warrant Register dated November 20, 2023.

### 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.

The Warrant Register attached is due to the meeting adjournment of the November 20, 2023 Regular City Council meeting. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandum provided to the Director of Finance/City

**Consideration to Adopt Resolution No. 23-112 Approving the Warrant Register of November 20, 2023**

Page 2 of 2

---

Treasurer approving the release of the Warrant is attached to this report (Attachments “B” & “C”).

**ATTACHMENT:**

- A. Resolution No. 23-112, including:
  - Exhibit A: Payment Demands/Voucher List
- B. Resolution No. 6212 (August 3, 1992)
- C. Memorandum Approving Release of Warrant Register (November 20, 2023)

**RESOLUTION NO. 23-112**

**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. 23-112**

**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 28<sup>th</sup> day of November 2023.

---

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

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-112, 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 28<sup>th</sup> day of November, 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 \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk



vchlist		Voucher List				Page: 1	
11/17/2023 1:16:13PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
233574	11/20/2023	892287 99 CLEANERS	D54789		DRY CLEANING-SR CLUB TABLE CLOT 004-2380	90.00	
					Total :	90.00	
233575	11/20/2023	891587 ABLE MAILING INC.	38387	12972	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	121.03	
				12972	070-382-0000-4300	121.02	
			38388		WATER ENV STORAGE-OCT 2023 070-382-0000-4300	12.50	
					072-360-0000-4300	12.50	
					Total :	267.05	
233576	11/20/2023	893777 ADLERHORST INTERNATIONAL LLC	120402		K9 TRAINING AID & BALL 001-225-0000-4300	53.88	
					Total :	53.88	
233577	11/20/2023	894406 ADVANCE AUTO PARTS	8681329020440		OIL FILTERS 041-1215	138.65	
			8681330347593		VEHICLE MAINT-ME8615 074-320-0000-4400	333.73	
					Total :	472.38	
233578	11/20/2023	894315 AG LAWNMOWER SHOP	0122	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 001-311-0000-4300	162.00	
			0123	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 070-383-0000-4310	180.00	
					Total :	342.00	
233579	11/20/2023	889043 ALADIN JUMPERS	12255	13051	DELIVERY & INSTALL OF DANCE FLOC 001-423-0000-4300	676.15	
			12478	13051	DELIVERY & INSTALL OF DANCE FLOC 001-422-0000-4260	2,232.00	
					Total :	2,908.15	
233580	11/20/2023	894605 ALATRISTE, ALYSSA	835730		FACILITY RENTAL DEP REFUND 001-2220	150.00	
							Page: 1

vchlist

11/17/2023 1:16:13PM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233580	11/20/2023	894605 894605 ALATRISTE, ALYSSA	(Continued)			Total :150.00
233581	11/20/2023	892271 ALL STAR ELITE SPORTS	3847	12982	SPORTS UNIFORMS & STAFF UNIFORM	60.46
				12982	001-423-0000-4300	1,800.00
					004-2385	Total :1,860.46
233582	11/20/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		SUPPLIES FOR SENIOR CLUB	150.05
					004-2346	Total :150.05
233583	11/20/2023	100143 ALONSO, SERGIO	OCT 2023	13077	MMAP INSTRUCTOR SERGIO ALONSO	1,000.00
				13077	004-2360	610.00
					004-2359	Total :1,610.00
233584	11/20/2023	887695 AL'S KUBOTA TRACTOR	264826		VEHICLE MAINT-PK1169	974.27
					041-320-0390-4400	Total :974.27
233585	11/20/2023	894078 AMERICAN BUSINESS BANK	012		5% RETENTION HELD-UPPER RESVR	35,159.60
					010-2037	Total :35,159.60
233586	11/20/2023	894598 AMERICAN INTERGRATED	PROJ NO. 43091-2		CONSTRUCTION METER DEP REFUND	765.58
					070-3835-0000	Total :765.58
233587	11/20/2023	100172 AMERICAN RED CROSS	22633465		REG.-ADULT & PEDIATRIC 1ST AID/CPF	36.00
					001-225-0000-4360	Total :36.00
233588	11/20/2023	100175 AMERICAN WATER WORKS ASSOC.	7002149781		MEMBERSHIP RENEWAL-00034415	501.00
					070-381-0000-4370	Total :501.00
233589	11/20/2023	100184 ANDERSON TROPHY CO.	721532	12973	SPORTS TROPHY PURCHASE	155.00
					017-420-1334-4300	

Page:

2

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233589	11/20/2023	100184 100184 ANDERSON TROPHY CO.	(Continued)			Total : 155.00
233590	11/20/2023	100188 ANDY GUMP INC.	INV1077877	13005	PORTABLE RESTROOM SERV FOR CIT	336.49
			INV1077878	13005	043-390-0000-4260	336.34
					PORTABLE RESTROOM SERV FOR CIT	336.34
					070-384-0000-4260	672.83
					Total :	
233591	11/20/2023	894602 AREVALO, MICHAEL ALEXANDER	102823		WARM UP EXERCISES-SFV MILE EVEN	100.00
					017-420-1337-4260	100.00
					Total :	100.00
233592	11/20/2023	894228 ARROW LIFT OF CALIFORNIA	P-SI14952		LP PARK WHEEL CHAIR LIFT REPAIR	289.57
					043-390-0000-4330	289.57
					Total :	289.57
233593	11/20/2023	100222 ARROYO BUILDING MATERIALS, INC	288477	12984	HARDWARE SUPPLIES & U-CARTS OF	119.07
			288693	12984	001-311-0000-4300	119.07
					HARDWARE SUPPLIES & U-CARTS OF	274.99
					001-311-0000-4300	394.06
					Total :	394.06
233594	11/20/2023	889942 ATHENS SERVICES	15655253	13046	CITY STREET SWEEPING SERVICES	17,443.40
					001-343-0000-4260	17,443.40
					Total :	17,443.40
233595	11/20/2023	893939 AXON ENTERPRISES, INC	INUS199493	12579	BODY/VEHICLE CAMERA SYSTEM AND	27,388.18
					010-225-3698-4500	27,388.18
					Total :	27,388.18
233596	11/20/2023	894402 BANNER BANK	16992		5% RETENTION HELD-PACOIMA WASH	2,921.85
			17063		010-2037	7,750.00
			17167		5% RETENTION HELD-PACOIMA WASH	7,599.98
					010-2037	18,271.83
					Total :	18,271.83

Page: 3

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233597	11/20/2023	888443 BAVCO	240592		BACKFLOW REPAIR KIT	191.15
			241205		070-383-0000-4300	113.65
					BACKFLOW SUPPLIES	113.65
					070-383-0000-4300	304.80
					Total :	
233598	11/20/2023	892426 BEARCOM	5639710	13001	MAINTENANCE AGREEMENT FOR RAD	1,004.57
				13001	070-385-0000-4260	879.00
				13001	072-360-0000-4260	1,255.72
				13001	043-390-0000-4260	9,417.84
					001-135-0000-4260	12,557.13
					Total :	12,557.13
233599	11/20/2023	893591 BIOMEDICAL WASTE DISPOSAL	131067		BIOMEDICAL WASTE PICK UP & DISPO	103.99
					001-222-0000-4260	103.99
					Total :	103.99
233600	11/20/2023	888800 BUSINESS CARD	091223		ANNUAL DOMAIN RENEWAL	60.00
			100223		001-135-0000-4260	60.00
			101223		POSTS BOOSTS-SFV MILE	171.96
			101823		004-2385	5.00
			101923		VIDEO CONF-SEPT 2023	1,265.00
			102023		121-135-3689-4260	36.48
			102523		CITY CALENDAR & INT'L CHARGE	81.00
			102523		001-135-0000-4260	157.75
			102523		001-106-0000-4270	174.05
			102623		PERSONALITY ASSESSMENT-EXECUT	36.53
					001-105-0000-4270	129.60
					DINNER-2023 EXECUTIVE MANAGEME	
					001-105-0000-4270	
					LUNCH-2023 EXECUTIVE MANAGEME	
					001-105-0000-4270	
					IT SUPPLIES	
					001-135-0000-4300	
					DINNER-2023 EXECUTIVE MANAGEME	
					001-105-0000-4270	

Page: 4

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233600	11/20/2023	888800 BUSINESS CARD	(Continued)			
			102623		REPL PART FOR DRINKING FOUNTAIN	
					043-390-0000-4300	258.70
			102623		SENIOR BINGO PRIZES	
					004-2382	31.96
			102723		SENIOR BINGO PRIZES	
					004-2382	55.05
			102723-1		PUBLIC HEALTH PERMIT-DIA DE LOS N	
					001-424-0000-4260	1,026.00
			102723-2		SERVICE FEE	
					001-424-0000-4260	22.78
			103023		CISCO MERAKI SUBSCRIPTION	
					001-135-0000-4260	205.98
			103023		SOFTWARE SUBSCRIPTION	
					001-422-0000-4300	92.60
			103023-1		OFFICE SUPPLIES	
					001-105-0000-4300	22.24
			103023-2		OFFICE SUPPLIES	
					001-105-0000-4300	18.75
			103123		REG.-SCAG 14TH ANNUAL SO CAL EC	
					001-107-0000-4370	200.00
			103123		ANNUAL MEMBERSHIP	
					001-107-0000-4380	125.00
			110223		CITY EMAIL-NOV 2023	
					001-135-0000-4260	2,017.18
			110323		SUPPLIES FOR COMM. EVENT	
					001-152-0000-4300	35.83
					001-105-0000-4300	35.83
					001-140-0000-4300	35.83
					001-150-0000-4300	35.82
			110323		OFFICE SUPPLIES	
					001-222-0000-4300	28.92
			110323		FRAMES	
					001-101-0000-4300	99.14
			110323		LODGING-ANNUAL CE CONFERENCE	
					001-152-0000-4370	743.97
			110323		VPN SUBSCRIPTION-OCT 2023	

Page: 5

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233600	11/20/2023	888800 BUSINESS CARD	(Continued)			
					001-135-0000-4260	78.30
			110623		OFFICE SUPPLIES	
					001-222-0000-4300	19.29
			110723		BUSINESS CARDS	
					001-422-0000-4300	51.96
					001-152-0000-4300	51.96
					001-310-0000-4300	51.95
			110723		CISCO MERAKI CLOUD 3 DEVICE LICEI	
					001-135-0000-4300	361.38
			110823		CUSTOMIZED MUGS FOR RETIREES	
					001-105-0000-4300	51.80
			110823		REGISTRATION-ANNUAL CONFERENCE	
					001-130-0000-4370	515.00
					<b>Total :</b>	<b>8,390.59</b>
233601	11/20/2023	888800 BUSINESS CARD	101623-1		LODGING-IACP ANNUAL CONFERENCE	
					001-222-0000-4360	505.32
			101623-2		LODGING-IACP ANNUAL CONFERENCE	
					001-222-0000-4360	140.00
			102423-1		LODGING CREDIT-IACP ANNUAL CONF	
					001-222-0000-4360	-100.00
			102423-2		LODGING CREDIT-IACP ANNUAL CONF	
					001-222-0000-4360	-40.00
			102423-3		LODGING CREDIT-IACP ANNUAL CONF	
					001-222-0000-4360	-283.93
			103023		LODGING-CANINE PROG MANAGEMEN	
					001-225-0000-4360	360.12
			110623		LODGING-CLEARNS ANNUAL SEMINAR I	
					001-222-0000-4360	1,226.25
			110623		CABLES TO REPAIR PD RADIO	
					001-250-0000-4300	377.02
					<b>Total :</b>	<b>2,184.78</b>
233602	11/20/2023	887810 CALGROVE RENTALS, INC.	177509-1	12947	RENTAL OF GENERATOR & LIGHT TOW	
					043-390-0000-4300	548.56

Page: 6

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233602	11/20/2023	887810 887810 CALGROVE RENTALS, INC.	(Continued)			Total : 548.56
233603	11/20/2023	894404 CALIFORNIA BUILDING	3QTR 2023		BSASRF FEE ASSESSMENT DUES 001-2268	269.10 Total : 269.10
233604	11/20/2023	100542 CALIFORNIA HIGHWAY PATROL	102023		REG.-POST COURSE-VEHICLE THEFT 001-225-0000-4360	494.00 Total : 494.00
233605	11/20/2023	892464 CANON FINANCIAL SERVICES, INC	31366156	12948	LEASE FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	2,005.79 Total : 2,005.79
233606	11/20/2023	892465 CANON SOLUTIONS AMERICA, INC.	6005843401	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	1,657.73 Total : 1,657.73
233607	11/20/2023	891860 CARL WARREN & COMPANY	20314-20318		REIMB. TO ITF ACCT (LIABILITY CLAIMS) 006-1037	4,991.67 Total : 4,991.67
233608	11/20/2023	103814 CERVANTES, JORGE	REIMB.		REFRESHMENTS-COMMUNITY ACADE 001-222-0000-4300	55.50 Total : 55.50
233609	11/20/2023	894524 CHALLENGER PRODUCTION & RAMM	2023SFMILE#1	13003	SAN FERNANDO VALLEY MILE RUN OC 004-2385	1,887.25 Total : 1,887.25
233610	11/20/2023	894611 CHAPARRO, ROBERT	001001		DJ SERVICES-DIA DE LOS MUERTOS 001-422-0000-4260	400.00 Total : 400.00
233611	11/20/2023	894010 CHARTER COMMUNICATIONS	0010369101823 0010518102923		PD CABLE-10/18-11/17 001-222-0000-4260 REC PARK CABLE SRV-10/29-11/28 001-420-0000-4260	229.62 260.74

Page: 7

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233611	11/20/2023	894010 CHARTER COMMUNICATIONS	(Continued) 0335899101023 19630102323 22220410923		PD-5G FIBER INTERNET SERVICE 010-225-3698-4500 INTERNET SERVICES-10/23-11/22 001-190-0000-4220 PW OPS CABLE-10/29-11/28 043-390-0000-4260	2,600.00 1,399.00 134.91 Total : 4,624.27
233612	11/20/2023	893645 CHASE	32384		INTEREST PAYMENT-DEC 2023 070-385-0806-4405	9,215.00 Total : 9,215.00
233613	11/20/2023	894493 CHUCK THOMAS INVESTIGATIONS	CT23-013.1	12994	INTERNAL INVESTIGATIONS SERVICES 001-112-0000-4270	3,199.32 Total : 3,199.32
233614	11/20/2023	894289 CITY OF ANGELS COMMUNITY	12223		HOLIDAY TREE LIGHTING CHOIR 004-2385	1,300.00 Total : 1,300.00
233615	11/20/2023	101957 CITY OF LOS ANGELES, FIRE DEPT	SF240000004 SF240000005		FIRE SERVICES-NOV 2023 001-500-0000-4260 FIRE SERVICES-DEC 2023 001-500-0000-4260	259,973.64 259,973.64 Total : 519,947.28
233616	11/20/2023	890893 CITY OF SAN FERNANDO	NOV 2023		CITY PROPERTY UTILITY BILLING 043-390-0000-4210	5,685.27 Total : 5,685.27
233617	11/20/2023	892480 CLEAN ENERGY	CEW12630226 CEW12630261	13035 13035	MAINT. & REPAIRS FOR CNG STATION 074-320-0000-4260 MAINT. & REPAIRS FOR CNG STATION 074-320-0000-4260	262.50 577.50 Total : 840.00
233618	11/20/2023	893824 COMPLETE OFFICE	4094797-0		DEPARTMENT SUPPLIES	

Page: 8

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233618	11/20/2023	893824 COMPLETE OFFICE	(Continued)			
			4094797-1	13042	001-222-0000-4300	196.25
				13042	DEPARTMENT SUPPLIES	
					001-222-0000-4300	192.50
					<b>Total :</b>	<b>388.75</b>
233619	11/20/2023	100805 COOPER HARDWARE INC.	135965		MISC. SUPPLIES FOR REPAIRS AND Pf	
			135989	12986	017-420-1330-4300	101.73
			136026	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	
					001-311-0000-4300	22.28
			136100	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	
					070-383-0000-4310	60.21
				12986	MISC. SUPPLIES FOR REPAIRS AND Pf	
					043-390-0000-4300	9.53
					<b>Total :</b>	<b>193.75</b>
233620	11/20/2023	894134 CRUZ, HORTENSIA	839494		FACILITY RENTAL DEP REFUND	
					001-2220	165.00
					<b>Total :</b>	<b>165.00</b>
233621	11/20/2023	894613 CRUZ-QUIROZ, CARLOS	REIMB.		UNIFORM AND TRAINING ACCESSORIE	
					001-225-0000-4325	121.22
					001-222-0000-4300	241.34
					<b>Total :</b>	<b>362.56</b>
233622	11/20/2023	892888 CWE	23470		REGIONALPARK INFILTRATION PROJEI	
				12523	010-310-0620-4600	41,273.35
					<b>Total :</b>	<b>41,273.35</b>
233623	11/20/2023	893618 DANA SAFETY SUPPLY INC	874822		BULLET PROOF VESTS	
				12907	110-220-3675-4300	15.00
				12907	001-225-0000-4300	15.00
				12907	110-220-3675-4300	468.50
				12907	001-225-0000-4300	468.50
					110-220-3675-4300	44.51
					001-225-0000-4300	44.51
					<b>Total :</b>	<b>1,056.02</b>

Page: 9

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233624	11/20/2023	100930 DEPARTMENT OF CONSERVATION	JULY-SEPT 2023		STRONG MOTION INSTR.& SEISMIC H/	
					001-2040	1,025.97
					<b>Total :</b>	<b>1,025.97</b>
233625	11/20/2023	893969 DIAMOND ENVIRONMENTAL SERVICES	0004978737		PORTABLE RESTROOMS & HANDWASH	
				12987	001-424-0000-4260	1,589.50
					<b>Total :</b>	<b>1,589.50</b>
233626	11/20/2023	101152 DUARTE, JULIE	REIMB.		SUPPLIES FOR RETIREMENT GIFTS	
					001-101-0000-4300	12.49
					001-105-0000-4300	82.60
					<b>Total :</b>	<b>95.09</b>
233627	11/20/2023	892290 E.H. WACHS WATER	INV220680		VEHICLE MAINT	
					070-383-0000-4310	109.10
					<b>Total :</b>	<b>109.10</b>
233628	11/20/2023	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING	
					001-190-0390-4132	6,233.00
					<b>Total :</b>	<b>6,233.00</b>
233629	11/20/2023	894607 ESPINOSA, ROSALIE	839023		FACILITY RENTAL DEP REFUND	
					001-2220	165.00
					<b>Total :</b>	<b>165.00</b>
233630	11/20/2023	890879 EUROFINS EATON ANALYTICAL, INC	3800036039		WATER TESTING & ANALYSIS SERVICE	
				13032	070-384-0000-4260	18,170.00
					<b>Total :</b>	<b>18,170.00</b>
233631	11/20/2023	103851 EVERSOF, INC.	R2410173		WATER SOFTENER RENTAL-WELL 2A	
					070-384-0000-4260	58.45
					<b>Total :</b>	<b>58.45</b>
233632	11/20/2023	893029 FERGUSON WATERWORKS #1083	0017500		FIRE HYDRANT & FIRE SERVICE SUPP	
			0017885-1	13015	070-385-0701-4600	308.27
			0017910	13015	FIRE HYDRANT & FIRE SERVICE SUPP	
					070-385-0701-4600	1,047.81
					FIRE HYDRANT & FIRE SERVICE SUPP	

Page: 10

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233632	11/20/2023	893029 FERGUSON WATERWORKS #1083	(Continued)			
			0018361	13015	070-385-0701-4600 FIRE HYDRANT & FIRE SERVICE SUPP	851.57
			0018553	13015	070-385-0701-4600 FIRE HYDRANT & FIRE SERVICE SUPP	74.02
			0018557	13015	070-385-0701-4600 FIRE HYDRANT & FIRE SERVICE SUPP	519.67
				13015	070-385-0701-4600	577.61
					<b>Total :</b>	<b>3,378.95</b>
233633	11/20/2023	894525 FFSIGNS, LLC	578		SIGNS, DECALS, GRAPHICS AND MISC	
				13025	029-335-0000-4300	966.87
					<b>Total :</b>	<b>966.87</b>
233634	11/20/2023	894334 FRIEND, ERICA	OCT 2023		COMMISSIONER'S REIMBURSEMENT	
					001-420-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
233635	11/20/2023	893983 FRITZ, JULIA	REIMB.		VARIOUS SNACKS-EXECUTIVE STAFF	
					001-105-0000-4270	223.06
					<b>Total :</b>	<b>223.06</b>
233636	11/20/2023	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER	
			209-151-4939-102990		070-384-0000-4220 MUSIC CHANNEL	57.15
			209-188-4361-031792		001-190-0000-4220 RCS PHONE LINES	53.27
			209-188-4362-031792		001-420-0000-4220 PD PHONE LINES	141.29
			209-188-4363-031892		001-222-0000-4220 VARIOUS PHONE LINES	818.26
					001-190-0000-4220 070-384-0000-4220	104.57
					001-420-0000-4220	330.42
			818-361-6728-080105		ENGINEERING FAX LINE	264.06
			818-365-5097-120298		001-310-0000-4220 PD NARCOTICS VAULT	45.43

Page: 11

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233636	11/20/2023	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-837-1509-032207		001-222-0000-4220 PW PHONE LINES	45.02
			818-838-4969-021803		001-190-0000-4220 PD ALARM PANEL	45.43
					001-222-0000-4220	137.49
					<b>Total :</b>	<b>2,042.39</b>
233637	11/20/2023	888728 GALLEGOS, ROBERT	REIMB.		REGISTRATION FEE-CGIISN TRAINING	
					001-225-0000-4360	50.00
					<b>Total :</b>	<b>50.00</b>
233638	11/20/2023	893485 GALPIN WHOLESALE PARTS	3301593		CATALYTIC CONVERTER REPL. DUE TO	
				13057	070-383-0000-4400	8,100.00
				13057	001-370-0000-4300	2,486.64
					<b>Total :</b>	<b>10,586.64</b>
233639	11/20/2023	894351 GARCIA, VICTORIA	NOV 2023		COMMISSIONER'S REIMB.	
					001-310-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
233640	11/20/2023	894596 GLENOAKS ESTATES LLC	54-5025-02		WATER ACCT REFUND-995 GLENOAKS	
					070-2010	8.81
					<b>Total :</b>	<b>8.81</b>
233641	11/20/2023	889352 GOMEZ, ADRIANA B.	NOV 2023		COMMISSIONER'S REIMB.	
					001-310-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
233642	11/20/2023	101376 GRAINGER, INC.	9870586345		EQUIPMENT & SUPPLIES FOR VARIOU	
			9870863389	13027	043-390-0000-4300 EQUIPMENT & SUPPLIES FOR VARIOU	291.64
			9870891604	13027	043-390-0000-4300 EQUIPMENT & SUPPLIES FOR VARIOU	325.43
			9883559982	13027	043-390-0000-4300 EQUIPMENT & SUPPLIES FOR VARIOU	26.07
				13027	043-390-0000-4300	37.66

Page: 12

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233642	11/20/2023	101376 GRAINGER, INC.	(Continued) 9883859267	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	372.67
			9885176819	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	195.65
			9885327362	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	422.26
					<b>Total :</b>	<b>1,671.38</b>
233643	11/20/2023	893344 GRAND ELECTRICAL SUPPLY	201778		REPAIR MACLAY/EIGHTH ST-ARCH LIG 027-344-0000-4300	130.10
			201779		REPLACEMENT LIGHTS-PW OPS CENT 043-390-0000-4300	859.95
			201817		REPAIR MACLAY/EIGHTH ST-ARCH LIG 027-344-0000-4300	19.18
			201820		REPAIR MACLAY/EIGHTH ST-ARCH LIG 027-344-0000-4300	200.10
			201822		REPAIR MACLAY/EIGHTH ST-ARCH LIG 027-344-0000-4300	99.23
			201829		REPAIR MACLAY/EIGHTH ST-ARCH LIG 027-344-0000-4300	46.31
					<b>Total :</b>	<b>1,354.87</b>
233644	11/20/2023	894407 GRAYBAR FINANCIAL SERVICES	15591060		VOIP MONLTY LEASE PAYMENT-NOV 001-190-0000-4220	944.54
					001-222-0000-4220	944.54
					001-420-0000-4220	404.80
					070-384-0000-4220	404.79
					<b>Total :</b>	<b>2,698.67</b>
233645	11/20/2023	894512 GUILLEN, JEANETTE	REIMB.		MILEAGE REIMB. 001-420-0000-4390	5.90
					<b>Total :</b>	<b>5.90</b>
233646	11/20/2023	101434 GUZMAN, JESUS ALBERTO	OCT 2023	13067	MMAP INSTRUCTOR JESUS ALBERTO 004-2360	1,800.00

Page: 13

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233646	11/20/2023	101434 101434 GUZMAN, JESUS ALBERTO	(Continued)		<b>Total :</b>	<b>1,800.00</b>
233647	11/20/2023	101428 H & H WHOLESALE PARTS	1CR0087487		RETURN OF DEFECTIVE BATTERIES 041-1215	-293.85
			1IN0601015	13023	VEH. BATTERIES INCLUDING DELIVER 041-1215	659.87
			1IN0601953	13023	VEH. BATTERIES INCLUDING DELIVER 041-1215	735.65
			ICR0087762		RETURNED DEFECTIVE BATTERIES 041-1215	-386.94
					<b>Total :</b>	<b>714.73</b>
233648	11/20/2023	888647 HDL SOFTWARE, LLC	SIN032626	13036	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	5,329.89
					<b>Total :</b>	<b>5,329.89</b>
233649	11/20/2023	101512 HDL, COREN & CONE	SIN032281		2022-23 ACFR STATS PACKAGE 001-130-0000-4270	1,095.00
			SIN032975	13039	CONTRACT SERVICES - PROPERTY TA 001-130-0000-4270	1,786.72
					<b>Total :</b>	<b>2,881.72</b>
233650	11/20/2023	893817 HERNANDEZ MOLINA, MARIO ALBERTO	OCT 2023	13079	MMAP INSTRUCTOR MARIO HERNANDEZ 004-2359	780.00
					<b>Total :</b>	<b>780.00</b>
233651	11/20/2023	888309 HI 2 LO VOLTAGE WIRING CO, INC	20798		MONITORING-10/01/23 TO 12/31/23 001-222-0000-4260	75.00
					<b>Total :</b>	<b>75.00</b>
233652	11/20/2023	892439 HISTORICAL RESOURCES, INC.	1244	12961	LOPEZ ADOBE PROFESSIONAL MGMT 001-420-0000-4260	1,312.50
					<b>Total :</b>	<b>1,312.50</b>
233653	11/20/2023	894471 HUBBARD-GUZMAN, INC.	004	12951	JUI-JITSU TRAINING 001-225-0000-4360	700.00
					<b>Total :</b>	<b>700.00</b>

Page: 14



vchlist  
 11/17/2023 1:16:13PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233654	11/20/2023	893804 INDUSTRIAL SHOEWOR	1100-1387194		SAFETY BOOTS 001-311-0000-4310	100.00
					<b>Total :</b>	<b>100.00</b>
233655	11/20/2023	101633 INTERNATIONAL CITY/COUNTY	FY23/24		FY23/24 MEMBERSHIP DUES (995505) 001-105-0000-4380	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
233656	11/20/2023	892682 IPS GROUP, INC.	INV90540	13045	SMART METER CREDIT CARD TRANSA 029-335-0000-4260	753.82
					<b>Total :</b>	<b>753.82</b>
233657	11/20/2023	891777 IRRIGATION EXPRESS	15282488-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 070-384-0000-4300	16.45
			15282517-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 070-384-0000-4300	108.40
					<b>Total :</b>	<b>124.85</b>
233658	11/20/2023	892060 JCL TRAFFIC SERVICES	121666	13056	TRAFFIC CONTROL PLAN FOR THE SF 017-420-0000-4500	469.00
				13056	004-2385	18,181.00
					<b>Total :</b>	<b>18,650.00</b>
233659	11/20/2023	887637 JOHNSON CONTROLS	23777811		ANNUAL TESTING & INSPECTION OF 043-390-0000-4330	1,798.75
					<b>Total :</b>	<b>1,798.75</b>
233660	11/20/2023	891794 KIMBALL, NICK	REIMB.		MEALS & LODGING-EXECUTIVE STAFF 001-105-0000-4270	2,750.14
					<b>Total :</b>	<b>2,750.14</b>
233661	11/20/2023	101768 KIMBALL-MIDWEST	101545192		VEHICLE MAINT-PW5213 041-320-0311-4400	502.47
			101549085		VEHICLE MAINT-PW5213 041-320-0311-4400	60.27
					<b>Total :</b>	<b>562.74</b>
233662	11/20/2023	888138 KOPPL PIPELINE SERVICES, INC.	25824		TEST & HOT TAP-510 PARK AVE	
						Page: 15

 vchlist  
 11/17/2023 1:16:13PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233662	11/20/2023	888138 KOPPL PIPELINE SERVICES, INC.	(Continued)		070-383-0000-4260	610.00
					<b>Total :</b>	<b>610.00</b>
233663	11/20/2023	894574 KOUNKUEY DESIGN INITIATIVE INC	699	13075	A LAND & OPEN SPACE INVENTORY S1 010-420-0516-4600	3,665.25
			700	13075	A LAND & OPEN SPACE INVENTORY S1 010-420-0516-4600	6,951.25
					<b>Total :</b>	<b>10,616.50</b>
233664	11/20/2023	102007 L.A. COUNTY SHERIFFS DEPT.	240769BL	13018	PRE-PACKAGED, PREPARED INMATE M 001-225-0000-4350	275.45
					<b>Total :</b>	<b>275.45</b>
233665	11/20/2023	894603 LA POET SOCIETY INC	102823		SPOKEN WORD POETS-DIA DE LOS MI 001-420-0000-4260	150.00
					<b>Total :</b>	<b>150.00</b>
233666	11/20/2023	101852 LARRY & JOE'S PLUMBING	2274682-0001-02		MISC SUPPLIES 070-383-0000-4310	389.73
					<b>Total :</b>	<b>389.73</b>
233667	11/20/2023	893063 LEON, MIGUEL	110723		REIMB-SENIOR CLUB ACTIVITIES 004-2380	54.95
					<b>Total :</b>	<b>54.95</b>
233668	11/20/2023	888195 LEXIPOL LLC	INVLEX119951		ANNUAL LAW ENFORCEMENT POLICY 001-135-0000-4260	9,249.21
					<b>Total :</b>	<b>9,249.21</b>
233669	11/20/2023	102012 LOS ANGELES COUNTY	2508-002-270		2023-2024 PROPERTY TAXES-WELL3 070-381-0000-4450	246.95
			2508-005-270		2023-2024 PROPERTY TAXES-WELL 2A 070-381-0000-4450	283.26
			2508-005-271		2023-2024 PROPERTY TAXES-WELL2A 070-381-0000-4450	149.96
			2509-014-270		2023-2024 PROPERTY TAXES-12900 DF 070-381-0000-4450	5,014.80
						Page: 16

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 17

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233669	11/20/2023	102012 LOS ANGELES COUNTY	(Continued) 2509-015-270		2023-2024 PROPERTY TAXES-13655 FC 070-381-0000-4450	1,510.32
			2517-023-270		2023-2024 PROPERTY TAXES-2005 FOI 070-381-0000-4450	3,581.04
			892-851-365		2023-2024 PROPERTY TAXES-WATER S 070-381-0000-4450	1,952.42
					<b>Total :</b>	<b>12,738.75</b>
233670	11/20/2023	892477 LOWES	9747-01045		REC PARK PAINTING 043-390-0000-4300	18.05
			9747-01197		REPL LIGHTS-CC CHAMBERS RESTRC 043-390-0000-4300	59.70
			9747-01267		SFPD JAIL CELL REPAIRS 043-390-0000-4300	64.66
			9747-01272		PAINT FOR REC PARK 043-390-0000-4300	115.49
			9747-01273		TRUNK ORGANIZER-PD3912 041-320-0225-4400	41.60
			9747-01292		SFPD JAIL CELL REPAIRS 043-390-0000-4300	134.50
			9747-01309		SFPD JAIL CELL REPAIRS 043-390-0000-4300	66.34
			9747-01973		REC PARK PAINTING 043-390-0000-4300	12.40
			9747-77524		VEHICLE MAINT-PK3234 041-320-0390-4400	60.53
			9747-90019		LP PARK MEN'S RESTROOM REPAIRS 043-390-0000-4300	64.93
					<b>Total :</b>	<b>638.20</b>
233671	11/20/2023	894610 LUNA, DAVID	840316		TENNIS REFUND 017-3770-1327	55.00
					<b>Total :</b>	<b>55.00</b>
233672	11/20/2023	888468 MAJOR METROPOLITAN SECURITY	1111175	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00

Page: 17

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233672	11/20/2023	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1111176		ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111177	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111178	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111179	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111180	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1111181	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111182	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1111183	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1111184	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111185	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111186	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1111187	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1111188	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1111189	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1111515	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111516	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1111517	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1111518	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00

Page: 18

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 19

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233672	11/20/2023	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1111519		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1111520		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111521		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111522		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1111523		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111524		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1111525		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111526		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	23.00
			1111527		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.00
			1111528		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.00
			1111529		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.00
			1111852		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111853		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1111854		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111855		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111856		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1111857		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111858		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00

Page: 19

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233672	11/20/2023	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1111859		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1111860		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111861		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1111862		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1111863		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	23.00
			1111864		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.00
			1111865		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.00
			1111866		ALARM MONITORING AT ALL CITY FACI	
				13061	070-384-0000-4260	28.00
			1112181		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1112182		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112183		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1112184		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112185		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112186		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112187		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112188		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	15.00
			1112189		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00
			1112190		ALARM MONITORING AT ALL CITY FACI	
				13061	043-390-0000-4260	25.00

Page: 20

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233672	11/20/2023	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1112191	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1112192	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1112193	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1112194	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1112195	13061	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			2989	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4330	270.00
			3010	13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	505.00
				13061	043-390-0000-4330	1,230.00
					<b>Total :</b>	<b>3,373.00</b>
233673	11/20/2023	894400 MARIPOSA ECO CONSULTING	SFIWMP-1	12920	PREP OF CITY'S IMPLEMENTATION WA 110-350-0869-4260	13,500.00
					<b>Total :</b>	<b>13,500.00</b>
233674	11/20/2023	887918 MARISCAL JR, MARIO	TRAVEL		PER DIEM-CIVILIAN SUPERVISOR COU 001-225-0000-4360	225.00
			TRAVEL-2		REG.-CIVILIAN SUPERVISOR COURSE 001-225-0000-4360	225.00
					<b>Total :</b>	<b>450.00</b>
233675	11/20/2023	889205 MARTINEZ, HECTOR M.	110423-A		MUSICAL PERFORMANCE-VETERAN'S 001-422-0000-4260	300.00
					<b>Total :</b>	<b>300.00</b>
233676	11/20/2023	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	39.21
					<b>Total :</b>	<b>39.21</b>
233677	11/20/2023	894310 MLA GREEN INC	19366		CONSTRUCTION SUPPORT FOR PACO	

Page: 21

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 22

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233677	11/20/2023	894310 MLA GREEN INC	(Continued)	12853	012-311-0551-4600	6,225.00
					<b>Total :</b>	<b>6,225.00</b>
233678	11/20/2023	893343 MOHR, NICOLE	NOV 2023		COMMISSIONER'S REIMB. 001-310-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
233679	11/20/2023	893934 MORA, JUAN LUIS	MCB-1023	12954	CONSULTANT FOR BASEBALL INSTRU 017-420-1330-4260	3,920.00
					<b>Total :</b>	<b>3,920.00</b>
233680	11/20/2023	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	151.99
					<b>Total :</b>	<b>151.99</b>
233681	11/20/2023	102325 NAPA AUTO PARTS	147139		MISC ITEM 070-383-0000-4310	18.18
			147148		MISC ITEM 070-383-0000-4310	54.01
			147214		MISC ITEMS 070-383-0000-4310	157.64
			147300		MISC ITEM 070-383-0000-4310	4.41
			147383		ITEM RETURNED 070-383-0000-4310	-128.98
					<b>Total :</b>	<b>105.26</b>
233682	11/20/2023	893348 NCSI	39074		CATS VOLUNTEER BACKGROUND CHE 001-423-0000-4260	18.50
					<b>Total :</b>	<b>18.50</b>
233683	11/20/2023	893405 NEW HORIZON	2417681		LP PHONE SERVICES-NOV 2023 001-420-0000-4220	335.27
					<b>Total :</b>	<b>335.27</b>
233684	11/20/2023	894466 NVIS COMMUNICATIONS, LLC	NVIS-0284A	12931	CAL OES CODAN BASE STATION & RA 110-220-3663-4500	15,289.93

Page: 22

vchlist  
 11/17/2023 1:16:13PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233684	11/20/2023	894466 NVIS COMMUNICATIONS, LLC	(Continued) NVIS-0284B	12931	CAL OES CODAN BASE STATION & RAI 110-220-3663-4500	38,017.03
			NVIS-0284C	12931	CAL OES CODAN BASE STATION & RAI 110-220-3663-4500	5,512.50
					<b>Total :</b>	<b>58,819.46</b>
233685	11/20/2023	894100 ODP BUSINESS SOLUTIONS , LLC	332017466001		OFFICE SUPPLIES 001-222-0000-4300	93.70
			334362094001		OFFICE SUPPLIES 070-384-0000-4300	96.89
			334363721001		OFFICE SUPPLIES 041-320-0000-4300	22.04
			336009273001		OFFICE SUPPLIES 001-222-0000-4300	97.01
			336012596001		OFFICE SUPPLIES 001-222-0000-4300	62.83
			336012599001		OFFICE SUPPLIES 001-222-0000-4300	85.96
			336284440001		OFFICE SUPPLIES 001-222-0000-4300	43.14
			336284772001		OFFICE SUPPLIES 001-222-0000-4300	78.71
			336284773001		OFFICE SUPPLIES 001-222-0000-4300	19.78
			336284774001		OFFICE SUPPLIES 001-222-0000-4300	16.97
			336284775001		OFFICE SUPPLIES 001-222-0000-4300	23.14
			336495783001		OFFICE SUPPLIES 001-222-0000-4300	15.49
			336497294001		OFFICE SUPPLIES 001-222-0000-4300	26.42
			336497295001		OFFICE SUPPLIES 001-222-0000-4300	18.69
			336920195001		OFFICE SUPPLIES 001-420-0000-4300	217.10

Page: 23

 vchlist  
 11/17/2023 1:16:13PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 24

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233685	11/20/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued) 337710008001		ITEM RETURNED 070-384-0000-4300	-47.22
			338185213001		OFFICE SUPPLIES 001-222-0000-4300	136.74
			338186384001		OFFICE SUPPLIES 001-222-0000-4300	55.98
			339092986001		OFFICE SUPPLIES 070-384-0000-4300	47.22
			339098597001		OFFICE SUPPLIES 070-384-0000-4300	16.88
			339138337001		OFFICE SUPPLIES 072-360-0000-4300	98.32
			339138966001		BREAK ROOM SUPPLIES 043-390-0000-4300	5.53
			339138967001		OFFICE SUPPLIES 043-390-0000-4300	8.40
			339179295001		TONER AND PAPER 070-384-0000-4300	374.50
			339640940001		OFFICE SUPPLIES 001-222-0000-4300	78.26
			339641999001		OFFICE SUPPLIES 001-222-0000-4300	46.28
					<b>Total :</b>	<b>1,738.76</b>
233686	11/20/2023	894123 OLIVAREZ MADRUGA LAW	23047		LEGAL SERVICES 070-110-0000-4270	367.20
					001-110-0000-4270	22,486.35
					<b>Total :</b>	<b>22,853.55</b>
233687	11/20/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4605-140143	13008	VEH. MAINT. AND REPAIR PARTS FOR (	136.36
			4605-140669	13008	VEH. MAINT. AND REPAIR PARTS FOR (	296.52
			4605-140672	13008	VEH. MAINT. AND REPAIR PARTS FOR (	580.65
			4605-140836		VEH. MAINT. AND REPAIR PARTS FOR (	

Page: 24

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 25

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233687	11/20/2023	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-140848	13008	041-320-0311-4400	53.42
				13008	VEH. MAINT. AND REPAIR PARTS FOR I	
			4605-140975	13008	041-320-0370-4400	14.06
				13008	VEH. MAINT. AND REPAIR PARTS FOR I	
			4605-142134	13008	041-320-0311-4400	108.00
				13008	VEH. MAINT. AND REPAIR PARTS FOR I	
			4605-142541	13008	041-320-0225-4400	90.34
				13008	VEH. MAINT. AND REPAIR PARTS FOR I	
					041-320-0225-4400	84.53
					<b>Total :</b>	<b>1,363.88</b>
233688	11/20/2023	892095 OSCAR SIGNS & GRAPHICS	#SANFERCITY102323		BANNERS FOR SFV MILE & DOD EVEN	
					017-420-1395-4300	303.19
					<b>Total :</b>	<b>303.19</b>
233689	11/20/2023	894056 PACIFIC HYDROTECH CORPORATION	012		UPPER RESERVOIR REPLACEMENT PI	
				12642	010-385-0716-4600	703,192.05
					010-2037	-35,159.60
					<b>Total :</b>	<b>668,032.45</b>
233690	11/20/2023	888110 PACOIMA BEAUTIFUL	PB-001		COMMUNITY ENGAGEMENT SERVICES	
				12884	010-420-0671-4600	40,000.00
				12884	010-423-3643-4600	7,574.23
					<b>Total :</b>	<b>47,574.23</b>
233691	11/20/2023	889385 PAK, JEFFREY	TRAVEL		PER DIEM-POST COURSE-VEHICLE TH	
					001-225-0000-4360	225.00
					<b>Total :</b>	<b>225.00</b>
233692	11/20/2023	894604 PALOMARES, GUSTAVO	835289		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
233693	11/20/2023	892360 PARKING COMPANY OF AMERICA	INVM0017924		PUBLIC TRANSPORTATION SERVICES-	
				13076	007-313-0000-4260	46,781.21
				13076	007-313-3630-4402	5,932.02

Page: 25

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 26

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233693	11/20/2023	892360 PARKING COMPANY OF AMERICA	(Continued)			
			INVM0018006		PUBLIC TRANSPORTATION SERVICES	
				13076	007-313-0000-4260	48,860.96
				13076	007-313-3630-4402	5,221.36
			INVM0018102		PUBLIC TRANSPORTATION SERVICES	
				13076	007-313-0000-4260	46,531.64
				13076	007-313-3630-4402	6,587.04
					<b>Total :</b>	<b>159,914.23</b>
233694	11/20/2023	894186 PAT-CHEM LABORATORIES	3101147		WATER SAMPLING	
					070-384-0000-4260	65.00
					<b>Total :</b>	<b>65.00</b>
233695	11/20/2023	894290 PBLA BOOTH	90511698731540987		PHOTO BOOTH-VETERAN'S DAY CERE	
					001-422-0000-4360	250.00
					<b>Total :</b>	<b>250.00</b>
233696	11/20/2023	889545 PEREZ, MARIBEL	REIMB.		PROGRAM AND EVENTS SUPPLIES	
					017-420-1330-4300	151.91
					004-2385	400.15
					<b>Total :</b>	<b>552.06</b>
233697	11/20/2023	894597 PEREZ, RUBEN	62-0920-15		WATER ACCT REFUND-406 ALEXANDE	
					070-2010	49.02
					<b>Total :</b>	<b>49.02</b>
233698	11/20/2023	893933 PORTA-STOR	407908		MCB STORAGE BIN RENTAL	
					017-420-1330-4260	82.00
					<b>Total :</b>	<b>82.00</b>
233699	11/20/2023	894601 PRIETO DURAN, ALLISON M.	102823		WARM UP EXERCISES-SFV MILE EVEN	
					017-420-1337-4260	100.00
					<b>Total :</b>	<b>100.00</b>
233700	11/20/2023	102688 PROFESSIONAL PRINTING CENTERS	21684		PRE-PRINTED FORMS	
			21774	13060	001-155-0000-4300	468.56
				13060	PRE-PRINTED FORMS	
					001-222-0000-4300	395.80

Page: 26

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 27

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233700	11/20/2023	102688 102688 PROFESSIONAL PRINTING CENTERS	(Continued)			<b>Total : 864.36</b>
233701	11/20/2023	890004 PTS	2114323		PD PAY PHONE-DEC 2023 001-190-0000-4220	109.92 <b>Total : 109.92</b>
233702	11/20/2023	894306 QUENCH USA, INC.	INV06486985		DRINKING WATER 001-222-0000-4300	109.15 <b>Total : 109.15</b>
233703	11/20/2023	894439 RODRIGUEZ, CHRIS	TRAVEL		PER DIEM .POST COURSE-VEHICLE TR 001-225-0000-4360	225.00 <b>Total : 225.00</b>
233704	11/20/2023	894572 RODRIGUEZ, ISABELL	REIMB.		TRANSPORTATION DURING RECORDS 001-222-0000-4360	46.33 <b>Total : 46.33</b>
233705	11/20/2023	893276 RON'S MAINTENANCE, INC.	879	12870 12870	CATCH BASIN CLEANING SERVICES- 001-311-0000-4260 023-311-0000-4260	1,036.00 7,532.00 <b>Total : 8,568.00</b>
233706	11/20/2023	894312 RUIZ, EDWARD	REIMB.-1 REIMB.-2		WATER DISTRIB. OPERATOR EXAM PR 070-381-0000-4360 WATER DISTRIB. OPERATOR STATE EX 070-381-0000-4360	249.99 90.00 <b>Total : 339.99</b>
233707	11/20/2023	892856 SALAS, JUAN	REIMB.		SUPPLIES FOR VARIOUS EVENTS 004-2383 001-420-0000-4300 004-2346	44.46 67.74 70.34 <b>Total : 182.54</b>
233708	11/20/2023	894578 SAN FERNANDO MUFFLER	4592 4593		VEHICLE MAINT-WA9977 070-383-0000-4400 VEHICLE MAINT-WA7218	624.00

Page: 27

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 28

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233708	11/20/2023	894578 SAN FERNANDO MUFFLER	(Continued)			
			4594		070-383-0000-4400 VEHICLE MAINT-WA0172	624.00
			4595		070-383-0000-4400 VEHICLE MAINT-EL0083	624.00
					041-320-0370-4400	624.00 <b>Total : 2,496.00</b>
233709	11/20/2023	103050 SAN FERNANDO PET HOSPITAL	199809		K9 VET SERVICES 001-225-0000-4270	171.06 <b>Total : 171.06</b>
233710	11/20/2023	103057 SAN FERNANDO VALLEY SUN	12052 12080 12084		LEGAL PUBL.-ANNUAL TRANS TAX TOV 001-190-0000-4267 LEGAL PUBL.-2ND READING & ADOPTIC 001-115-0000-4230 NIB-TRAFFIC SIGNALS HIGHWAY SAFE 001-115-0000-4230	939.02 101.25 104.63 <b>Total : 1,144.90</b>
233711	11/20/2023	889023 SAN GABRIEL VALLEY	2023-2024		FY23-24 MEMBERSHIP DUES 001-222-0000-4380	400.00 <b>Total : 400.00</b>
233712	11/20/2023	103064 SAN GABRIEL VALLEY CITY	101823 111523 FY23-24		MONTHLY MEETING LUNCHEON 001-105-0000-4370 MONTHLY MEETING LUNCHEON 001-105-0000-4370 ANNUAL MEMBERSHIP DUES 001-105-0000-4380	105.00 70.00 55.00 <b>Total : 230.00</b>
233713	11/20/2023	894125 SANCHEZ, NATASHA	OCT 2023		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	100.00 <b>Total : 100.00</b>
233714	11/20/2023	102967 SCOTT FAZEKAS & ASSOCIATES INC	22621		PLAN CHECK CONSULTANT SERVICES	

Page: 28



vchlist  
11/17/2023 1:16:13PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233714	11/20/2023	102967 SCOTT FAZEKAS & ASSOCIATES INC	(Continued)		001-2698	4,020.68
					<b>Total :</b>	<b>4,020.68</b>
233715	11/20/2023	103184 SMART & FINAL	0158		SUPPLIES-DIA DE LOS MUERTOS EVEI	
			0169		001-424-0000-4300	204.35
			0171		HALLOWEEN SUPPLIES	31.97
			0188		001-222-0000-4300	73.53
					001-310-0000-4300	22.00
					ICE	22.00
					001-222-0000-4300	22.00
					<b>Total :</b>	<b>331.85</b>
233716	11/20/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	12,064.64
					029-335-0000-4210	3,420.06
					043-390-0000-4210	9,066.64
					070-384-0000-4210	24,254.02
					074-320-0000-4210	9,052.88
			700136176526		ELECTRIC-METER FOR MALL-MACLAY	
			700360580265		030-341-0000-4210	7.09
			700363532503		ELECTRIC-910 FIRST	
			700577150347		043-390-0000-4210	6,075.53
			700826276457		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	10,400.92
					ELECTRIC-190 PARK	
					027-344-0000-4210	853.99
					ELECTRIC-799 JESSIE	
					043-390-0000-4210	39.60
					<b>Total :</b>	<b>75,235.37</b>
233717	11/20/2023	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	10,704.31
					<b>Total :</b>	<b>10,704.31</b>
233718	11/20/2023	103251 STANLEY PEST CONTROL	130545		INTERIOR/EXTERIOR PEST EXTERMIN	

Page: 29

vchlist  
11/17/2023 1:16:13PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 30

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233718	11/20/2023	103251 STANLEY PEST CONTROL	(Continued)		043-390-0000-4330	175.00
			587038	13070	INTERIOR/EXTERIOR PEST EXTERMIN	
			587040	13070	043-390-0000-4330	94.00
			587041	13070	INTERIOR/EXTERIOR PEST EXTERMIN	62.00
			587042	13070	043-390-0000-4330	135.00
			587043	13070	INTERIOR/EXTERIOR PEST EXTERMIN	55.00
			587044	13070	043-390-0000-4330	95.00
			597045	13070	INTERIOR/EXTERIOR PEST EXTERMIN	85.00
			597077	13070	043-390-0000-4330	85.00
			597080	13070	INTERIOR/EXTERIOR PEST EXTERMIN	94.00
			597081	13070	043-390-0000-4330	62.00
			597082	13070	INTERIOR/EXTERIOR PEST EXTERMIN	135.00
			597083	13070	043-390-0000-4330	55.00
			597084	13070	INTERIOR/EXTERIOR PEST EXTERMIN	95.00
			597085	13070	043-390-0000-4330	85.00
			605623	13070	INTERIOR/EXTERIOR PEST EXTERMIN	94.00
			605626	13070	043-390-0000-4330	62.00
			605627	13070	INTERIOR/EXTERIOR PEST EXTERMIN	135.00
			605629	13070	043-390-0000-4330	
					INTERIOR/EXTERIOR PEST EXTERMIN	

Page: 30

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 31

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233718	11/20/2023	103251 STANLEY PEST CONTROL	(Continued)			
			605630	13070	043-390-0000-4330	55.00
				13070	INTERIOR/EXTERIOR PEST EXTERMIN	
			605631		043-390-0000-4330	95.00
				13070	INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	85.00
			605632		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	85.00
					<b>Total :</b>	<b>2,008.00</b>
233719	11/20/2023	894130 SUNBURST UNIFORMS	1894		UNIFORMS & ACCESSORIES	
			1896	13043	001-222-0000-4300	2,317.74
				13043	UNIFORMS & ACCESSORIES	
			1897		001-222-0000-4300	806.95
				13043	UNIFORMS & ACCESSORIES	
			1898		001-222-0000-4300	47.25
				13043	UNIFORMS & ACCESSORIES	
					<b>Total :</b>	<b>400.70</b>
					<b>3,572.64</b>	
233720	11/20/2023	888821 THE GOODYEAR TIRE & RUBBER CO	0000038370		TIRES FOR FLEET	
				13009	041-1215	508.45
					<b>Total :</b>	<b>508.45</b>
233721	11/20/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	3531717		MACLAY/EIGHTH LIGHTS	
			4022635		027-344-0000-4300	62.30
			4531597		MATLS FOR REPAIRS-LP PARK	
					043-390-0000-4300	87.40
			4540440		MISC ITEMS	
					070-384-0000-4300	23.64
			5022445		MISC SUPPLIES & SMALL TOOLS	
					074-320-0000-4300	694.41
			6382262		SUPPLIES FOR RCS MAINT	
					043-390-0000-4300	170.88
			8121761		MISC ITEMS	
					070-384-0000-4300	44.02
					SUPPLIES FOR PLANT #2	

Page: 31

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 32

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233721	11/20/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
					070-384-0000-4300	106.80
					<b>Total :</b>	<b>1,189.45</b>
233722	11/20/2023	894052 THE LANGUAGE PROS, INC.	1582		LANGUAGE ACCESS PROGRAM - ONSI	
			1595	12998	001-101-0000-4270	835.00
			1596	12998	LANGUAGE ACCESS PROGRAM - ONSI	
				12998	001-101-0000-4270	835.00
			1597	12998	LANGUAGE ACCESS PROGRAM - ONSI	
				12998	001-101-0000-4270	375.00
			1598	12998	LANGUAGE ACCESS PROGRAM - ONSI	
				12998	001-101-0000-4270	375.00
			1608	12998	LANGUAGE ACCESS PROGRAM - ONSI	
				12998	001-101-0000-4270	879.80
			1609	12998	LANGUAGE ACCESS PROGRAM - ONSI	
				12998	001-101-0000-4270	375.00
			1610	12998	LANGUAGE ACCESS PROGRAM - ONSI	
				12998	001-101-0000-4270	375.00
					<b>Total :</b>	<b>4,424.80</b>
233723	11/20/2023	894449 THE VERY CREATIVE FIRM	1347		MGMT & IMPLEMENTATION OF METRO	
				12922	110-420-3711-4260	79,025.20
					<b>Total :</b>	<b>79,025.20</b>
233724	11/20/2023	890817 THE WALKING MAN, INC.	F3372		TOWN HALL POSTCARD DISTRIBUTION	
					001-155-0000-4300	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
233725	11/20/2023	894592 THOMAS JACOB FLITSCH	2335		CASP REPORTING-ARROYO ST SIDEW	
					001-310-0000-4270	1,036.40
					<b>Total :</b>	<b>1,036.40</b>
233726	11/20/2023	891252 TIMECLOCK PLUS	INV00306250		TIME CLOCK PROFESSIONAL ANNUAL	
				13080	001-135-0000-4260	5,908.50
					<b>Total :</b>	<b>5,908.50</b>

Page: 32

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 33

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233727	11/20/2023	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS	
					001-420-0000-4220	29.40
					043-390-0000-4310	19.74
					Total :	49.14
233728	11/20/2023	888399 TORO ENTERPRISES INC.	16992		PACOIMA WASH BIKEWAY & PEDESTRI	
				12885	010-311-0549-4600	41,186.44
				12885	010-311-0567-4600	17,250.63
					010-2037	-2,921.85
			17063		PACOIMA WASH BIKEWAY & PEDESTRI	
				12885	010-311-0550-4600	55,765.90
				12885	010-311-0647-4600	43,468.20
				12885	010-311-0549-4600	55,765.90
					010-2037	-7,750.00
			17167		PACOIMA WASH BIKEWAY & PEDESTRI	
				12885	010-311-0550-4600	47,850.60
				12885	010-311-0549-4600	54,686.41
				12885	010-311-0567-4600	49,462.59
					010-2037	-7,599.98
					Total :	347,164.84
233729	11/20/2023	890807 TORRES, SALVADOR	840305		SENIOR DANCE REFUND	
					004-2380	30.00
					Total :	30.00
233730	11/20/2023	893504 TOWN HALL STREAMS, LLC	15226		STREAM SERVICES-NOV 2023	
					001-115-0000-4260	175.00
					Total :	175.00
233731	11/20/2023	103413 TRANS UNION LLC	10303867		CREDIT CHECK SERVICES	
					001-222-0000-4260	85.00
					Total :	85.00
233732	11/20/2023	890998 TRUJILLO, RODOLFO	NOV 2023		COMMISSIONER'S REIMB.	
					001-310-0000-4111	100.00
					Total :	100.00

Page: 33

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 34

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233733	11/20/2023	103463 U.S. POSTMASTER	NOV 2023		POSTAGE-NOV UTILITY BILLS	
					070-382-0000-4300	766.55
					072-360-0000-4300	766.55
					Total :	1,533.10
233734	11/20/2023	887939 ULINE SHIPPING SUPPLIES	169684113		PREPRINTED FORMS	
					001-222-0000-4300	1,560.99
					Total :	1,560.99
233735	11/20/2023	103445 UNDERGROUND SERVICE ALERT	1020230703		(44) SNF01 NEW TICKET CHARGES	
			23-241581		070-381-0000-4260	87.00
					CA STATE FEE-REGULATORY COSTS	
					070-381-0000-4260	40.64
					Total :	127.64
233736	11/20/2023	893167 UNITED MAINTENANCE SYSTEMS	15622	13028	JANITORIAL SERVICES FOR CITY FACI	
					043-390-0000-4260	17,850.00
					Total :	17,850.00
233737	11/20/2023	894357 UNITED RENTALS INC.	226426582-001		LIGHT TOWER RENTAL-DIA DE LOS ML	
					004-2385	722.51
					Total :	722.51
233738	11/20/2023	893740 UTILITY SYSTEMS SCIENCE &	COSF_10/09-11/08/23	13024	WSTEWTER FLOW MONITORING & SAI	
			COSF_10/1-10/31	13024	072-360-0000-4260	770.00
					WSTEWTER FLOW MONITORING & SAI	
					072-360-0000-4260	540.00
					Total :	1,310.00
233739	11/20/2023	893647 VALEO NETWORKS	25651	13038	IT MANAGEMENT & VEEAM CLOUD CO	
			35652	13038	001-135-0000-4270	10,591.67
					VEEAM CLOUD CONNECTION SOLUTIK	
					001-135-0000-4260	768.70
					Total :	11,360.37
233740	11/20/2023	103534 VALLEY LOCKSMITH	1013	13044	LOCKSMITH SERV FOR ALL FACILITIE	
			1798		043-390-0000-4330	500.00
					LOCKSMITH SERV FOR ALL FACILITIE	

Page: 34

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 35

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233740	11/20/2023	103534 VALLEY LOCKSMITH	(Continued)			
			1892	13044	043-390-0000-4330	432.00
			1921	13044	LOCKSMITH SERVS FOR ALL FACILITIE	
			1955	13044	043-390-0000-4330	150.00
			1956	13044	LOCKSMITH SERVS FOR ALL FACILITIE	
			1958	13044	041-1215	1,927.50
			1963	13044	LOCKSMITH SERVS FOR ALL FACILITIE	
					043-390-0000-4330	1,335.00
					041-1215	400.50
					LOCKSMITH SERVS FOR ALL FACILITIE	
					043-390-0000-4330	6,890.00
					LOCKSMITH SERVS FOR ALL FACILITIE	
					043-390-0000-4330	1,850.00
					<b>Total :</b>	<b>13,485.00</b>
233741	11/20/2023	891220 VAN LANT & FANKHANEL, LLP	092623		ANNUAL AUDIT SERVICES	
				13071	001-130-0000-4270	10,500.00
				13071	070-381-0000-4270	1,750.00
				13071	072-360-0000-4270	1,750.00
					<b>Total :</b>	<b>14,000.00</b>
233742	11/20/2023	100101 VERIZON WIRELESS-LA	9947040482		MDT MODEMS-PD UNITS	
			9947451000		001-222-0000-4220	342.08
					PD CELL PHONES & MDT MODEMS	
					001-222-0000-4220	176.81
					001-152-0000-4220	152.04
			9947747776		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	574.15
					070-384-0000-4220	41.89
			9947759607		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	156.03
					043-390-0000-4220	26.01
					041-320-0000-4220	26.01
					072-360-0000-4220	36.16
			9947771284		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	42.73

Page: 35

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 36

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233742	11/20/2023	100101 VERIZON WIRELESS-LA	(Continued)			
					070-384-0000-4220	73.14
					<b>Total :</b>	<b>1,647.05</b>
233743	11/20/2023	888390 WEST COAST ARBORISTS, INC.	204032		ANNUAL CITY TREE TRIMMING SERVIC	
			205027	13062	011-311-0000-4260	60,999.60
			205630	13062	ANNUAL CITY TREE TRIMMING SERVIC	
			206172	13062	011-311-0000-4260	8,147.60
					ANNUAL CITY TREE TRIMMING SERVIC	
					011-311-0000-4260	15,622.00
					ANNUAL CITY TREE TRIMMING SERVIC	
					011-311-0000-4260	8,651.20
					<b>Total :</b>	<b>93,420.40</b>
233744	11/20/2023	891571 WESTERN STAMP, INC	50944		(5) AP STAMPS	
					001-130-0000-4300	333.75
					<b>Total :</b>	<b>333.75</b>
233745	11/20/2023	890970 WEX BANK	92808183		FUEL FOR FLEET	
					041-320-0152-4402	103.69
					041-320-0221-4402	1,161.33
					041-320-0222-4402	212.96
					041-320-0224-4402	1,827.90
					041-320-0225-4402	6,904.36
					041-320-0228-4402	847.23
					041-320-0311-4402	1,363.36
					041-320-0320-4402	228.88
					041-320-0370-4402	1,532.35
					041-320-0390-4402	2,355.25
					029-335-0000-4402	183.01
					070-381-0000-4402	184.77
					070-382-0000-4402	380.11
					070-383-0000-4402	814.59
					070-384-0000-4402	623.92
					072-360-0000-4402	254.88
					<b>Total :</b>	<b>18,978.59</b>

Page: 36

vchlist  
11/17/2023 1:16:13PMVoucher List  
CITY OF SAN FERNANDO

Page: 37

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233746	11/20/2023	894009 WILLDAN ENERGY SOLUTIONS	8	12905	HVAC FOR CITY FACILITIES 032-390-0765-4600 032-2037	49,865.00 -2,493.25 <b>Total : 47,371.75</b>
233747	11/20/2023	891531 WILLDAN ENGINEERING	00338205	13011	NPDES CONSULTING SERVICES 023-311-0000-4270	8,074.11
			00626388	13022	PS&E FOR TRAFFIC SIGNAL MODIFICA 024-311-0000-4600	2,474.50
			00626434	12941	TRAFFIC SIGNAL SYNCHRONIZATION I 024-371-0510-4600	10,749.00
			00626566	13022	PS&E FOR TRAFFIC SIGNAL MODIFICA 024-311-0000-4600	546.00
			0419224	12849	CONSTRUCTION MGMT FOR PACOIMA 012-311-0551-4600	37,184.50 <b>Total : 59,028.11</b>
233748	11/20/2023	889491 WILLDAN FINANCIAL SERVICES	010-55400	13074	ANNUAL DISTRICT ADMINISTRATION 027-344-0000-4260	2,789.11 <b>Total : 2,789.11</b>
233749	11/20/2023	892390 WILMINGTON TRUST	115494-007-1		COP 2016 INTEREST INSTALL PYMNT 012-310-0000-4410	38,718.75
			115494-007-2		012-1041 AUTHORITY & TRUSTEE FEE 012-190-0000-4265	-258.45 2,813.50 <b>Total : 41,273.80</b>
176 Vouchers for bank code : bank3						<b>Bank total : 2,728,242.44</b>
176 Vouchers in this report						<b>Total vouchers : 2,728,242.44</b>

Voucher Registers are not final until approved by Council.

Page: 37

RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and


WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.


NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES:	Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5
NOES:	None - 0
ABSENT	None - 0

  
Mayor, City of San Fernando

ATTEST:


  
City Clerk

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   ) SS.  
CITY OF SAN FERNANDO     )

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

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

APPROVED AS TO FORM:

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



## MEMORANDUM

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

**From:** Sandra Franco-Rivas, Accounting Technician

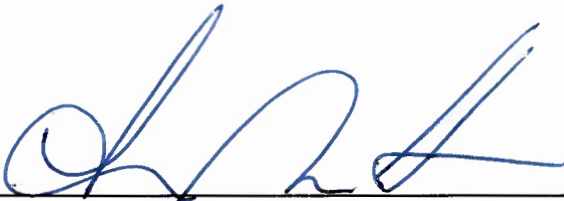
**Date:** November 17, 2023

**Subject:** Release of Warrants

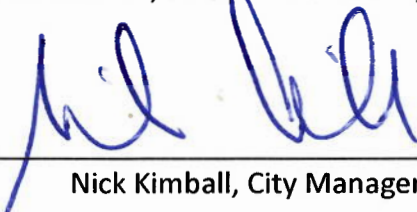
Due to the adjournment of the Regular City Council meeting on November 20, 2023 the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Director of Finance. Copy of resolution and warrant register is attached.

Approval is hereby provided:

Approved: \_\_\_\_\_

  
Erica D. Melton, Director of Finance/City Treasurer

Approved: \_\_\_\_\_

  
Nick Kimball, City Manager





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

**To:** Mayor Celeste Rodriguez and Councilmembers

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

**Date:** November 28, 2023

**Subject:** Consideration to Adopt a Resolution Authorizing Submittal of a Grant Application to the Outdoor Equity Grant Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8275 (Attachment A”) authorizing the preparation and submittal of a grant application to the California Department of Parks and Recreation, Outdoor Equity Grants Program (OEP) for \$399,000 to fund the San Fernando Trailblazers program; and
- b. Authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant.

### BACKGROUND:

1. On August 1, 2023, California State Parks announced applications for the Outdoor Equity Grant Program (OEP) were being accepted. The funding helps establish hubs for local activities and trips to natural areas for underserved communities. The program also empowers youth and families with outdoor leadership education, career pathways, environmental justice engagement, and access to nature.
2. On September 21, 2023, Recreation and Community Services (RCS) staff attended the State of California Department of Parks and Recreation OEP seminar, which provided information for completing the application. One of the grant requirements included community feedback for places to visit to increase accessibility to state parks and other public lands for students eligible for free or reduced-price meals, foster youth, and limited English proficiency children.
3. On October 25, 2023, RCS staff hosted the first of three (3) public meetings to collect ideas from residents on places to visit. Staff attended the Teens for Better Community (TBC)

## **Consideration to Adopt a Resolution Authorizing Submittal of a Grant Application to the Outdoor Equity Grant Program**

Page 2 of 4

---

monthly meeting and discussed possible destinations. A survey was disseminated so that the teens would write down their preferences.

4. On November 5, 2023, RCS staff hosted a second public meeting after the Senior Club monthly meeting. The same format was used to gather input on what parks the seniors would like to visit and the type of activities they would like to do at these parks. A total of 16 seniors participated in the meeting.
5. On November 16, 2023, RCS hosted a third public meeting, which targeted all ages. Residents and previous participants of hiking and camping trips were invited through email and text blasts. This meeting had 19 participants give their ideas for where the San Fernando Trailblazers program can visit.

### **ANALYSIS:**

A community hiking program offers a range of benefits, including improved physical and mental health through increased physical activity and nature immersion. By fostering community engagement and social interaction, it strengthens community bonds and creates opportunities for people of diverse backgrounds to connect. Additionally, these programs promote environmental education, instilling a sense of environmental responsibility and appreciation for nature. They enhance quality of life by providing access to state parks, promoting health equity, and encouraging active lifestyles among residents.

The proposed San Fernando Trailblazers hiking program will target San Fernando residents living within a half-mile distance from Las Palmas Park. If awarded, the grant will support activities in the Community, Nature Trips, and internship opportunities. Activities in the Community consist of workshops at Las Palmas Park, as well as other local parks, trails, and educational sites (i.e. Discovery Cube) located within a 5-mile radius of Las Palmas Park. Nature Trips consist of trips to any State and National Parks within the state of California. The grant will also provide funding for stipends for paid internships for residents to assist with the above-mentioned activities, with the goal of hiring the interns as recreation staff after the grant expires.

Staff received feedback from residents utilizing the City's Community Engagement Framework Collaborative Model to gain insight into the type of nature trips the grant application will include. Interested parties had multiple opportunities to provide input on an outdoor experience they would like to enjoy by attending one of three community meetings held at Las Palmas Park or by filling out the OEP grant survey disseminated during the meetings.

To familiarize participants with the State and National Park systems, staff presented a slideshow to show the various locations that could be visited. People were encouraged to voice their opinions but were also presented with a survey to fill out, so their preferences could be

## **Consideration to Adopt a Resolution Authorizing Submittal of a Grant Application to the Outdoor Equity Grant Program**

Page 3 of 4

---

documented. All materials were presented in both English and Spanish to accommodate residents who are primarily Spanish speakers.

The three meetings RCS staff promoted on the Department's webpage and social media were held on October 25, November 5, and November 16. The first meeting targeted teens 13-17 years of age, the second meeting was tailored for seniors ages 60 plus, while the final meeting was for all ages. The combined attendance of the meeting was over 50 participants and their feedback was very valuable that included local destinations, as well as which State and National Parks located in California interested them the most.

Based on the feedback received, the locations that were selected the most on the survey will be included on the Grant application. The survey also asked what type of activities they would like to do (for example fish, meditate, ski, swim, star gaze, bicycle, etc.) and based on the participants' answers, those activities will be part of the camping itinerary. Despite the limited time to promote and conduct the meetings, the overall results were positive. The OEP Grant specifically asks for youth involved in the meetings, and a large number (26) of youth opinions were included in the application.

The proposed OEP grant will increase the ability of residents in low-income communities to participate in outdoor experiences at state parks and other public lands by funding program operations and transportation costs. OEP encourages applicants to establish a home base in an underserved community as the hub for local activities and trips to natural areas. OEP empowers youth and families through outdoor leadership education, career pathways, and access to nature.

If the City is awarded Outdoor Equity Grant Program funds, the Recreation and Community Services (RCS) Department will expand its hiking program in Fiscal Year 2024-2025 by providing the community with dozens of additional hiking and camping opportunities. The Program will provide youth, seniors, and their families the opportunity to visit state parks. Las Palmas Park will become the "Community Home Base," and serve as a central gathering place where residents, who currently lack access to outdoor programs, can come to learn and participate in the various nature outings planned.

The grant allows the City to strengthen relationships with existing community partners such as Nature For All, National Parks Conservation Association, and Tree People, as well as create new ones. The grant funds will allow the City to send approximately 500 residents to one-day hikes and overnight camping trips. Provide ten (10) community workshops, twenty (20) one-day hikes, and eight (8) overnight camps. The term of the grant starts in the summer of 2024 and ends in the summer of 2027.

In addition, grant funds will provide stipends for up to eight (8) San Fernando students and adults through the Community Advocate Internship program. Through this program, students will learn

## Consideration to Adopt a Resolution Authorizing Submittal of a Grant Application to the Outdoor Equity Grant Program

Page 4 of 4

the skills of being a community advocate: promote, speak on their behalf, lead meetings and hikes, and mobilize the community to advocate for the preservation of our natural areas.

### BUDGET IMPACT:

There will be no budget impact on the Fiscal Year 2023-2024 General Fund to authorize the submittal of the OEP grant application and there is no need to appropriate funds at this time. This is the initial step in approving funding from the California Department of Parks and Recreation.

The term of the OEP grant (if awarded) begins in the summer of 2024, which coincides with the FY 2024-2025 budget cycle. Should the City be awarded the grant, staff will return to City Council for authorization to appropriate the grant award in the Operating Grants Funds – Recreation and Community Service Grant (Fund 110) in FY2024-2025 through FY2026-2027. The OEP grant does not require a City match for any of the funds awarded.

The grant funds will be spent based on the grant scope budget listed below:

<b>San Fernando Trailblazers Program</b>	<b>Grant</b>
8 overnight camps throughout California	\$130,000
Internship stipends	\$ 34,000
20 trips to local parks/trails	\$160,000
Outreach materials	\$ 75,000
	<b>\$399,000</b>

### CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8275 authorizing the preparation and submittal of a grant application to the California Department of Parks and Recreation, Outdoor Equity Grants Program to fund the San Fernando Trailblazers program and authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant.

### ATTACHMENTS:

- A. Resolution 8275

## **RESOLUTION NO. 8275**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE APPLICATION FOR OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program.

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

**SECTION 1:** Approves the filing of an application for the Outdoor Equity Grants Program Grant Funds.

**SECTION 2:** Certifies that said Applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s).

**SECTION 3:** Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criteria response.

**SECTION 4:** Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

**SECTION 5:** Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope.

**SECTION 6:** Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**SECTION 7:** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 28 day of November 2023.

---

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

**ATTEST:**

---

Julia Fritz, City Clerk



**CERTIFICATION**

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8275, 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works

**Date:** November 28, 2023

**Subject:** Consideration to Increase the Capital Project Budget for the Upper Reservoir Replacement Project and Approval of Related Amendments to the Construction and Construction Management Agreements

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Second Amendment to the Construction Contract with Pacific Hydrotech, Incorporated (Attachment "A" – Contract No. 2063(b)) increasing the current not-to-exceed contract amount by \$346,780, for additional construction services for the Upper Reservoir Replacement Project;
- b. Approve a fourth Amendment to the Professional Services Agreement with John Robinson Consulting, Inc. (JRC) (Attachment "B" – Contract No. 1912(d)) increasing the current not-to-exceed contract amount by \$503,220 for additional construction management services for the Upper Reservoir Replacement Project;
- c. Adopt Budget Resolution No. 8277 (Attachment "C") to appropriate \$850,000 in American Rescue Plan Act (ARPA) funding to increase the total budget for the Upper Reservoir Replacement Project from \$7,702,091 to \$8,552,091; and
- d. Authorize the City Manager to execute each contract amendment, outstanding change orders and any future change orders due to unforeseen conditions.

### BACKGROUND:

1. On June 17, 2019, the City Council approved Contract No. 1912 (Attachment "D") with JRC for Upper Reservoir Replacement Engineering Design Services.

**Consideration to Increase the Capital Project Budget for the Upper Reservoir Replacement Project and Approval of Related Amendments to the Construction and Construction Management Agreements**

Page 2 of 7

---

2. On October 5, 2020, the City Council approved a first Amendment to Contract No. 1912(a) (Attachment "E") with JRC for increasing the amount of compensation by \$75,454 for additional engineering design services for the Upper Reservoir Replacement Project.
3. On June 21, 2021, the City Council approved a second Amendment to Contract No. 1912(b) (Attachment "F") with JRC increasing the amount of compensation by \$359,960 for construction management and inspection services for the Upper Reservoir Replacement Project.
4. On July 20, 2021, staff released the bid package for construction of the Upper Reservoir Project. Only one bid was received by the due date of September 3, 2021, which was well above the available budget for the project.
5. On September 21, 2021, City Council approved staff's recommendation to reject the sole bid received since the bid amount exceeded available funds and re-bid for the project, extending the time to complete the project from nine (9) months to fourteen (14) months.
6. On December 16, 2021, staff circulated the revised bid package to various construction bid advertisement websites, advertised the Upper Reservoir Replacement Project in the *San Fernando Valley Sun Newspaper* and posted it on the City website.
7. On January 18, 2022, the City Council approved a third Amendment to Contract No. 1912(c) (Attachment "G") with JRC extending the term of the contract to June 30, 2023 and increasing the amount of compensation by \$67,786 for additional design and construction management services for the Upper Reservoir Replacement Project.
8. On February 24, 2022, the City received and opened two bids for the replacement of Reservoir 4 from Pacific Hydrotech Corporation (PHC) and Caliaqua, Incorporated.
9. On April 4, 2022, the City Council awarded a construction contract to PHC, for an amount of \$5,890,000 (Attachment "H" - Contract No. 2063) and authorized the City Manager to execute change orders for an amount not-to-exceed 10 percent of the contract amount, or \$589,000, to cover costs of unforeseen conditions.
10. On July 18, 2022, the City Manager approved a first Amendment to Contract No. 2063(a) (Attachment "I") with PHC revising language in Section Three (Partial and Final Payment) and the Miscellaneous Section of the Master Contract for the Upper Reservoir Replacement Project.
11. In April 2023, construction began on the Upper Reservoir Replacement Project.

**Consideration to Increase the Capital Project Budget for the Upper Reservoir Replacement Project and Approval of Related Amendments to the Construction and Construction Management Agreements**

Page 3 of 7

---

**ANALYSIS:**

Upper Reservoir No. 4 is a circular reinforced concrete water storage tank built in the early 1960s that was designed to hold one million gallons of water at full capacity. Since 1999, the tank had been limited to functioning at approximately half its total capacity due to cracks developing over time in the tank's wall. The objective of the project is to replace the existing circular tank with a square-shaped, reinforced concrete tank that will have a new total capacity of 1.1 million gallons of storage. In addition, the new reservoir will have enhanced piping leading into and out of its structure, which will improve the hydraulic flow. Further, to improve the level of security at the reservoir site, the lighting system will be upgraded, wrought-iron fencing will be replaced, with additional fencing added at the rear of the site, and a new motorized security gate installed. Extensive offsite work within the road along Foothill Boulevard and Hubbard Street will also be performed.

**PHC Contract - Construction**

A project with the magnitude and complexity of the Upper Reservoir Replacement Project, particularly considering it is located outside of the City's jurisdiction and requires multiple permits from various City of Los Angeles Departments, often includes unforeseen conditions that are outside the more predictable challenges faced during a typical construction project. For the Upper Reservoir project, some of these unpredictable challenges included multiple rounds of asbestos abatement, replacement of damaged crash array sand barrels required by the Los Angeles Department of Transportation (LA DOT), the inclusion of decorative form liners required by the Sylmar Neighborhood Council as a condition of project approval, and additional traffic control and implementation plan required by LA DOT prior to authorizing the City to proceed with project construction. Consequently, the typical ten-percent (10%) contingency is not adequate for this complex project.

As of November 2023, PHC has submitted 28 construction change orders totaling \$677,275. The City has been diligent in reviewing change orders to ensure that they are valid. In addition to JRC's analysis of all submitted change orders, the City tasked its on-call engineering consultant, Willdan Engineering, with conducting a secondary review of the change orders to confirm that they are valid and not covered under PHC's original scope of work.

Approximately 70 percent of the original contract work has been completed, leaving 30 percent of the work to be completed over the next eight months. The work remaining through project completion consists of the following:

**Consideration to Increase the Capital Project Budget for the Upper Reservoir Replacement Project and Approval of Related Amendments to the Construction and Construction Management Agreements**

Page 4 of 7

<b>TASK</b>	<b>ESTIMATED COMPLETION DATE</b>
Installing Roof on Reservoir	January 2024
Overflow and Valve Vault	January 2024
Foothill 20" tie in	January 2024
Misc. Site Work	February 2024
Foothill and Hubbard tie in	February 2024
Dronfield 16" tie-in	March 2024
Landscaping	March 2024
Start up and Testing	May 2024
Misc. Reservoir Steel Work	June 2024

Based on the amount of remaining work, staff is requesting an increase of \$346,780 to PHC's contract for the construction budget to finish the project by June 2024, which includes:

- City request Project Scope changes (for example site cameras or changes in landscaping);
- Hidden conditions either onsite at the Project site or offsite during pipeline installation;
- Since the pandemic, material costs continue to increase and it is estimated that both steel and concrete costs will increase for the Project;
- Abnormal weather causing additional delays this winter;
- Overtime and multiple shifts to allow the Project to be completed prior to the grant deadline of June 28, 2024;
- Any regulatory changes from the State Water Resources Control Board Division of Drinking Water; and
- Unanticipated impacts from the City of Los Angeles departments (Department of Transportation, Bureau of Engineering, Department of Building and Safety, Bureau of Street Services).

**John Robinson Consulting (JRC) – Construction Management**

As construction manager, JRC is responsible for on-site oversight, project management and planning of every stage of a construction project. This includes ensuring the project is completed safely, within budget and on time.

The first time the project went out to bid, the time frame to complete was nine (9) months. The amount of time to complete the project was increased to fourteen (14) months the second time it went out to bid to try to reduce the overall cost of the bids to be more in line with the project budget. Per the contract awarded to PHC for construction, a total of 16 months (344 working days) was authorized to complete construction. At the time when PHC was awarded the project, JRC's term for construction management services was eight (8) months. In order to maintain JRC as construction manager throughout the remaining construction period, their contract must be extended an additional eight (8) months to match the new timeframe of sixteen (16) months to complete the project.



**Consideration to Increase the Capital Project Budget for the Upper Reservoir Replacement Project and Approval of Related Amendments to the Construction and Construction Management Agreements**

Page 5 of 7

---

JRC, in coordination with Kennedy Jenks, worked on obtaining numerous permits from the City of Los Angeles that were outside their original contracted scope of services. These permits were unknown/unforeseen to both the City and JRC. The additional and unforeseen permits that the City was required to obtain includes three additional U-Permits from the LA DOT; demolition permit required by City of Los Angeles Department of Building and Safety; and a temporary power pole permit from the Los Angeles Department of Water and Power. All the additional permits have been obtained for the project.

Another item, which triggered both an additional cost to the project and extended the timeframe to complete the project was preparing a Traffic Control Implementation Plan (TCIP). Before construction could begin on the Upper Reservoir Replacement Project, LA DOT required the development of a TCIP. LA DOT did not identify the TCIP as a task required prior to beginning construction during previous discussions/contact with JRC. Consequently, JRC's sub-consultant had to prepare a TCIP, respond to comments from LA DOT regarding the plan, make revisions to the plan and coordinate with LA DOT to obtain an approved TCIP, all of which were in addition to their original scope of work. PHC, the contractor overseeing the construction aspect of Upper Reservoir Replacement Project, was not able to begin construction until the TCIP approval was obtained from LA DOT.

**Current Project Status:**

PHC has completed the installation of the concrete floor slab (foundation) and the four vertical walls that make up the square 1.1 million gallon reservoir. PHC is in the process of installing the roof shoring in preparation for pouring of roof deck in January 2024. Pipe work in the right-of-way (i.e. street and sidewalk) along Foothill Boulevard will be starting in the coming months. Pending approval of the additional funding by City Council, the project is on track to be completed by June 2024.

**BUDGET IMPACT:**

The Upper Reservoir Replacement Project is being funded through a \$5,000,000 reimbursable grant from the California Department of Water Resources (DWR) and \$2,702,091 from the Water Enterprise Fund. The total \$7,702,091 project budget covers all phases of the project including design, construction management and construction.

**Consideration to Increase the Capital Project Budget for the Upper Reservoir Replacement Project and Approval of Related Amendments to the Construction and Construction Management Agreements**

Page 6 of 7

SOURCES			
Fund	Account Number	Allocation	
		Carryover from Previous Years	FY2024-25 Funds
State of California Funding - DWR	010-3686-0716	\$5,000,000	\$0
Water Fund – Capital Projects	070-3686-0716	\$2,702,901	\$0
Subtotals from previous and new Fiscal Years:		\$7,702,901	\$0
Total Sources:		\$7,702,901	
USES			
Activity	Account Number	Cost	
DWR Grant Administration Fee	010-385-0716-4600	\$ 200,000	
Grant Match Requirement	070-385-0716-4600	\$ 50,000	
Design and Specifications	010-385-0716-4600	\$ 545,345	
Construction Management	010-385-0716-4600	\$ 427,746	
Construction	010/070-385-0716-4600	\$ 5,890,000	
Contingency (10%)	010/070-385-0716-4600	\$ 589,000	
Total :		\$ 7,702,091	
ADDITIONAL USES			
PHC Amendment No. 2 (Proposed)		\$ 346,780	
JRC Amendment No. 4 (Proposed)		\$ 503,220	
Subtotal:		\$ 850,000	
New Total Uses: New Source: ARPA Funds Surplus/(Deficit)		\$ 8,552,091	
		\$ 850,000	
		\$ 0.00	

The Sources/Uses table above shows a project shortfall of \$850,000 to cover additional construction costs and construction management services while keeping the project on track to be completed by June 2024. On October 16, 2023, staff provided an update to City Council regarding the status of ARPA funded projects. During that discussion, staff identified the need for \$850,000 from the “Water System Capital Improvements” category of previously approved ARPA funding allocations to complete the Upper Reservoir Project. Pursuant to that discussion, staff recommends allocating \$850,000 in American Rescue Plan Act (ARPA) funds to complete the project.

**Consideration to Increase the Capital Project Budget for the Upper Reservoir Replacement Project and Approval of Related Amendments to the Construction and Construction Management Agreements**

Page 7 of 7

---

**CONCLUSION:**

Staff recommends that the City Council approve a second amendment to the Construction Contract with Pacific Hydrotech, Inc. increasing the current not-to-exceed contract amount by \$346,780; approve a fourth amendment to the Professional Services Agreement with John Robinson Consulting, Inc. increasing the current not-to-exceed contract amount by \$503,220, adopt Resolution No. 8277 increasing the project budget by \$850,000, and authorize the City Manager to execute contract amendments.

**ATTACHMENTS:**

- A. Contract No. 2063(b), including:  
Exhibit "A" – Project Budget Summary
- B. Contract No. 1912(d)
- C. Resolution No. 8277
- D. Contract No. 1912
- E. Contract No. 1912(a)
- F. Contract No. 1912(b)
- G. Contract No. 1912(c)
- H. Contract No. 2063
- I. Contract No. 2063(a)

**2023**

**SECOND AMENDMENT TO CONSTRUCTION CONTRACT**  
**Pacific Hydrotech Corporation - Upper Reservoir Replacement Project**

THIS 2023 SECOND AMENDMENT ("Second Amendment") to that certain agreement entitled "Construction Contract – Pacific Hydrotech Corporation- Upper Reservoir Replacement Project " originally executed 4<sup>th</sup> day of April, 2022 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and PACIFIC HYDROTECH CORPORATION, a California corporation (hereinafter, "CONTRACTOR" is made and entered into this 28<sup>th</sup> day of November, 2023 ("Effective Date"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into a construction agreement dated April 4, 2022 and entitled "Construction Contract – Pacific Hydrotech Corporation - Upper Reservoir Replacement Project", Contract No. 2063 (hereinafter, the "Master Agreement"); and

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

WHEREAS, execution of the First Amendment was approved administratively by the San Fernando City Manager ("City Manager") on July 18, 2022.

WHEREAS, execution of this Second Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meetings of November 28, 2023.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The sum as defined under Section 3.1 of the Master Agreement is hereby amended to mean and refer to the sum of Six Million - Two Hundred Thirty Six Thousand – Seven Hundred Eighty (\$6,236,780).

SECTION 2. The completion date as defined under Section 4.1 of the Master Agreement is hereby amended to mean June 28, 2024.

SECTION 3. Notwithstanding anything in the Master Agreement or the Second Amendment to the contrary, CONTRACTOR shall perform the various services and tasks in accordance with the performance scheduled entitled "Project Budget Summary" which is attached and incorporated hereto as **Exhibit "A"**).

SECTION 4. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Second Amendment shall

be deemed a part of the Master Agreement and except as otherwise provided under this Second Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement, the provisions of this Second Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 5. The Master Agreement as amended by way of this Second Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Second Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Second Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:**

**City of San Fernando**

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

Nick Kimball  
City Manager

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

**APPROVED AS TO FORM**

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

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

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

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

**CONSULTANT**

**Pacific Hydrotech Corporation**

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

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

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

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

**CONTRACT NO. 2063(b)**  
**EXHIBIT "A"**

CITY OF SAN FERNANDO - UPPER RESERVOIR REPLACEMENT PROJECT  
PROJECT BUDGET SUMMARY - AS OF NOVEMBER 12, 2023

PHC Change Orders	Not-to-Exceed	Change Order Description	Approved Budget from City Council	Change Order Status	Construction Status
			\$ 589,000.00		
PHC's CO #1	\$ 17,494.29	Asbestos Abatement	\$ 571,505.71	City Approved	Completed
PHC's CO #2	\$ 5,296.39	Foundtion Reinforcing Steel	\$ 566,209.32	City Approved	Completed
PHC's CO #3.2	\$ 3,603.66	Roof Access Hatches	\$ 562,605.66	Submitted to City on 8/18/23	Future Installation
PHC's CO #4	\$ 119,372.70	Form Liner	\$ 443,232.96	City Approved	Completed
PHC's CO #5	\$ 4,570.94	Level Gage	\$ 438,662.02	Submitted to City on 8/18/23	Future Installation
PHC's CO #6	\$ 88,164.03	TV Implementation Plan Installation	\$ 350,497.99	City Approved	Completed
PHC's CO #7	\$ -	Reject - Additional Potholing	\$ 350,497.99	N/A	N/A
PHC'S CO #8.2	\$ 2,358.13	Electrical Permit Fee from LADBS	\$ 348,139.86	Comments provided by City	Completed
PHC's CO #9	\$ 4,134.83	Missing Form Liner Mold	\$ 344,005.03	City Approved	Completed
PHC's CO #10	\$ 53,517.69	Conduit Installation for Advance Loop Detectors required by LADOT	\$ 290,487.34	City Approved	Completed
PHC's CO #11.2	\$ 3,659.52	Remove Existing #2 Pull Box and Install New #3 per LADOT	\$ 286,827.82	Comments provided by City	Completed
PHC's CO #12	\$ 1,673.80	Additional SCAQMD Re-Notification costs	\$ 285,154.02	Comments provided by City	Completed
PHC's CO #13	\$ 10,703.86	Unforseen Asbestos Abatement	\$ 274,450.16	Comments provided by City	Completed
PHC's CO #14	\$ 264,956.62	Extended Home Office Overhead	\$ 9,493.54	Comments provided by City	On-Going
PHC's CO #15	\$ 10,099.43	Shoring Rental Costs	\$ (605.89)	Submitted to City on 8/18/23	On-Going
PHC's CO #16	\$ 9,068.29	Core barrel/bit for shoring installation.	\$ (9,674.18)	Comments provided by City	Completed
<b>SUBTOTAL</b>	\$ 598,674.18	CO 1, 2, 3.2, 4, 5, 6, 7, 8.2, 9, 10, 11.2, 12, 13, 14, 15 and 16			
PHC's CO #17	\$ 6,118.74	Monthly Wall Form Rental Cost Increase	\$ (15,792.92)	Submitted to City on 10/12/2023	On-Going
PHC's CO #18	\$ 19,419.71	Material Increase		Submitted to City on 10/12/2023	Future Installation
PHC's CO #19	\$ -	Wrought Iron Fence Material Increase	\$ (35,212.63)	Submitted to City on 10/12/2023	Future Installation
PHC's CO #20	\$ 3,144.37	Reject - Accelerated Fence Installation	\$ (35,212.63)	N/A	N/A
PHC's CO #21	\$ 1,543.22	Replacement of Damaged Crash Array Sand Barrels	\$ (38,357.00)	Submitted to City on 9/21/23	Completed
PHC's CO #22	\$ 4,151.78	Wall Form Deisgn Fee due to the Addition of Form Liner	\$ (39,900.22)	Submitted to City on 9/21/23	Completed
PHC's CO #23	\$ 14,642.53	Reservoir Slab Thickness Increase	\$ (44,052.00)	Submitted to City on 10/12/2023	Completed
PHC's CO #24	\$ (19,353.50)	Additional lighting around Reservoir site	\$ (58,694.53)	In Review by JRC	
PHC's CO #25	\$ 2,347.52	Valve credit	\$ (39,341.03)	In Review by JRC	
PHC's CO #26	\$ (9,422.91)	Modifed Scope on Hubbard and Foothill intersection on 10-inch pipeline	\$ (41,688.55)	In Review by JRC	
PHC's CO #27	\$ 48,635.16	10-inch pipeline connection on Hubbard and Foothill intersection	\$ (32,265.64)	In Review by JRC	
PHC's CO #28	\$ 7,374.37	Additional cameras and conduits around Reservoir site	\$ (80,900.80)	In Review by JRC	
PHC's CO #29	\$ 78,600.99	16-inch Reservoir Inlet pipeline Spool	\$ (88,275.17)	In Review by JRC	
<b>SUBTOTAL</b>	\$ 78,600.99	CO 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28			
<b>TOTAL</b>	\$ 677,275.17				

**2023**

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir  
Replacement Construction Management and Engineering Services)**

THIS 2023 FOURTH AMENDMENT (“Fourth Amendment”) to that certain agreement entitled “Professional Services Agreement – John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir Replacement Engineering Design Services” originally executed 17<sup>th</sup> day of June, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city (“CITY”) and JOHN ROBINSON CONSULTING, a California corporation (hereinafter, “CONSULTANT” is made and entered into this 20<sup>th</sup> day of November, 2023 (“Effective Date”). For purposes of this Fourth Amendment, the capitalized term “Parties” shall be a collective reference to both CITY and CONSULTANT. The capitalized term “Party” may refer to either CITY or CONSULTANT interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated June 17, 2019 and entitled “Professional Services Agreement – John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir Replacement Engineering Design Services”, Contract No. 1912 (hereinafter, the “Master Agreement”); and

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

WHEREAS, execution of the First, Second, and Third Amendments were approved by the San Fernando City Council (“City Council”) at its Regular Meetings of October 5, 2020, June 21, 2021 and January 18, 2022 respectively.

WHEREAS, execution of this Fourth Amendment was approved by the San Fernando City Council (“City Council”) at its Regular Meeting of November 20, 2023.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of One Million Four Hundred – Seventy Six Thousand Three Hundred Eleven (\$1,476,311).

SECTION 2. Notwithstanding anything in the Master Agreement or the Fourth Amendment to the contrary, CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the performance scheduled entitled “Additional Scope of Services” which is attached and incorporated hereto as **Exhibit “A”**).

SECTION 3. Except as otherwise set forth in this Fourth Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Fourth Amendment shall



**CONTRACT NO. 1912(d)**

be deemed a part of the Master Agreement and except as otherwise provided under this Fourth 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 Fourth Amendment and the provisions of the Master Agreement, the provisions of this Fourth Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 4. The Master Agreement as amended by way of this Fourth Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Fourth Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Fourth 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 Fourth Amendment to be executed on the day and year first appearing above.

**CITY:**

**City of San Fernando**

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

Nick Kimball  
City Manager

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

**APPROVED AS TO FORM**

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

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

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

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

**CONSULTANT**

**John Robinson Consulting**

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

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

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

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



September 19, 2023

Mr. Manuel Fabian  
Civil Engineering Assistant II  
City of San Fernando  
117 Macneil Street  
San Fernando CA 91340

**Reference: Upper Reservoir Replacement Project Amendment No. 4-Contract No. 1912**

Dear Mr. Fabian:

John Robinson Consulting, Inc. (JRC) is submitting this Amendment No. 4 for Contract No. 1912 to the City of San Fernando (City) for the Upper Reservoir Replacement Project as additional effort has been required by the Project Team members:

1. Traffic control subconsultant (JMD) to support Los Angeles Department of Transportation (LADOT) requirements of additional traffic control plans and a traffic control implementation plan;
2. Public outreach subconsultant (DePinto Morales Communications, Inc.) to cover the additional time (additional 8 months);
3. Construction management/inspection and engineering services during construction subconsultant (Kennedy/Jenks or KJ) to:
  - a. Cover the additional time (additional 8 months) that is being proposed by Pacific Hydrotech Company (PHC);
  - b. Review, response and processing of 55 Request For Information (RFI) when, adding 35 RFIs to the original scope of 20;
  - c. Review, response and processing of 91 submittals adding 51 to the original scope of 40 and
  - d. Additional time for permitting assistance increasing from our allowance of 40 hours by another 40 hours;
4. Labor Compliance effort by The Solis Group (TSG) as required by the grant;
5. Additional surveying effort by On-Line Engineering to support PHC;
6. Additional geotechnical effort by Ninyo & Moore to support PHC; and
7. Project Manager effort by JRC to cover the additional time (additional 8 months)

The following outlines the additional scope of services by discipline/task, project schedule and requested additional compensation.

**Additional Scope of Services:**

**Task 3.0 – Engineering Services During Construction – Traffic Control Plans**

**65% Implementation Plans** - JMD will prepare and submit five implementation design plans and one title sheet as required to address the latest LADOT comments. The implementation plans are needed to accommodate the traffic control implementation for the construction limits shown in our

Mr. Manuel Fabian, Civil Engineering Assistant II

current Stage 2 traffic control plans. The plans will be in AutoCAD format and at a scale of 1" = 40', illustrating the plan view of the proposed implementation design for construction activities within Stage 2. The design includes roadway closures for the implementation of traffic control devices for Stage 2. The traffic control design will be based on existing conditions and the proposed improvements within public street limits

**Incorporate Comments and Submit 100% Plans** - After preliminary review and comments by the City/Agency, JMD will incorporate the changes and submit the 100% plan package to LADOT for City/Agency approval.

**Incorporate Comments and Submit Final Plans** - After final review and comments by the City/Agency, JMD will incorporate the changes and submit the 100% plan package to LADOT for City/Agency approval.

**Deliverables:** JMD will prepare and submit one (1) 65%, one (1) 100%, and one (1) final submittal consisting of one (1) original set of implementation plans. The deliverables will be sent to LADOT for review, comment and approval.

**Assumptions:**

- Assumes one (1) additional meeting for the entire project.
- Assumes LADOT permit approval will be under current B-Permit.
- Assumes three (3) plan submittals for the entire project.

**Task 3.0 – Engineering Services During Construction – Public Outreach**

DePinto Morales Communication (DMC) will continue the outreach work that has resulted in local community and political support for the project. The following services would will be required to be completed until project completion in mid-2024.

- Materials Updates which will include six (6) quarterly updates (Fact sheet, renderings, letters/emails to neighbors, elected officials and law enforcement, and Spanish translations).
- Neighbor Outreach which will include six (6) quarterly updates (In-person meetings, calls, emails). Assume both planned and reactive/spontaneous outreach as situations change and develop.
- Team Meetings and Communications (Zoom calls, in-person meetings, construction site meetings) which will include 2 meetings per month for 16 months and the assumption is 30-minute meetings per month.
- Crisis or Emergency Response in the event of neighbor complaints, homeless interference, traffic safety, law enforcement matters, and/or further delays in starting or completing the project. Services “to-be-determined” on an as needed basis.

**Task 3.0 – Engineering Services During Construction – Engineer of Record**

Due to change in construction duration which impacts internal project management efforts and additional engineering services during construction to respond to additional Request for Information and additional Submittals, Kennedy Jenks (KJ) is requesting that the following items be added to the scope of services.

Mr. Manuel Fabian, Civil Engineering Assistant II

- Additional 8 months for project management effort due to added duration of construction, extending schedule from August 2023 to June 2024. This effort consists of services which is identical to Amendment No. 2 services for the first 8 months so this would be a continuation of the following services:
  - Establish and maintain effective project management and communication throughout the project.
  - Maintain open lines of communications and cooperation between City staff, design engineer, inspectors, and contractor.
  - Manage electronic construction document control system (Procore).
  - Conduct pre-construction meeting and prepare meeting summary report.
  - Conduct bi-weekly construction progress meeting and special coordination meetings. Prepare meeting summary report.
  - Coordinate construction submittal activities with City staff, design engineer, inspector, and contractor.
  - Prepare monthly progress payment.
  - Review change order proposal from the contractor. Thoroughly analyze the proposal and develop a negotiating position. Prepare change order and submit to the City.
  - Review schedule of values and monthly construction schedule update.
  - Manage project closeout and one-year guarantee inspection activities.
- Review, response and processing of 55 RFIs adding 35 RFIs to the original scope of 20. This effort is approximately 4.5 hours per RFI or RFI resubmittal.
- Review, response and processing of 91 submittals adding 51 to the original scope of 40. This effort is approximately 2.9 hours per submittal or re-submittal.
- Additional time for permitting assistance increasing from our allowance of 40 hours by another 40 hours. This effort is for design and responding to comments to four (4) City of Los Angeles Department of Transportation and processing four (4) City of Los Angeles, Bureau of Engineering permits. This effort is approximately 5 hours per LADOT/LABOE submittal.

#### **Task 5.0 – Construction Management and Inspection – Kennedy Jenks**

Additional time for construction management and inspection services due to added durations of construction, extending schedule from August 2023 to June 2024. KJ will conduct the following construction management and inspection services:

**Site Inspection** - Provide a construction inspector to oversee construction activities and provide daily reports on construction progress. This task assumes 40 hours per week of full-time inspection for an additional month so now 16 months.

The following work items will be provided by the inspectors:

- Construction daily inspection activities, including civil, mechanical, concrete, reinforcement, electrical, and Storm Water Pollution Prevention Program adherence.
- Prepare daily inspection and coordination report.
- Photographic record of the project, before, during, and after construction.
- Attend bi-weekly construction progress meeting.
- Monthly review of the contractor as-built drawings.

Mr. Manuel Fabian, Civil Engineering Assistant II

- Review monthly payment application from the contractor.
- Coordinate existing reservoir isolation and shutdown activities with the contractor.
- Coordinate new reservoir hydraulic testing with the contractor.
- Coordinate start up and testing activities with the contractor.
- Coordinate new landscape work with the landscape architect.
- Prepare project punch list.

**Deliverables:**

- Daily inspection reports.;
- Concrete placement and testing reports;
- All photographic records.

**Assumptions:**

- All inspections will be within the project limits.
- Photographs will remain at the Kennedy Jenks office until the end of the project.
- Work requiring correction will be included on the punch list when it is first noted. These interim punch lists will be transmitted to the contractor periodically during the course of construction.
- Items may be placed on the punch list at any time up until the Notice of Completion is filed.
- Project labor compliance will be conducted by The Solis Group under contract with JRC.

**Task 5.0 –Construction Management and Inspection – The Solis Group**

The Solis Group (TSG) is conducting labor compliance on the project as required by the Department of Industrial Relations as required by State Water Resources Control Board Division of Financial Assistance. TSG will conduct the following activities related to pre-construction activities:

- Inform the contractor(s), via pre-bid and/or pre-construction meetings of the California Labor Code and Federal Davis-Bacon requirements, including:
  - Payment of prevailing wages
  - Fringe Benefit Statement submittal
  - Use of apprenticeships
  - Required submittals (Certified Payroll Records and related documents, Apprenticeship program participation forms (DAS-140 and CAC-2)
  - Non-Discrimination in Employment Practices
  - Placement of required posters
  - Anti-kickback provisions
  - Subcontractor listing requirements
  - Licensing requirements
  - Unfair Competition Requirements
  - Worker's Compensation Insurance requirements
  - Penalties
- Provide the contractor(s) with the applicable prevailing wage determination(s) for the project

Mr. Manuel Fabian, Civil Engineering Assistant II

- Provide the contractor(s) with appropriate blank forms, document submittal schedule and checklist for submitting applicable documents
- Provide technical assistance to the contractor(s) and awarding body, including contact telephone number for contractors to call for assistance and dedicated email address where contractors and staff can send or request information

**Compliance Monitoring** - TSG will conduct the following activities related to monitoring and enforcement of prevailing wages and apprenticeship requirements:

- TSG receive, securely store, review and audit Certified Payroll Records (CPR's), Fringe Benefit Statements, Trustee Reports, DAS-140 and CAC-2, and related documents
- Verify payments by conducting regular and timely spot audits and, when necessary complete audits, of compliance documents and cross check the information with related documents
- Request supporting documents including: Inspector Logs, Job Logs, timesheets, sign-in sheets (when available), and contact Trust Funds (if applicable), when required.
- Conduct interviews of workers in such frequency as may be necessary to assure compliance. This information will be crosschecked against the CPR's and related documents.
- Verify that all apprentices have been properly registered (or certified) in an apprenticeship program registered with the Bureau of Apprenticeship and Training, or with a State Apprenticeship Program recognized by the Bureau.
- Verify that all apprenticeships in possession of a formal certification are registered in an approved program. Verification shall be made with the United States Department of Labor, Employment and Training Administration.

**Compliance Enforcement** – TSG will conducted the following enforcement activities:

- Monthly notification of missing or delinquent documents and corrective actions through the use of a Delinquent Documents Form to both the contractor and awarding body
- Notification of wages and penalties due through the use of a Prevailing Wages Audit Worksheet
  - When documents are not received, we will inform the awarding body of recommended penalty-related contract amounts to be withheld for contractor(s) failure to submit timely documents
- Provide copies of all related correspondence and notifications to the awarding body
- Notification to the contractor(s) of Right to Obtain a Review of Assessment and/or conduct Settlement Meeting
- Collect and distribute wage restitutions to affected employees
- Notify awarding body of underpayment amounts and recommended assessment of liquidated damages and penalties to be withheld
- Provide a final summary at end of project of items due

It is TSG's practice to communicate with contractors and owners regarding apparent or potential violations of the California Labor Code, to ensure that contractors are aware of the requirements and have an opportunity to promptly and voluntarily resolve any issues. If issues are not promptly and voluntarily resolved and a determination of a Labor Code violation is reached, penalty assessment is recommended in accordance with Labor Code requirements.

Mr. Manuel Fabian, Civil Engineering Assistant II

**Coordination activities with public and private agencies, and awarding body** – TSG potential project participants (auditors, interested parties) with whom they will coordinate includes the following:

- U.S. Department of Labor
- California Department of Industrial Relations
- California Division of Labor Standards Enforcement
- Division of Apprenticeship Standards
- Joint Labor-Management Committees established pursuant to the federal Labor Management Cooperation Act of 1978, such as the Center for Contract Compliance

TSG coordination activities include:

- Provide copies of compliance and enforce action notices and correspondence to the awarding body
- Respond to inquiries and request for copies of documents such as Certified Payroll Records. Copies of such records will be redacted according to the California Labor Code before release
- Coordinate investigations and enforcement actions (e.g., California Labor Commissioner)
- Coordinate enforcement actions and Settlement Meetings with the awarding body's legal Counsel

TSG will provide the following reports:

- A Monthly Activity Report that will include the following:
  - An Executive Summary for the reporting period
  - Identification of enforcement activities taken and results
  - Restitution wages, penalties and liquidated damages assessed and collected
  - A matrix identifying current issues and their status
  - List of projects monitored
- Project Closeout Report, composed of the elements included in the Monthly Report, and including items that may be due but do not affect the completion of the project

TSG will maintain the following databases and provided with the reports

- A database of employees interviewed and findings, wage restitutions, and liquidated damages assessed and collected
- We will provide support, as necessary, to assist in fulfilling state and federal reporting requirements.

### **Task 5.0 –Construction Management and Inspection – On-Line Engineering**

On-Line Engineering is to conduct multiple field survey to establish the control points for the Contractor (PHC) so the over excavation of the new 1.1-MG reservoir can start and future field surveyors to confirm finished floor of the reservoir with control points and the existing record drawings.



Mr. Manuel Fabian, Civil Engineering Assistant II

**Task 5.0 –Construction Management and Inspection – Ninyo & Moore**

Ninyo & Moore will be changing the role of the field senior project engineer/geologist services from quality assurance (QA) “spot checking of the earthwork to quality control (QC) full-time observation and testing for both the 1.1-MG reservoir as well as the off-site pipeline to be installed in Foothill Blvd and Hubbard Street. In addition final compaction report for the City of San Fernando building department will be developed and provided.

**Task 5.0 –Construction Management and Inspection – John Robinson Consulting, Inc.**

Additional time for project management due to added durations of construction, extending schedule from August 2023 to June 2024.

This task consists of project management and administration to conduct the following services by JRC:

- Establish and maintain effective project management and communication throughout the project.
- Maintain open lines of communications and cooperation between City staff, design engineer, inspectors, and contractor.
- Manage electronic construction document control system (Procore).
- Conduct construction meeting and review meeting summary report.
- Conduct bi-weekly construction progress meeting and special coordination meetings. Prepare meeting summary report.
- Coordinate construction submittal activities with City staff, design engineer, inspector, and contractor.
- Review and submit monthly progress payment.
- Review change order proposal from the contractor. Thoroughly analyze the proposal and develop a negotiating position. Prepare change order and submit to the City.
- Review schedule of values and monthly construction schedule update.
- Manage project closeout.

**Project Schedule Extension-** The additional scope of services has extended the project from August 2023 to June 2024 which is an extension of 8 months (originally 8 months and extended to 16 months).

**Additional Compensation -** Attached is a Table 1 fee breakdown (next page) of our fee for each discipline. The fee will be on a time and materials basis, not to exceed \$503,220.

Mr. Manuel Fabian, Civil Engineering Assistant II

**Table 1 – Additional Compensation for Upper Reservoir Replacement Project**

<b>Table 1 - Compensation</b>						
<b>City of San Fernando - Upper Reservoir Replacement Project</b>						
<b>Task</b>	<b>Project Tasks</b>	<b>John Robinson Principal</b>	<b>Total Hrs</b>	<b>Subs</b>	<b>Total Labor</b>	<b>TOTAL FEES</b>
		\$150				
3.0	Engineering Services During Construction - JMD (Traffic Control Plans)	0	0	\$ 18,000	\$0	\$ 18,000
3.0	Engineering Services During Construction - DePinto Morales Communications (Public Outreach)	0	0	\$ 18,000	\$0	\$ 18,000
3.0	Engineering Services During Construction - Kennedy/Jenks	0	0	\$114,784	\$0	\$ 114,784
5.0	Construction Management and Inspection - Kennedy Jenks	0	0	\$264,528	\$0	\$ 264,528
5.0	Construction Management and Inspection - The Solis Group (Labor Compliance)	0	0	\$ 47,608	\$0	\$47,608
5.0	Construction Management and Inspection - On-Line Engineering (Surveying)	0	0	\$ 4,500	\$0	\$4,500
5.0	Construction Management and Inspection - Ninyo & Moore (Geotechnical and Concrete Inspection)	0	0	\$ 25,000	\$0	\$25,000
5.0	Construction Management and Inspection - JRC (Project Manager)	72	72	\$ -	\$10,800	\$ 10,800
<b>Total Hours and Fee</b>		72	72	\$492,420	\$10,800	\$ 503,220
<b>Total Not-to-Exceed Fee</b>						<b>\$ 503,220</b>

Per the April 9, 2019 proposal, JRC will not mark-up any of our Project Team invoices and pass those savings back to the City.

Should you have any questions or require any further information, please do not hesitate to John Robinson at [jrobinson@johnrobinsonconsulting.com](mailto:jrobinson@johnrobinsonconsulting.com) or at the office at (626) 375-9389.

Respectively,

John Robinson Consulting, Inc.

John Robinson, Principal

**RESOLUTION NO. 8277**

**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 ADDITIONAL FUNDING FOR  
THE UPPER RESERVOIR REPLACEMENT PROJECT**

**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 July 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:

**AMERICAN RESCUE PLAN ACT (ARPA) FUNDS – FOR THE UPPER RESERVOIR REPLACEMENT PROJECT**

Decrease in Expenditures

121-385-3689-4600	\$850,000
-------------------	-----------

Increase in Expenditures

121-385-0716-4600	\$850,000
-------------------	-----------

**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 28<sup>th</sup> day of November, 2023.**

---

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

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8277 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk



CONTRACT NO. 1912

## PROFESSIONAL SERVICES AGREEMENT

### Upper Reservoir Replacement Engineering Design

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17<sup>th</sup> day of June 2019, by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and JOHN ROBINSON CONSULTING, INCORPORATED ("CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

#### I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "1"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
- 1.2 TERM: The term of this Agreement shall commence upon the date it is signed by all of the Parties (the "Effective Date") and shall terminate on February 28, 2022.
- 1.3 PROSECUTION OF WORK:
  - A. CONSULTANT shall perform the Work contemplated under this Agreement on an as-needed, as requested basis for the Term of this Agreement and any extension term. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of

specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
  2. The location of where the particular services or tasks are to be performed;
  3. A not-to-exceed budget for performing the services or tasks;
  4. A timeline for completing the services or tasks requested
  5. Any other information the CITY deems necessary and relevant to the requested services or tasks; and
  6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 1.2A above.
- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONSULTANT shall begin and complete performance of the Work to completion in a timely and diligent manner.

### **1.3 COMPENSATION:**

- A. CONSULTANT shall perform the various services and tasks contemplated under this Agreement in accordance with the schedule of hourly rates and charges set forth in that certain document attached and incorporated hereto as **Exhibit "2"** and entitled "Approved Rate Schedule" (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3A notwithstanding, CONSULTANT's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of FOUR HUNDRED SIXTY NINE THOUSAND – EIGHT HUNDRED NINETY ONE (\$469,891) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. For purposes of this Agreement, the term "fiscal year" means a period of time commencing on July 1<sup>st</sup> of a calendar year and ending on June 30<sup>th</sup> of the calendar year immediately following.
- C. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term, CITY may suspend CONSULTANT's performance

pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- D. Following the conclusion of Work requested pursuant to 1.2, above, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation includes hours worked by CONSULTANT'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 CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

**1.4 ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**1.5 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## **II. PERFORMANCE OF AGREEMENT**

**2.1 CITY'S REPRESENTATIVES:** The CITY hereby designates the DIRECTOR OF PUBLIC WORKS/CITY ENGINEER (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The DIRECTOR OF PUBLIC WORKS/CITY ENGINEER shall be the chief CITY Representative. The CITY

Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates John Robinson, Principal, to act as its representative for the performance of this Agreement (hereinafter, the "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
  - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
  - F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such



licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and

control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### **III. INSURANCE**

**3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

**3.2 ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

**3.3 REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to

issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### **IV. INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under

the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.3 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.6 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

## **V. TERMINATION**

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar

days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

**5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time

for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure



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

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## **VI. MISCELLANEOUS PROVISIONS**

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent

jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Attn: John Robinson, Principal  
1055 E. Colorado Blvd. Suite 500  
Pasadena, CA 91106  
Phone: (626) 375-9389  
Email: johnrobinsonconsulting.com

**CITY:**

Attn: Director of Public Works  
117 Macneil Street  
San Fernando, CA 91340  
Phone: (818) 898-1222  
Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the

term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

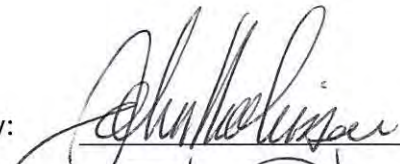
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.


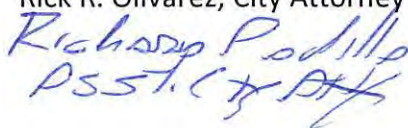
**(SIGNATURE PAGE TO FOLLOW)**

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

By:   
Nick Kimball  
City Manager

By:   
Name: John Robinson  
Title: Principal

APPROVED AS TO FORM

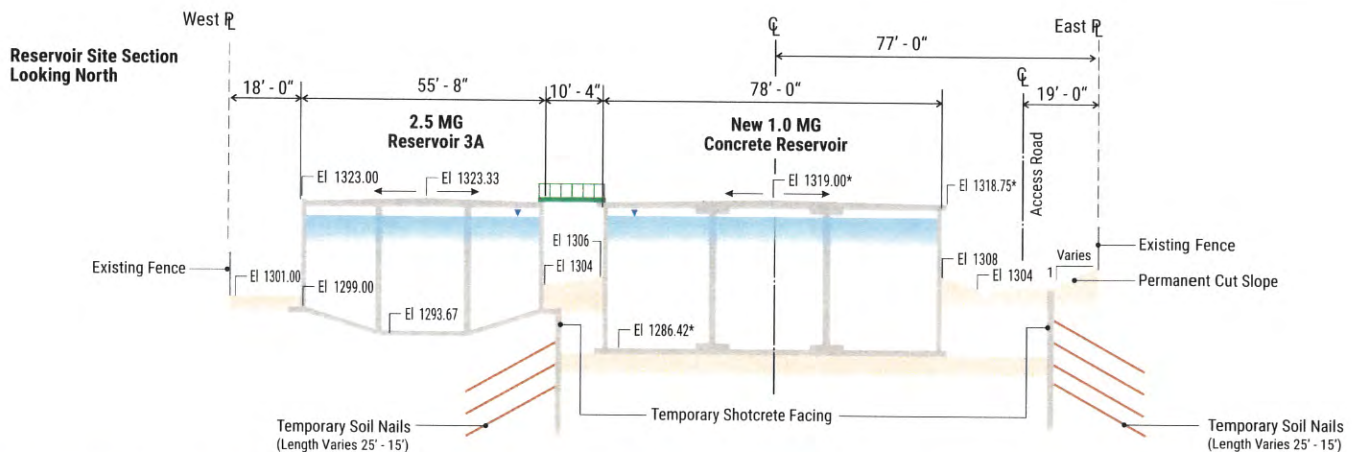
By:   
Rick R. Olivarez, City Attorney  
  
Richard Podillo  
Asst. City Atty

April 9, 2019



Proposal for the

# UPPER RESERVOIR REPLACEMENT ENGINEERING DESIGN





April 9, 2019



Yazdan Emrani, P.E.  
Director of Public Works/City Engineer  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

Subject: Proposal for Upper Reservoir Replacement Engineering Design

Dear Mr. Emrani:


You can place your trust in the John Robinson Consulting and Kennedy Jenks (JRC/KJ) team to provide extensive technical expertise, relevant project experience, and thorough understanding of your needs for the Upper Reservoir Replacement Engineering Design Project. Here is what makes our team unique:

- **We Provide Decades of Technical Expertise to Develop Your Project |** The JRC/KJ team has been providing water facility design services for 100 years to our clients throughout California and the West Coast. Our technical leadership team of John Robinson (Project Manager), David Ferguson (Design Manager), and Don Barraza (Reservoir Design) has a combined 97 years of experience and has successfully delivered over 100 reservoir design projects.
- **We Will Provide a Reliable and Safe Reservoir |** Based on our extensive experience with similar reservoir projects, we will provide the City with a reliable and safe facility that will provide uninterrupted water service for the foreseeable future. In order to provide the City with a structure that will have minimal maintenance requirements and exceeds the minimum service life, the team will go beyond minimum building codes and national standards where it is efficient to do so. In addition, the City will be provided with a comprehensive material and construction analysis which will help the determine the reservoir design that best meets the City's goals and objectives.
- **We Will Protect Existing Facilities and Maintain Continuous Operation during Construction |** We understand it is vital to protect Reservoir 3A and ensure it is fully operational during construction of the Upper Reservoir replacement. We will provide an excavation support system on the two sides adjacent to Reservoir 3A that will be rigid to limit deflection of the exposed face and settlement of the earth subgrade materials to prevent leakage from the floor. Protection of Reservoir 3A will also be key in selection of construction material for the new reservoir as above-grade welded steel tank will have a greater impact on Reservoir 3A integrity than a partially-buried concrete tank

Thank you for the opportunity to present our proposal and we look forward to working with you on this important project. If you have any questions, please feel free to contact us.


Very truly yours,

JOHN ROBINSON CONSULTING



John Robinson  
Principal and Project Manager

KENNEDY JENKS CONSULTANTS



David Ferguson, PE, PhD  
Vice President, Design Manager



# TABLE OF CONTENTS

<b>1</b>	<b>Understanding of the Scope of Services</b>
<b>2</b>	<b>Methodology and Work Plan</b>
<b>3</b>	<b>Experience and Qualifications of the Firm</b>
<b>4</b>	<b>Key Personnel</b>
<b>5</b>	<b>References</b>
<b>6</b>	<b>Fee Proposal</b>
<b>7</b>	<b>Completion Schedule</b>
	<b>Appendix A - Preliminary Drawing List</b>
	<b>Appendix B - Resumes</b>



# 1 - UNDERSTANDING OF THE SCOPE OF SERVICES

## PROJECT UNDERSTANDING

The City of San Fernando (City) is looking for a design team to assist with preliminary design engineering, final design engineering and engineering services during construction for the Upper Reservoir Replacement Project.

The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged during the 1994 Northridge earthquake and has been operating at reduced capacity to avoid leakage. Due to this damage, the City has determined that Upper Reservoir will need to be replaced, which will provide increased operational flexibility to more effectively meet demands and maximize groundwater supplies.

Our team listened carefully during the mandatory pre-proposal meeting and captured work items desired by the City within this proposal that were not

detailed in the RFP. The preliminary evaluation will include steel versus concrete options but we understand that the City may prefer a concrete reservoir in order to decrease O&M. We worked with our environmental subconsultant to decrease the environmental work from \$35k to \$4.5k; we have added a catwalk between the two reservoirs; with the original designer of Reservoir 3A as our Design Manager, we will provide intimate knowledge of the L-shaped reservoir and existing site that will be key in protecting and maintaining the reservoir in service during decommissioning and construction of the Upper Reservoir replacement.

Our schedule, while conservative, brings the project to a conclusion 2 months ahead of your funding requirement, but we can work with staff to provide a quicker submittal if needed.





## 2 - METHODOLOGY AND WORK PLAN

### METHODOLOGY

This section describes our proposed methodology to complete the Upper Reservoir Replacement project, including identification of key issues and our proposed approach to addressing these issues.

#### KEY ISSUES

Our Project Team has recently completed the design of similar sized potable water tanks in California

and we have also recently completed storage tank alternative evaluations for Cities of Camarillo, Santa Paula, and South Pasadena where we compared above-grade steel to buried concrete.

The text that follows demonstrates that we have a good understanding of the key issues associated with your project and the experience and expertise to address these issues.



#### KEY ISSUE: INCREASE RELIABILITY AND SAFETY WITH PROVEN STRUCTURAL/SEISMIC DESIGN

A successful approach to the structural design of the Upper Reservoir replacement must satisfy the following goals and objectives:

RELIABILITY AND DURABILITY:	O&M ACCESS AND SAFETY
The structure must be designed in accordance with adopted building codes and national standards for water containment structures to provide reliable storage over the life of the facility.	The storage tank must be designed to provide safe access for operation and maintenance personnel for regular cleaning, inspection, and routine maintenance activities.
The structure must be designed to withstand the strong ground motion and other site hazards the structure will be exposed to over the life of the facility.	
The structure must provide containment of the water supply with tightness meeting or exceeding currently adopted national standards for water containment facilities. The structure including the roof must provide protection from contamination, evaporation, and temperature fluctuation.	

#### KEY ISSUES

*Our experience not only gives us a good understanding of the key issues associated with your project, but the expertise to address them.*





## 2 - METHODOLOGY AND WORK PLAN

### Design Exceeding Building Code and National Standards Provides Reliability and Minimal Maintenance Along With Long-Term Storage

Following review of existing documentation and preparation of preliminary geotechnical recommendations, the preliminary design criteria for the storage tank will be prepared and submitted to the City. The preliminary design criteria will be developed based on information contained in the applicable building codes, consensus national standards for water storage structures, and experience with the design and construction of water storage structures.

Where necessary, the minimum standards contained in the building codes and national standards may be exceeded to provide a design exceeding the minimum service life, hence, providing the City with a structure requiring minimal maintenance over the life of the structure.

Summarized below in **Table 1** are the significant codes and standards that would be utilized in the preparation of the construction drawings and specifications for a cast-in-place concrete or prestressed concrete storage tank.

### Designed to Withstand Strong Ground Motion and Other Site Hazards

Seismic design of the storage tank will be in accordance with the seismic provisions of the 2016 California Building Code, ASCE 7-10 Section 15.7, and ACI 350-06. Our approach will also include establishing site specific seismic design criteria for the proposed reservoir that are intended to provide greater reliability than would be obtained by strict application of codes and other standards.



*Our team is experienced in designing reservoirs in high seismic regions. Harry Tracy Reservoir (15 MG) is constructed 1,000 feet from San Andreas Fault and Garfield Reservoir (6.5 MG) in South Pasadena is constructed 100 feet from the active Raymond Fault. Both sites have design ground accelerations that are among the highest in California.*

**TABLE 1: SIGNIFICANT CODES AND STANDARDS**

2016 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2 of Part 2, based on the 2015 International Building Code
ASCE 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures, Standard by American Society of Civil Engineers
ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures and Commentary, an ACI Standard
ACI 350.1-10 Specifications for Tightness Testing of Environmental Engineering Concrete Containment Structures and Commentary, an ACI Standard
ACI 350.3-06 Seismic Design of Liquid-Containing Concrete Structures and Commentary
ACI 350.5-12 Specifications for Environmental Concrete Structures
ANSI/AWWA D110-13 – Wire- and Strand- Wound, Circular, Prestressed Concrete Water Tanks
ANSI/AWWA C652-02 – Standard for Disinfection of Water-Storage Facilities
Post Tensioning Manual, 6th Edition, 2006
PCI Design Handbook 7th Edition, 2010
AISC 360-10 Specification for Structural Steel Buildings
AISC 341-10 Seismic Provisions for Structural Steel Buildings
ANSI/AWS D1.1 – Structural Welding Code Steel
State of California Code of Regulations, Title 8, General Industry Safety Orders
OSHA – Occupational Safety and Health Standards, 29 CFR, Part 1910



## 2 - METHODOLOGY AND WORK PLAN

Design of submerged components shall be based on ASCE 7-10 Section 15.6.4. The determination of forces due to hydrodynamic effects is generally represented by an equivalent added mass of water and is amenable to static and response-spectrum procedures. For columns and other compression members, the component analysis should include secondary P-Delta forces caused by gravity and lateral loads. Components located just above fluid surfaces may be subject to damage due to sloshing and shall be investigated by rational methods.

### Enhanced Prestressed Concrete Storage Tank Design to Improve Service Life

Our design approach to prestressed concrete water storage tanks incorporates many elements which have been found to significantly improve the serviceability and life of new prestressed structures.

Elements in the design and construction of the new structure include:

1. A strand-wound, Type I, cast-in-place concrete core wall with vertical pre-stressing.
2. Hot-dipped galvanized seven-wire, high-strength strand to reinforce the circumference.
3. Pinned anchored flexible joints at the top and bottom of walls.
4. Seismic cables in wall sleeves capable of permitting up to  $\frac{3}{4}$ -inch of radial wall movement.
5. A two-way flat slab roof with columns.
6. Automated and continuous electronic control, monitoring, and recording of vertical and horizontal pre-stressing to 1.5% and shotcrete operations.
7. Automated shotcrete and plastic wrapping operations of the entire tank wall for shotcrete curing.

Options for increased durability include:

#### OPTION 1

The addition of a galvanized steel diaphragm on the core wall exterior to provide a continuous membrane minimizing leakage through the core wall.

#### OPTION 2

The addition of injectable waterstops in the horizontal construction joint between the floor and the wall and the vertical construction joints in the core wall segments.

#### OPTION 3

Increasing the minimum cover of shotcrete over final strand from  $1\frac{1}{2}$  to 2 inches.

### Containment with Tightness Meeting or Exceeding National Standards

A concrete water containment structure designed in accordance with ACI 350.1-10 Specifications for Tightness Testing of Environmental Engineering Concrete Containment Structures would have a standard acceptable leakage of 0.05% to 0.075% of the tank capacity for a period of 24 hours.

Our approach will include presenting the City with a design that can provide a higher standard of 0.025% through using shrinkage compensating cement and minimizing construction joints.

Alternatively, if the City selects a water storage tank with no measurable loss, a structure could be designed and constructed using a liner placed on either the floor or the floors and walls.



### KEY ISSUE: SELECTING THE BEST TANK MATERIAL AND CONFIGURATION FOR THE CITY

During the preliminary design phase, we will provide an alternatives analysis to confirm the most appropriate tank material and configuration for the reservoir site that meets the City's goals and objectives. Over many years and for many clients we have evaluated the selection of construction materials for water storage facilities comparing the costs and non-cost benefits and drawbacks associated with concrete versus welded steel construction. Some typical advantages and disadvantages of concrete tank and welded steel tank construction are provided on the next page.

*Our extensive experience with design of welded steel, cast-in-place concrete and prestressed concrete reservoirs provides us the ability to confirm and evaluate alternatives with comparable service life and performance. This allows us to prepare cost comparisons for the City to confirm the alternative for best meeting your requirements.*



## 2 - METHODOLOGY AND WORK PLAN

### Typical Advantages of Concrete Tank Construction

- Depending on core wall type selection the initial construction cost of prestressed concrete tanks has been reduced significantly and can be nearly comparable to welded steel tank construction cost.
- When a present worth cost comparison of prestressed concrete tanks is performed for 50 years a comparison of maintenance costs can result in lower tank costs.
- Concrete tanks can be backfilled at little extra expense.
- Concrete tanks rarely require shutdown for re-coating operations.
- Concrete tanks are typically a better insulator of the tank contents.
- Concrete tanks require little or no maintenance of tank exterior.
- The roofs of concrete tanks typically have a higher load rating than the roofs of steel tanks.
- A concrete tank with a flat roof may have a slightly lower profile than a welded steel tank.

### Typical Drawbacks of Concrete Tank Construction

- Exposed concrete roofs are vulnerable to significant temperature differentials which can lead to expansion and contraction of the concrete over the life of the structure contributing to cracks in the concrete roof. Given the relative small diameter of the proposed reservoir, roofing membranes guaranteeing leak free roof construction for 50 or more years are likely not necessary.
- Concrete tanks can have several hundred feet of floor and wall joints with waterstop construction which can be vulnerable to leakage if good construction and inspection are not followed during placement of concrete. This will result in a minimal acceptable leakage for concrete tanks as well as, typically, the installation of an underdrain system for the monitoring of any leakage through the floor of the tank.

### Typical Advantages of Welded Steel Tank Construction

- Welded steel tanks provide the assurance of 100% leak tight construction due to fully welded floor and wall plates.
- Welded steel tanks offer the advantage of pro-



*Early development and identification of alternative approaches will facilitate stakeholder discussions and decisions on key design criteria including reservoir configuration, and size and type of construction.*

tective coatings application in a factory-controlled environment.

- Welded joints in floor and wall plates are afforded continuous inspection for leak free construction.
- Welded steel tanks have a zero-leakage allowance.
- Welded steel tanks are typically relatively easy to modify in the future if additional piping nozzles are required for added connections to the tank.
- Welded steel tanks in 1 MG storage capacity size will almost always have a lower initial construction cost.

### Typical Drawbacks of Welded Steel Tank Construction

- Exterior surface of steel tanks is vulnerable to vandalism due to damage of the protective coatings systems.
- Steel tanks will require an initial cost of retaining wall construction if site grades require excavating for steel tank construction.
- The freeboard (sloshing) allowance for a welded steel tank is typically larger than for a concrete tank resulting in a higher structure which might adversely impact adjacent properties.

While both construction materials may appear interchangeable, site conditions including geology and grading will typically lead an Owner and Design team to a preferred alternative. Based on our preliminary analysis, a concrete reservoir may have significant advantages over a welded steel tank at this site. See discussion on the next page for protecting and maintaining Reservoir 3A.



## 2 - METHODOLOGY AND WORK PLAN

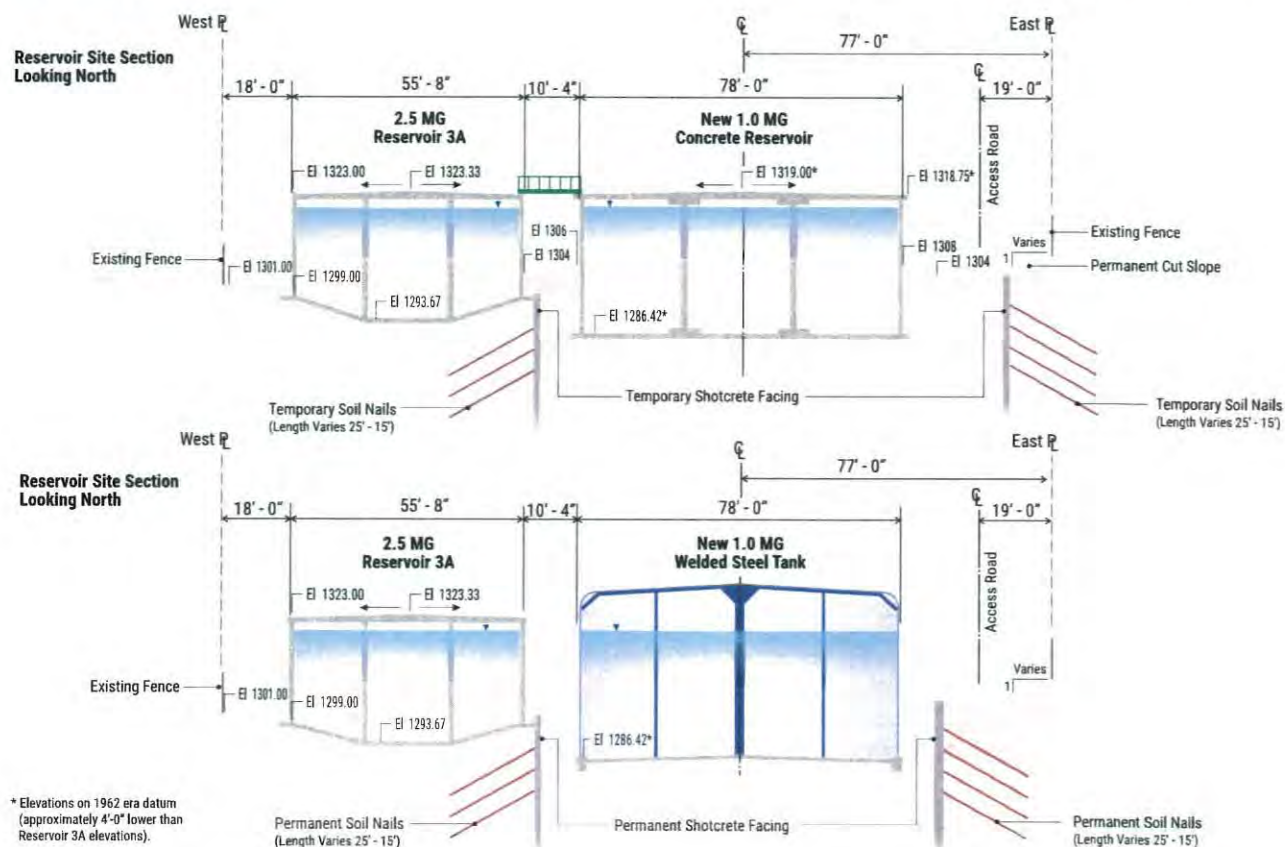
## KEY ISSUE: PROTECT AND MAINTAIN RESERVOIR 3A

The existing Upper Reservoir is 78-feet in outside diameter with foundations to EL. 1284.75 and back-filled around with existing grades varying from a high point of EL. 1310.00 on the north side to a low point of EL. 1300.00 on the south side (adjacent Foothill Blvd) of the site. The existing Reservoir 3A is adjacent to Upper Reservoir on the north and west sides and has perimeter wall footings founded at EL. 1297.67 on both sides. Reservoir 3A has a hopper bottom which relies on the support of the subgrade materials to maintain the bearing of the concrete membrane floor slab-on-grade with the floor slab sloping to a bottom EL. 1293.17. On the south side of the "L" shaped Reservoir 3A is an outlet drain sump with bottom founded at EL. 1285.58.

The City has a construction requirement to maintain continuous operation of Reservoir 3A during the excavation, demolition and construction of the replacement 1.0 MG Upper Reservoir. In order to maintain the 1.0 MG storage capacity of the replacement reservoir within the approximately 78'-0" diameter

footprint of the existing reservoir, the replacement reservoir will have to be founded near approximately EL. 1284.75. Without first installing an excavation support system, excavating to EL. 1284.75 would undermine the continuous wall footing and sloping membrane floor slab of Reservoir 3A. In order to protect and maintain Reservoir 3A, it is recommended that the selection and design of the excavation support system on the two sides adjacent to Reservoir 3A be rigid to limit deflection of the exposed face and settlement of the earth subgrade materials, which will prevent leakage from the floor. The selection of H-piles with timber lagging or soil nails with shotcrete facing is typically suitable for temporary excavation support systems; however, for permanent excavation support systems or rigid excavation support systems that limit deflection, an and internally braced excavation support system may be necessary. A comparison of the excavation support systems required for each tank material is shown in **Figure 1** below.

**FIGURE 1: Significant Permanent Excavation Support System is Required for Steel Tank Construction Compared to Concrete Tank Construction. Catwalk May Not be Possible for Steel Tank due to Height Requirement.**





## 2 - METHODOLOGY AND WORK PLAN

In addition, either for a temporary or permanent excavation support system, the excavation support system will have to be designed to remain rigid and limit deflection during a seismic event to prevent settlement of the perimeter wall footing and sloping concrete membrane floor slab, which will prevent leakage from Reservoir 3A during construction.

Depending on the selection of materials, welded steel versus prestressed concrete, the wall of the new reservoir will either have to be left exposed to the floor level or can be backfilled or differentially backfilled to restore grades and drainage paths back to the preconstruction elevations. In order to protect the long-term structural integrity of Reservoir 3A it is recommended that a concrete reservoir be constructed at the replacement reservoir.

Only a concrete reservoir with backfilled perimeter walls will be able to provide assurance that long term deflection of the exposed wall face will not result in settlement beneath the wall footings and sloping membrane floor of Reservoir 3A.

While a welded steel tank with permanent retaining walls could offer initial construction costs savings over the concrete reservoir, the need to maintain the exposed walls of a welded steel reservoir will require extensive re-design of the site grading and drainage because the welded steel tank constructed with a bottom at EL. 1284.75 will result in a permanent excavation in the middle of the site requiring dewatering and possibly a storm drain pump station depending on elevations of the adjacent storm drain facilities.



### KEY ISSUE: RESERVOIR DESIGN WILL INCORPORATE STAFF'S CONCERNS AND IDEAS

During the preliminary design we will work together with the City to present the design approach to staff and enhance their understanding of the structure and facility design for engineering, maintenance, and operations.

Based on our experience, we will also facilitate early discussions on the details of the design, including structure connections to the new pipelines, water quality, details of structure elements, structure appurtenances including inlet, outlet, overflow, wash

down piping, water level monitoring, water quality sampling, roof openings and hatches, ventilation, stairs and ladders, guardrails, power and lighting, instrumentation and SCADA. This will enhance stakeholder participation and buy-in early, thus avoiding surprises at the later stages of design or during construction. **Figure 2**, showing several proposed features suggested by City staff, is provided on the following page.



### KEY ISSUE: STREAMLINE CEQA APPROACH FOR COST EFFECTIVENESS AND REDUCED SCHEDULE

The Project Team has enlisted Tom Dodson & Associates to provide CEQA support services. The City has assumed that an Initial Study (IS) leading to a Negative Declaration (ND) should be assumed for CEQA compliance. To prepare an IS, the new CEQA Environmental Checklist Form needs to be utilized, which requires addressing a total of 21 issues, including two new issues: Energy and Wildfires.

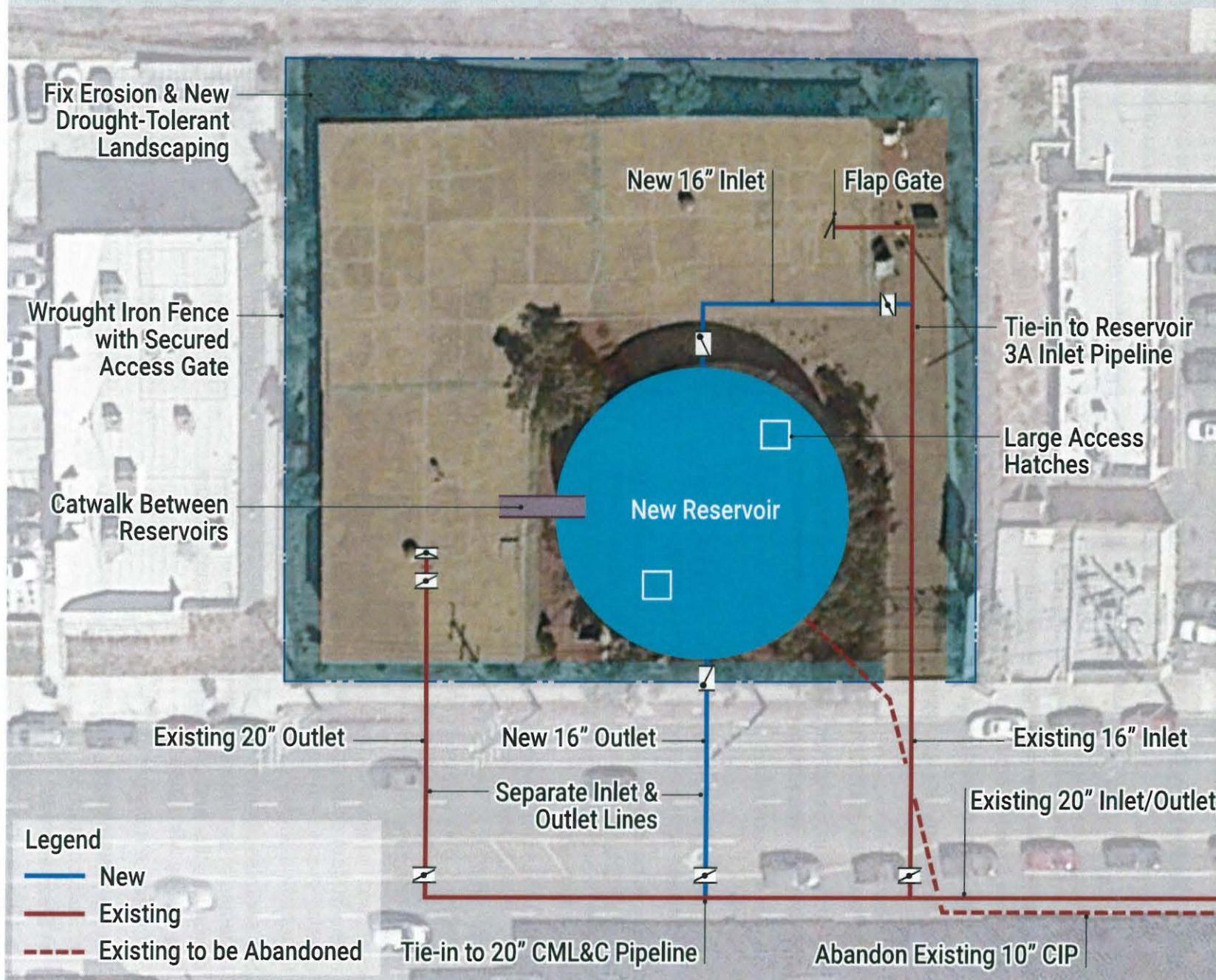
Based on our experience with replacing an existing reservoir, we recommend adoption of a Categorical Exemption, Class 1 or Class 2 (existing facility or replacement, respectively). If this approach is accepted by the City, our team can prepare a Notice of Exemption with a much smaller budget than what would be required for preparation of an IS and **the CEQA process can be completed within a month of submitting the draft Preliminary Design Report.**

*The Project Team understands the importance of having strong environmental documentation, permitting, and community outreach.*

*Between our core Project Team and our two key subconsultants (Tom Dodson & Associates and DePinto Morales), we believe we can address all environmental and community questions for the project.*



FIGURE 2: We will provide separate inlet and outlet piping while optimizing use of existing piping.





## 2 - METHODOLOGY AND WORK PLAN

### WORK PLAN

This section describes our scope of work for the Upper Reservoir Replacement Project.

#### Task 1 - Preliminary Design Engineering Services

##### 1.1 - Data Review

Review City's existing data, reports, record drawings and studies concerning reservoir location, design, construction and other issues. Review and provide findings in a recommendation regarding the Upper Reservoir Replacement.

##### 1.2 - Geotechnical Investigation

Prepare preliminary geological, soils, and seismic studies to address relevant geology, seismicity, and groundwater issues. A report will be prepared to summarize the geotechnical investigation.

The surface investigation will include drilling exploratory borings. The purpose of the borings will be to:

- Obtain subsurface information at the project site.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Tests (SPTs) will be conducted in the 50-foot deep boring starting at 20 feet below existing ground surface for seismic settlement and liquefaction analysis.

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing will consist of:

- In-place moisture and density.
- Sand equivalent.
- Soils corrosivity.
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.
- Collapse.

Data obtained from the exploratory borings and laboratory testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical study report, which will consist of the following items:

- Description of the surface conditions at the site.
- Project description.
- A description of the field procedures used in the investigation.
- A description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the boring and sampling locations, and groundwater level.
- Depth to groundwater and the necessity for dewatering during construction.
- Existing pavement and base material thickness (if encountered).
- Discussion on the laboratory test results including soils corrosivity.
- Geology and faulting relative to the site.
- Seismic coefficients based on 2016 California Building Code.
- Evaluation of liquefaction potential and other secondary effects of earthquakes.
- Coefficients of internal friction and cohesion of in-situ undisturbed soils.
- Lateral earth pressures.
- Allowable soil bearing capacity for shallow foundation design.
- Minimum footing embedment.
- Total and differential settlement estimates.
- Remedial grading recommendations.
- Suitability of on-site material for backfill.
- Guidelines for placement of compacted fill.
- Geotechnical parameters for pipe design.
- Temporary trench wall slope stability evaluation.
- Pipe subgrade preparation recommendations.
- Trench backfill recommendations.



## 2 - METHODOLOGY AND WORK PLAN

### 1.3 - Utility Research

Research and identify the location of all underground utilities on the project site and immediate vicinity of the proposed facilities and appurtenances. Information such as material, size, depth, and horizontal location of all facilities shall be clearly identified on the topographic, demolition and construction drawings.

### 1.4 - Topographic Survey

Provide topographic mapping of the project site and immediate vicinity by land surveying, aerial photogrammetric and other measures necessary for reservoir design, along with horizontal and vertical control.

Topographic mapping shall extend for full street right-of-way width on streets adjoining the project site, and 50-feet beyond the project site property lines that do not adjoin a public roadway. Record all features including water facilities, sanitary sewer, storm drain, power poles, driveways, fences, and bushes.

### 1.5 - Fire Flow Storage Analysis

A storage evaluation will be provided to determine if there is sufficient storage available to meet fire flow needs with the Upper Reservoir out of commission during construction. The storage evaluation will be based on existing demands, which will be calculated by evaluating meter data provided by the City. Storage criteria, such as operational, emergency, and fire flow requirements, will be defined in conjunction with City staff. Fire flow storage sufficiency will be evaluated based on the storage criteria and available storage.

### 1.6 - Landscape and Irrigation Design

A landscape and irrigation design will be provided based on the City's desire for drought-tolerant low-maintenance plants at the reservoir site. The existing trees will remain on site. The design drawings and specifications will consist of an irrigation plan with irrigation system layout, irrigation legend, notes, and details; planting with call-outs, and plant list, notes, and details.

### 1.7 - Reservoir Alternatives Analysis

An alternatives analysis will be provided for comparison of reservoir materials and construction methods. Cast-in-place concrete, pre-stressed concrete, and welded steel reservoir design concepts will be evaluated with life cycle costs and non-cost parameters utilizing a weighted-criteria ranking analysis.

The analysis will yield a reservoir design concept recommendation for incorporation with the preliminary design.

### 1.8 - Draft Preliminary Design Report (PDR) Preparation

Prepare a detailed PDR that can be construed as 30% design effort and shall include scaled exhibits and drawings. The PDR will consist of the following:

- Site considerations.
- Location of existing reservoirs on the property.
- Location of other existing facilities on the property.
- Hydraulic analysis.
- Maximum possible storage capacity of the site.
- Integration of proposed Upper Reservoir and other potential storage facilities.
- Location of other proposed potential facilities, including booster pumps currently onsite and an evaluation of their current condition.
- New on-site piping configurations.
- Geotechnical considerations.
- Civil design considerations.
- Grading and landscaping.
- Construction staging area and access.
- Protection of existing facilities.
- Community impacts and traffic analysis.
- Reservoir piping including inlet/outlet, drainage, and overflow.
- Off-site piping.
- Structural design.
- Reservoir telemetry, SCADA & instrumentation.
- Photorealistic color renderings of the site with the proposed reservoir.
- Reservoir design considerations including entry/exit, water quality control, ventilation, security, maintenance, and other issues.
- Preparation of a Class 4 Opinion of Probable Construction Cost.
- Design and construction schedule.
- Submit five (5) copies of the draft PDR for City staff review and comments, along with a flash drive containing the electronic files both in the source file format and in Portable Document Format (PDF).



## 2 - METHODOLOGY AND WORK PLAN

### 1.9 - Final PDR Preparation

Prepare final PDR based on the City's review of the draft PDR.

Submit five (5) copies of the final PDR, along with a flash drive containing the electronic files both in the source file format and in Portable Document Format (PDF).

### Task 2 - Final Design Engineering Services

The final design engineering services is based on designing a 1-MG prestressed concrete reservoir. The scope of work and fee estimate are based on the following assumptions:

- Permanent retaining walls are not required.
- Drought-tolerant landscaping will be provided.
- Existing LADWP power service is adequate.
- Existing Reservoir 3A service, MCC, and telemetry panels will not be replaced.
- Demolition and replacement of existing overflow structure and associated level sensor will be provided.
- Existing 48-inch collector manhole will be protected in place.
- Existing conduit run in access road to service, MCC, and telemetry panels will be protected in place.
- A preliminary drawing list that is provided in Appendix A of the proposal.

### 2.1 - 60% Design Documents

- Prepare 60%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control.
- 60%-level plans and specifications for aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide a Class 3 Opinion of Probable Construction Cost based on the 60%-level design documents
- Prepare recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.

- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.

Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

### 2.2 - 90% Design Documents

- Prepare 90%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control.
- 90%-level plans and specifications for aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide an updated Class 2 Opinion of Probable Construction Cost based on the 60%-level design documents
- Prepare an updated recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.
- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.
- Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

### 2.3 - 100% Design Documents

- Prepare 100%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control for contract bidding.
- 100%-level plans and specifications for all aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide an updated Class 2 Opinion of Probable Construction Cost based on the 60%-level



## 2 - METHODOLOGY AND WORK PLAN

design documents.

- Prepare an updated recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.
- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.
- Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

### 2.4 - Traffic Control Plans

- Since the site is located within the City of Los Angeles, we anticipate the traffic control design format and standards shall conform to LADOT guidelines. The plans will be coordinated with LADOT staff and submitted for B-Permit processing.
- Two (2) traffic control plan sheets and typical details, in AutoCad format and at a scale of 1"=40', illustrating the plan view of the proposed traffic control design for construction activities within the street right-of-way adjacent to the site will be provided. The traffic control design will be based on existing conditions and the proposed improvements within public street limits.

### 1.5 - Public Outreach

- Attend up to three (3) community meetings; prepare presentation material such as PowerPoint and displays to assist City addressing community issues.
- Create public information materials including PowerPoint presentation, fact sheet with renderings, benefits statement, maps, translations, printing.

### 2.6 - Permitting Support

Submit Plans and Specifications to the following agencies for review:

- City of San Fernando Building Department
- City of Los Angeles Building Department
- SWRCB, Division of Drinking Water

It is assumed that two submittals will be required for

each agency. JRC/KJ will address comments from the reviewing agencies.

It is assumed that the City will pay for any permit fees.

### 2.7 - CEQA Support

Based on our understanding of the project, it appears an Initial Study and Negative Declaration is not required for CEQA compliance. Based on the project concept of replacing the existing reservoir in-kind, a Categorical Exemption, Class 1 or Class 2 will be prepared to meet CEQA compliance.

### 2.8 - Bidding Support

- Attendance at the Pre-Bid Meeting with General Contractors.
- Preparation of up to six (6) responses to Contractor inquiries during bidding.
- Preparation of up to two (2) Addenda to the final Contract Documents.
- Preparation of Conformed Drawings.
- Attendance at the Bid Opening.
- Assistance in the evaluation of bids and the award recommendation.

## Task 3 - Engineering Services During Construction

The following services shall be provided after award of the project, during the construction period. It is assumed that the construction period will be 12 months.

### 3.1 - RFI Responses

- Provide up to twenty (20) responses for Requests for Information (RFI). Assist in the correct interpretation of the plans and specifications, including the preparation of engineering details and sketches, if required for clarification.

### 3.2 - Submittal Reviews

- Review up to forty (40) original and twenty (20) resubmittal shop drawings and working drawings of manufacturers and constructors for substantial conformity with the contract plans and specifications.

### 3.3 - Contractor Payment Evaluations

- Review up to twelve (12) estimates of progress and final payments, submitted by the contractor, and forward recommended payment to City staff for payment by the City's Finance Department.



**SECTION # | SECTION TITLE****3.4 - Meetings and Site Visits**

- Schedule and chair a pre-construction meeting with the contractor, City staff, and consultant staff for the project.
- Forty (40) weekly visits by the Project Engineer to the project site during the active construction period.
- Three (3) site visits by the Structural Engineer to the project site
- Final inspection by the Project Engineer.

**3.5 - Record Drawings**

- Prepare revisions/corrections of plans to reflect any changed conditions during construction for the record drawings.
- Prepare Record Drawings in AutoCAD version 2008 format.
- Prepare one (1) hard copy set and PDF of the Record Drawings.

**3.6 - Public Outreach**

- Develop and maintain an informational website about the project construction, including site pictures, project schedule, and detour information for 12 months.

**Task 4 - Project Management and Meetings****4.1 - Project Management & Administration**

- Provide project management and administration, consisting of team coordination, City communication, budget tracking, schedule tracking, and invoicing. It is assumed the project duration is thirty (30) months.
- Submit Monthly Progress Reports to include budget status per task, work completed and work to be completed in next thirty (30) days. It is assumed seventeen (17) monthly progress reports will be prepared.

**4.2 - Meetings**

- Attend a kickoff meeting with the City to discuss the goals and objectives for the project
- Conduct monthly project team meetings to include City and key sub consultants during preliminary and final design phases of the project. Prepare meeting minutes. It is assumed sixteen (16) monthly project team meetings will be provided. It is assumed design review meetings will be incorporated with the monthly team meetings.

**4.3 - QA/QC**

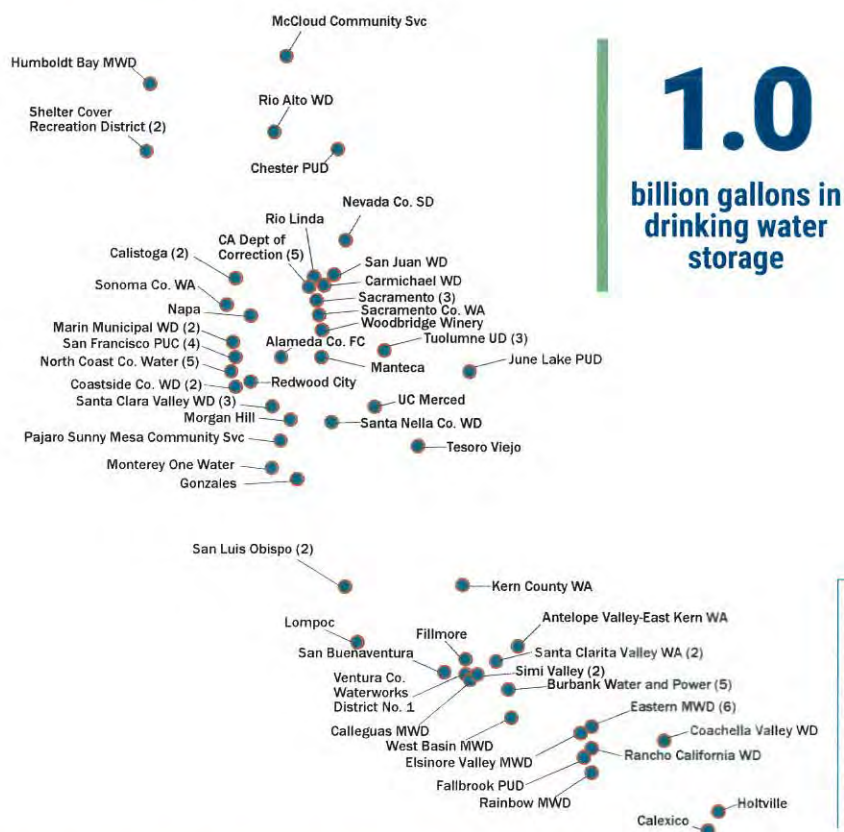
- Submit Quality Control and Quality Assurance Plan for City review and approval.
- Submit a detailed construction Quality Control and Quality Assurance Plan for City review and approval.
- Provide quality reviews for project deliverables in accordance with Kennedy Jenks' QA/QC program.
- Provide internal project initiation meeting and concept & criteria review to review the project work plan and initial project concepts.



## 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

### DEMONSTRATED EXPERTISE IN RESERVOIRS

Our reservoir design experience includes steel tanks and concrete reservoirs (cast-in-place and pre-stressed). We provide the gamut of services for reservoir design projects, including siting evaluations and studies, pumping and distribution facilities, water quality and mixing systems, seismic retrofitting and resilience, telemetry and controls, regulatory agency coordination, public outreach, and construction management.



**1.0**  
billion gallons in  
drinking water  
storage

**100**  
new concrete  
water storage  
tanks

**380**  
new welded steel  
water storage  
tanks

#### Map of Reservoirs in California

The JRC/Kennedy Jenks team will leverage our experience on similar projects to avoid learning curves and focus on solving your technical needs. Our relevant experience will foster sound, tailored engineering solutions meeting the needs of your reservoir.

### SIMILAR PROJECTS FROM PAST 5 YEARS

CLIENT	PROJECT	SIZE	CONSTRUCTION COST	COMPLETION DATE
City of South Pasadena	Garfield Reservoir Replacement	6.5 MG	\$19 M	2018
City of Santa Paula	Mesa Reservoir Replacement	0.6 MG	est. \$1.5 M	Design 2019
Eastern Municipal Water District	Daily II Reservoir	2.0 MG	\$3M	2015
San Diego County Water Authority	Mission Trails Flow Regulatory Structure	5 MG	est. \$23 M	Design 2019
San Francisco Public Utilities Commission	Harry Tracy WTP Treated Water Reservoir	11 MG	\$53 M	2017
Antelope Valley-East Kern Water Agency	Westside Water Bank Tank 2	4 MG	\$2M	2016
Santa Clarita Valley Water Agency	Cherry Willow Recycled Water Tank	1 MG	est. \$4 M	Design 2018



## 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

## GARFIELD RESERVOIR REPLACEMENT PROJECT

CITY OF SOUTH PASADENA | SOUTH PASADENA, CA

**Completion Date:** 2018**Total Project Cost:** \$19 M**Project Highlights**

- Replacement of the City of South Pasadena's largest storage reservoir
- New cast-in-place structure
- Residential neighborhood

Kennedy Jenks was retained by the City of South Pasadena (City) for preliminary and final design for replacement of the Garfield Reservoir and Pump Station. The project consisted of analyzing six alternate reservoir and pumping configurations during the preliminary design stage. This project also consisted of replacing the City's largest storage reservoir with a cast-in-place structure having a capacity of 6.5 MG.

In addition to replacement of the reservoir, the project included replacement of the existing 2,500 gallon per minute booster station and addition of a on-site chlorination system. The pump station was equipped with two 50 HP and one 100 HP vertical turbine pumps. The site was in a residential neighborhood and the design required landscaping and noise analysis.

The design also included permanent treatment of site stormwater runoff prior to discharging to a flood control channel. The project team used a workshop format at every design milestone to obtain input/feedback from key stakeholders throughout the project.

## MESA RESERVOIR REPLACEMENT

CITY OF SANTA PAULA | SANTA PAULA, CA

**Completion Date:** Design 2019, Construction 2020**Total Project Cost:** est. \$1.5 M**Project Highlights**

- Site constraints
- Evaluation of tank material options
- Tank configuration alternatives

Kennedy Jenks is designing the Mesa Reservoir Replacement Project which consists of twin 300,000 gallon potable water storage reservoirs (0.6 MG total storage). The existing Mesa Tanks were constructed in the 1960s and each have nominal capacity of 0.21 MG.

Prior to commencing final design, Kennedy Jenks performed a feasibility study that investigated tank construction/material types, configuration alternatives, location and cost. Tank construction alternatives consisted of partially buried prestressed concrete, rectangular cast-in-place concrete and above-grade welded steel tank construction. The alternatives were evaluated based on available space to determine the best option for the City at this particular location.

The Mesa Tank site is constrained and located on a 2:1 hillside abutting the County of Ventura and City limits. Other considerations included providing temporary storage tanks during construction, permitting requirements, maintenance considerations, water quality, constructability, cost, environmental impacts, land acquisition, traffic impacts, grading and geotechnical considerations.



## 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

**DAILY II RESERVOIR****EASTERN MUNICIPAL WATER DISTRICT, CA****Completion Date:** 2015**Total Project Cost:** \$3M**Project Highlights**

- Public outreach including providing 3-D renderings
- Hydraulic analysis of the pressure zone pipeline sizing, and tank sizing

The District's Daily Pressure Zone was deficient in operational and fire flow storage. The Daily Tank provided a total storage volume of only 0.21 MG while 2.1 MG was required to meet existing system demands, operational storage, and fire flow requirements.

Three separate studies were prepared analyzing the storage requirements for the Daily Pressure Zone. The first study identified storage deficiencies and recommended a 2.0 MG storage tank and 24-inch diameter inlet/outlet pipeline.

Five alternative site locations were evaluated with the recommended site location immediately east of the existing tank site. The design included separate inlet and outlet pipelines and an altitude valve and by-pass vault. An emergency overflow pond was also included and sized to include the ability to drain the bottom 2 feet of storage.

**MISSION TRAILS FLOW REGULATORY STRUCTURE****SAN DIEGO COUNTY WATER AUTHORITY | SAN DIEGO, CA****Completion Date:** Design 2019**Total Project Cost:** \$23M**Project Highlights**

- New 5 MG Reservoir
- CEQA documents

The Mission Trails suite of projects is a proposed set of improvements to the untreated water conveyance portions of the Second Aqueduct in and around Mission Trails Regional Park. In 2010, the Water Authority constructed two separate tunnel sections as part of the Mission Trails Pipeline Tunnel project. The Mission Trails Flow Regulatory Structure II will be located in between the two sections of the tunnel. Currently, the tunnel is neither connected to the Second Aqueduct nor is it continuous through its two sections.

Kennedy Jenks is providing structural design for a new five million gallon Mission Trails Flow Regulatory Structure II, new flow control facility, pipeline connections, and demolition of eight existing vent structures in Mission Trails Regional Park.

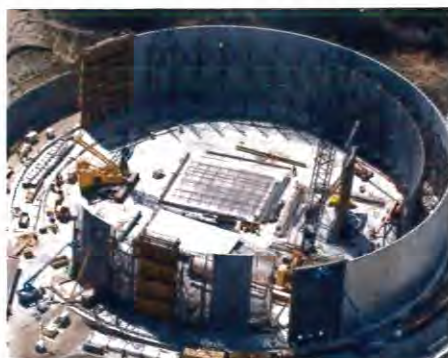
Kennedy Jenks is designing a concrete emergency storage basin using structural analysis software and developed contract drawings, prepared project design specifications, and attended client meetings.



## 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

## HARRY TRACY WTP TREATED WATER RESERVOIR

SAN FRANCISCO PUBLIC UTILITIES COMMISSION | SAN FRANCISCO, CA

**Completion Date:** 2017**Total Project Cost:** \$53M**Project Highlights**

- 2017 ACEC award winning 240-foot-diameter circular tank with 46-foot water depth and supported on over 800 driven non-displacement steel H-piles located 1,000 feet from the San Andreas Fault

The 11 MG reservoir is a complex structure involving two tanks consisting of a chlorine contact tank for water treatment, constructed around a treated water storage reservoir. The inner wall of the operational storage reservoir consists of cast-in-place concrete wall with non-prestressed reinforcement and vertical post-tensioning tendons, while the outer wall of the chlorine contact tank is a strand-wound circular pre-stressed concrete tank with a cast-in-place concrete core with vertical prestressed reinforcement.

Design challenges included the location of the reservoir at a site with limited space, situated near the San Andreas and Serra Faults. The reservoir is designed to sit above a stepped excavation of partial cut into a hillside and partial fill, which resulted in a potential for differential settlement. In response, the reservoir is placed above approximately 800 H-piles driven to depths between 20 and 60-feet, which support the reservoir and resist gravity and lateral loads, including seismic and wind loads.

A soil nail retaining wall is located directly uphill of the reservoir to support the cut face of the existing hillside, rising up to 65-feet tall, and supported by approximately 1,000 soil nails up to 70-feet long. The soil nail wall is tied into an adjacent soldier pile wall.

## WESTSIDE WATER BANK - TANK 2

ANTELOPE VALLEY-EAST KERN WATER AGENCY | PALMDALE, CA

**Completion Date:** 2016**Total Project Cost:** \$2M**Project Highlights**

- Hydraulics, geotechnical, and hydrogeology evaluations and analyses
- Control strategy and operations plan
- Coordination with DDW for operating permit amendments

Antelope Valley-East Kern Water Agency (AVEK) implemented Phases 1 and 2 of an \$80 million water banking program with a twofold objective: (1) water supply stabilization, and (2) regulatory compliance with the Stage 2 Disinfectants/Disinfection Byproducts (D/DBP) Rule. The Westside Water Bank was constructed on a 1,475-acre agricultural property and the groundwater production is delivered to a central treatment facility with two 4 MG above ground steel tanks for chlorine disinfection and CT compliance.

- Phase 1 (completed in 2013) included over-excavated the site and compacted for the construction of both 4 MG steel tanks; however, only the first tank was constructed under Phase 1.
- Phase 2 (completed in 2016) included drilling and equipping of an additional two potable recovery wells and construction of the second 4 MG steel tank (completed in 2016). Kennedy Jenks performed the design, bid assistance, and construction support services.



## 3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

## CHERRY WILLOW RECYCLED WATER AUTHORITY

SANTA CLARITA VALLEY WATER AGENCY | SANTA CLARITA, CA



**Completion Date:** Design 2018;  
Construction 2019

**Total Project Cost:** est. \$4M

**Project Highlights**

- Tank volume and configuration alternatives evaluation
- Grant funded project
- Exterior spiral staircase for access
- Tank overflow basin included to meet discharge requirements sizing

Kennedy Jenks provided a PDR for the Recycled Water System Phase 2B. SCVWA is seeking to expand their existing recycled water system to offset potable water demands and improve water supply reliability. The PDR provided an evaluation of opportunities and design considerations to develop Phase 2B of the recycled water system.

Kennedy Jenks has completed preliminary and final design. The proposed welded steel tank will be designed to hold up to 1.0 MG of recycled water. Kennedy Jenks prepared preliminary layouts and performed tank aspect ratio (diameter vs depth) analysis to determine optimal design/capacity to provide 0.8 MG, usable storage tank within the given site constraints. Tank design will consider freeboard requirements in the analysis, and structural design alternatives (e.g., shell thickness) to address sloshing in a seismic event.

The tank will be equipped with remote monitoring and controls for integration into SCVWA's SCADA System. The tank will be equipped with a SolarBee mixer. The tank will be equipped with exterior spiral staircase for access to the roof. The tank will include protective coatings, interior and exterior to prevent corrosion.

### ADDITIONAL SIMILAR PROJECTS

*This table summarizes additional reservoir projects of similar nature to your project located in Southern California, demonstrating our team's comprehensive design experience in these areas.*

CLIENT	PROJECT	SIZE
Ventura County Water Works District #1	Recycled Water Tank	1.5 MG
Ventura County Water Works District #19	538 Zone Tank	1.0 MG
City of Fillmore	Reservoir No. 3	3.0 MG
City of Simi Valley	Lower McCoy Reservoir	1.0 MG
City of San Buenaventura	View Park Tank	0.25 MG
City of San Buenaventura	430 Pressure Zone Reservoir	2 x 2.0 MG
City of Lompoc	4 MG Reservoir	4.0 MG
Glendale Water & Power	Chevy Chase 968 Reservoir	15 MG
Santa Clarita Valley Water Agency	Rio Vista Water Treatment Plant Reservoirs	2 x 15 MG
Kern County Water Agency	Henry Garnett Water Purification Plant Reservoirs	2 x 3.0 MG
Burbank Water & Power	Reservoir No. 1	9.5 MG
City of San Buenaventura	Bailey Water Conditioning Facility Reservoir	3.0 MG
City of Santa Monica	Arcadia WTP Reservoir Seismic Damage Evaluation	5.0 MG
Calleguas Municipal Water District	Lake Bard Water Filtration Plant Reservoirs	2 x 4.0 MG



## 4 - KEY PERSONNEL

### LOCAL, RESPONSIVE DESIGN TEAM SUPPORTED BY NATIONALLY RECOGNIZED INDUSTRY EXPERTS

JRC/KJ has assembled a project team of in-house personnel with specialized and expert services to meet the scope of work identified. The City will benefit from our project team's significant expertise on similar projects. Our reputation for responsiveness has resulted in assignments for similar projects that have included studies, assessments, planning, design and construction support services for numerous clients. To accommodate this contract, the JRC/KJ team was crafted with flexibility, responsiveness, and dependability in mind.



### EXPERIENCED AND COMMITTED TO PROJECT SUCCESS:

- JRC/KJ has developed streamlined, cost-effective, and clear methodologies to handle our projects.
- Our team of professionals understand how to work effectively with municipal staff to develop strategies and tools to achieve each assignment's goals, regardless of size, scope, budget, or schedule.
- With local leadership, continuity of project team members and a minimal learning curve due to geographic familiarity, our team is committed to successfully delivering this project on time and within budget. Our commitment is backed by our history of successful project execution and meeting our clients' needs.

# 100+

COMBINED RESERVOIR  
DESIGN PROJECTS  
DELIVERED BY OUR KEY  
STAFF

### Subconsultants

As shown on the organizational chart above, we have selected known and reputable subconsultants to assist in specialty technical areas to supplement our team where necessary. The majority of our subconsultants are local firms that provide direct knowledge and experience to the local conditions and issues.



## 4 - KEY PERSONNEL

## A LOCAL PROJECT MANAGER YOU KNOW AND TRUST

**JOHN ROBINSON****PROJECT MANAGER****SKILL SET SUMMARY**

- Experienced in the planning, design and construction of over 25 potable and recycled water reservoirs in Southern California.
- Experienced in over 300 miles of design for new potable and recycled water pipeline.
- Provided environmental plan development and has been intimately involved with regulatory agencies with permitting jurisdiction over potable and recycled water facilities.

John has **26 years of experience** in the planning, design, and construction phases of civil and environmental engineering projects. He has completed preliminary and final design engineering of capital improvement projects, including cost estimates, reservoirs, booster pump stations, and pipelines for water and reclaimed water projects.

His experience includes construction-phase engineering services for many reservoir, pumping, and pipeline systems, and leading utility systems engineering services for several design/build infrastructure projects. He has managed many relevant projects, including the City of Beverly Hills Coldwater Canyon Reservoir replacement, Foothill Municipal Water District Reservoir Evaluations and Orange County Water District 6.0 MG Reservoir conversion.

John provides technical direction and project oversight for the development of public infrastructure that includes:

- Pipelines
- Pumping Stations
- Reservoirs
- Hydraulic Structures
- Recharge Basins
- Wells

His technical expertise ranges from master planning and program management to final design and construction implementation. As a project manager, he has on numerous occasions successfully led my project teams to complete the work within the project budgets and time schedules and with a high degree of responsiveness to the clients.

As Project Manager, John will proactively manage the project, provide scope, schedule, and budget monitoring, be responsible for staffing coordination and be available to meet with the City, facilitate workshops, and guide the high-level decisions. He understands that providing successful services on this project depends on the competence and capabilities of the team members and how they work together with the stakeholders.

**RELEVANT PROJECT MANAGEMENT EXPERIENCE SUMMARY****Reservoir Replacement**

- *City of Beverly Hills*

- Design of an 8.21-MG buried prestressed concrete reservoir.
- Site constraints needed innovative design approaches, such as shoring methods to allow for the concrete casting of the reservoir structural elements without encroaching on the surrounding properties.
- Worked closely with the Beverly Hills Parks Department.

**Reservoir Evaluations**

- *Foothill Municipal Water District*

- Conducted a reservoir alternative evaluation consisting of:
  - » Modifications to existing
  - » Construct additional
  - » Tear down
  - » Lease capacity
  - » Construct interconnection

**Reservoir Conversion**

- *Orange County Water District*

- Modified an existing 6.0-MG potable water reservoir for reclaimed water storage.
- Design of a new pump station and modification of another pump station.
- Provided a surge analysis and report, computer hydraulic model (CyberNet 2.0), and update of model (CyberNet 3.0).



## 4 - KEY PERSONNEL



## REGISTRATIONS

- Professional Civil Engineer, California
- Professional Structural Engineer, California

## SRIDHAR SADASIVAN, PE, SE

## QA/QC MANAGER



Sridhar has **16 years of practical, hands-on experience** in design and construction of potable water reservoirs. He has substantial experience with tank design and retrofits in similar seismic regions in Southern California, including projects with the Cities of South Pasadena, Glendale, and Burbank.

In addition, Sridhar is a senior Operations Director for Kennedy Jenks and has served as QA/QC reviewer for numerous water facility projects throughout the West Coast.

Sridhar will serve as QA/QC and lead a comprehensive review of project deliverables; he will dedicate his time to confirming that our QC program is followed and able to meet your needs and achieve your desired schedule.



## REGISTRATIONS

- Professional Civil Engineer, California

## DAVID FERGUSON, PhD, PE

## DESIGN MANAGER



David has **39 years of practical, hands-on experience** in the planning, design, construction, and operation of water supply, infrastructure, and treatment projects. His background includes project and program management, as well as management of engineering and/or operations for three large water utilities in Southern California. David has been responsible for the evaluation and/or design of upgrades, rehabilitation, retrofit, and/or replacement for over 40 water treatment plants, 30 reservoirs, and 20 pumping stations for 15 different water utilities.

David, serving as Design Manager, will apply his decades of experience to support the City and team in project decision-making. He will guide the planning and design efforts that will result in an affordable water facility that will meet the City's long-term needs.



## REGISTRATIONS

- Professional Civil Engineer, California

## DON BARRAZA, PE

## RESERVOIR DESIGN



Don is a senior engineer with over **30 years of experience** serving as structural engineer, project engineer, project manager, and construction resident engineer. He has worked directly with the team on reservoir assessments and designs throughout Southern California. He has practical hands-on planning, design, and construction support experience with design and condition assessment of 30+ steel and concrete tanks. In his career, he has worked on more than 18 condition assessments, structural design of over 70 concrete tanks and 70 steel reservoirs, 17 pump stations, and more than 30 water treatment plants, and has served as a senior-level reviewer for over a dozen water treatment plant projects.

Don will serve as the reservoir structural design lead for the preliminary, final and construction engineering services associated with location and configuration of the reservoir and integration and protection of the existing structures and geotechnical requirements.



## 4 - KEY PERSONNEL

## TRUSTED SUBCONSULTANT PARTNERS

JRC/KJ maintains excellent relationships with local subconsultants and specialists to help achieve project success.



Since 1946 Converse Consultants (Converse) has provided professional services in the fields of geotechnical engineering, engineering geology, ground-water sciences, environmental sciences and soils and materials testing and inspection. Their clients include public agencies and private sector clients in the transportation, water/wastewater, educational, residential, commercial and other market segments.



DePinto Morales Communications, led by David DePinto, is a firm specializing in environmental issues management, water education projects, crisis communications, public education and outreach campaigns, stakeholder relations, media relations, public affairs, and ethnic/community marketing. Geographically, Dave has implemented public education and outreach campaigns focused in the northeast San Fernando Valley, the San Gabriel Valley, the City of Los Angeles and throughout the State of California. As volunteer president of the largest homeowner association in the City of Los Angeles, Dave has unique insights and capabilities related to facilitating community discourse on controversial issues and development projects involving counties and municipalities, water districts, school districts and non-profit organizations.



JMDiaz (JMD) professionals provide comprehensive traffic engineering services including traffic analyses and design for a variety of projects. JMD conducts traffic impact analysis, including warrant analysis, and prepares traffic impact studies for new developments as well as traffic management plans for major projects involving extensive haul and detour routes. JMD's traffic engineering group performs designs including signage, channelization, traffic signals, street and parking lot lighting.



With more than 46 years of landscape architectural experience, NUVIS, a DBE/SBE professional services firm creates outdoor design solutions. In collaboration with our private sector and public agency clients, NUVIS produces design solutions from concept to construction. They are passionate about our mission to create responsible outdoor venues that provide opportunities for interaction and exhibit dramatic memorable results from texture, form, color, and pattern—inspiring people-oriented experiences.



ON-LINE Engineering is a Civil Engineering and Land Surveying firm based in the City of Pasadena and has served Southern California for 24 years. They provide professional civil engineering and land surveying services are provided to both public and private sector clients in all areas relating to land development.



Tom Dodson & Associates (TDA), incorporated in 1983, is a small environmental consulting and regulatory compliance firm. TDA is capable of providing a full range of environmental and regulatory compliance services. This includes an in-house biological staff capable of providing biological resources evaluations, as well as, revegetation and habitat restoration capabilities. TDA has provided planning and environmental consulting services for various water, hazardous waste management, biological evaluations, and base reuse projects. TDA has also prepared the environmental compliance documents needed for such projects. These documents have ranged from Initial Studies and Negative Declarations to full Environmental Impact Reports that meet California Environmental Quality Act requirements.



Proposal Fee Estimate

John Robinson Consulting, Inc. & Kennedy Jenks

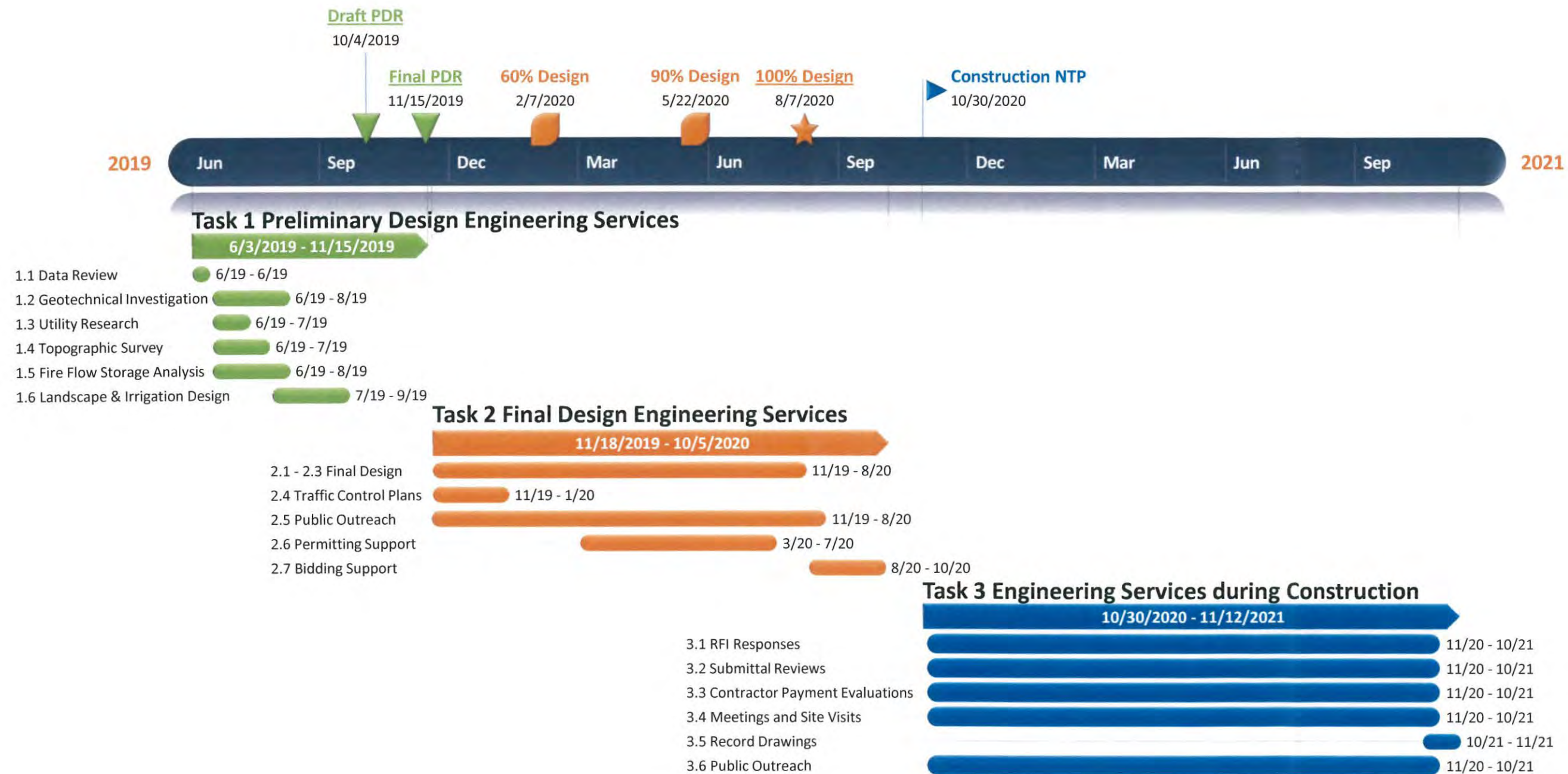
CLIENT Name: City of San Fernando

PROJECT Description: Upper Reservoir Replacement Project

Proposal/Job Number: Date: 4/9/2019

	JRC Project Manager	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Senior CAD-Designer	CAD-Designer	Senior CAD-Technician	CAD-Technician	Project Admin.	Administrative Assistant	Aide		JRC/KJ	Sub	Sub	Sub	Sub	Sub	Sub	JRC/KJ	Total Expenses	Total Labor + Expenses
Classification:																		Total	Total Labor	On-Line Engineering	Converse Consultants	Tom Dodson & Associates	JMDiaz, Inc.	NUVIS	DePinto Morales Comm.	ODCs		
Hourly Rate:	\$150	\$275	\$250	\$235	\$210	\$195	\$170	\$155	\$140	\$130	\$160	\$150	\$120	\$110	\$120	\$100	\$75	Hours	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees		Fees
Task 1 - Preliminary Design Engineering Services																												
1.1 Data Review		2	2		2		4	2	2									14	\$2,740				\$1,283				\$1,283	\$4,023
1.2 Geotechnical Investigation			4		2		2											8	\$1,760		\$10,447						\$10,447	\$12,207
1.3 Utility Research							4		16									20	\$2,920						\$500	\$500	\$3,420	
1.4 Topographic Survey					2		2											4	\$760	\$4,000						\$4,000	\$4,760	
1.5 Fire Flow Storage Analysis					8				20									28	\$4,480							\$0	\$4,480	
1.6 Landscape & Irrigation Design					2		4											6	\$1,100					\$3,870		\$3,870	\$4,970	
1.7 Reservoir Alternatives Analysis		4	16		16		24		20		6			20				106	\$18,500							\$0	\$18,500	
1.8 Draft Preliminary Design Report Preparation	8	6	4		4		40		8									70	\$12,610						\$50	\$50	\$12,660	
1.9 Final Preliminary Design Report Preparation	8	2	2		2		20											34	\$6,070						\$50	\$50	\$6,120	
																		0	\$0							\$0	\$0	
Task 1 - Subtotal	16	14	28	0	38	0	100	2	66	0	6	0	0	20	0	0	0	290	\$50,940	\$4,000	\$10,447	\$0	\$1,283	\$3,870	\$0	\$600	\$20,200	\$71,140
Task 2 - Final Design Engineering Services																												
2.1 60% Design Documents	4	7	52	24	34	52	74	85	19	0	19	0	0	80	0	0	0	450	\$78,603							\$100	\$100	\$78,703
2.2 90% Design Documents	4	7	52	24	34	52	74	85	19	0	19	0	0	80	0	0	0	450	\$78,603					\$4,420		\$100	\$4,520	\$83,123
2.3 100% Design Documents	4	2	13	6	9	13	19	21	5	0	5	0	0	20	0	0	0	115	\$20,101					\$2,830		\$100	\$2,930	\$23,031
2.4 Traffic Control Plans							4											4	\$680				\$6,850				\$6,850	\$7,530
2.5 Public Outreach	7	6					12											25	\$4,740						\$17,500	\$150	\$17,650	\$22,390
2.6 Permitting Support	2	2	8		8		16		8		4	4						52	\$9,610				\$964				\$964	\$10,574
2.7 CEQA Support							2											2	\$340			\$4,500					\$4,500	\$4,840
2.8 Bid Support	4	6	6		8		28		16		8		8					84	\$14,670					\$1,610		\$50	\$1,660	\$16,330
																		0	\$0								\$0	\$0
Task 2 - Subtotal	25	29	130	54	93	117	229	191	67	0	55	4	8	180	0	0	0	1182	\$207,347	\$0	\$0	\$4,500	\$7,814	\$8,860	\$17,500	\$500	\$39,174	\$246,521
Task 3 - Engineering Services during Construction																												
3.1 RFI Responses		10	16		8	8	20	16	12									90	\$17,550					\$1,240			\$1,240	\$18,790
3.2 Submittal Reviews		10	16		20	20	40	16	44							10		176	\$31,290					\$620			\$620	\$31,910
3.3 Contractor Payment Evaluations		4					16											20	\$3,820								\$0	\$3,820
3.4 Meetings and Site Visits	12		12				120	12										156	\$27,060					\$1,860		\$1,200	\$3,060	\$30,120
3.5 Record Drawings								8						36				44	\$5,200							\$100	\$100	\$5,300
3.6 Public Outreach	2	2					4											8	\$1,530						\$13,500		\$13,500	\$15,030
																		0	\$0								\$0	\$0
Task 3 - Subtotal	14	26	44	0	28	28	200	52	56	0	0	0	0	36	0	10	0	494	\$86,450	\$0	\$0	\$0	\$0	\$3,720	\$13,500	\$1,300	\$18,520	\$104,970
Task 4 - Project Management and Meetings																												
4.1 Project Management & Administration	30	12					30									20		92	\$14,900				\$1,130				\$1,130	\$16,030
4.2 Meetings	60	30																90	\$17,250					\$500	\$0	\$600	\$1,100	\$18,350
4.3 QA/QC		8	24			24												56	\$12,880								\$0	\$12,880
																		0	\$0								\$0	\$0
Task 4 - Subtotal	90	50	24	0	0	24	30	0	0	0	0	0	0	0	0	20	0	238	\$45,030	\$0	\$0	\$0	\$1,130	\$500	\$0	\$600	\$2,230	\$47,260
All Tasks Total	145	119	226	54	159	169	559	245	189	0	61	4	8	236	30	30	0	2204	\$389,767	\$4,000	\$10,447	\$4,500	\$10,227	\$16,950	\$31,000	\$3,000	\$80,124	\$469,891





## PRELIMINARY DRAWING LIST

<b>GENERAL</b>
G-1 Cover Sheet, Vicinity & Location Maps
G-2 Symbols, Abbreviations, and Drawing List
G-3 General Notes
<b>CIVIL</b>
C-1 General Civil Abbreviations and Legend
C-2 Horizontal Control & Paving
C-3 Grading & Drainage
C-4 Yard Piping
C-5 Pipe Profiles
C-6 Civil Details I & Site Sections
C-7 Civil Details II
<b>STRUCTURAL</b>
S-1 Structural General Notes, Design Criteria, and Abbreviations
S-2 Structural Special Inspection and Testing Schedule
S-3 Foundation and Roof Plans and Ringdrain Details
S-4 Wall and Footing Details
S-5 Prestressing Details, Miscellaneous Joint Details, Seismic Cable Details
S-6 Roof Reinforcement Plan
S-7 Roof Reinforcement Sections and Details
S-8 Wall, Floor, and Column Details, Seismic Cable Plan
S-9 Interior Ladder and Hatch Details
S-10 Pipe Entrance Details
S-11 Exterior Ladder Details
S-12 Handrail Details
S-13 Internal Piping Sections and Details
S-14 Pipe Support Details
<b>ELECTRICAL AND INSTRUMENTATION &amp; CONTROLS</b>
E-1 Electrical Abbreviations and General Notes
E-2 One Line Diagram
E-3 Electrical Site Plan
I-1 I&C Abbreviations and General Notes
I-2 P&ID
I-3 Instrumentation Details





## John Robinson, Principal Project Manager - Resume



**Qualified:** BS, Civil Engineering, California State University, Long Beach

**Connected:** California Water Environment Association (Board of Director – Past President for Los Angeles Basin Section); Orange County Water Association (Board of Directors); WaterReuse Association (Chapter Trustee for the Inland Empire Chapter)

**Professional Summary:** Mr. Robinson has 26 years of experience in the planning, design, and construction phases of civil and environmental engineering projects. He has completed preliminary and final design engineering of capital improvement projects, including cost estimates, reservoirs, booster pump stations, and pipelines for water and reclaimed water projects. His experience includes construction-phase engineering services for many reservoir, pumping, and pipeline systems, and leading utility systems engineering services for several design/build infrastructure projects. He has managed many relevant projects, including the City of Beverly Hills Coldwater Canyon Reservoir replacement, Foothill Municipal Water District Evaluation and Orange County Water District 6.0 MG Reservoir conversion.

**Coldwater Canyon Reservoir Replacement, City of Beverly Hills** – Project Manager for design of an 8.21-mg buried prestressed concrete reservoir located among multi-million-dollar homes within the City. Design incorporates demolition and removal of the existing reservoir damaged during the 1994 Northridge Earthquake. Due to site constraints, innovative design approaches were implemented, such as shoring methods to allow for the concrete casting of the reservoir structural elements without encroaching on the surrounding properties. End-use master planning and design also involved working closely with the Beverly Hills Parks Department for incorporation of the reservoir site into its neighboring park system. Proposals for the end-use of the underground reservoir's site included the installation of jogging trails and walking paths on the tank's earthen cover.

**Foothill Municipal Water District** – FMWD hired John Robinson to conduct a reservoir evaluation based upon the following five (5) alternatives: A.) Modifications to existing distribution system to access more storage currently in place; B.) Construct another reservoir on Valley Water Company land midway between the La Canada and the La Crescenta zone; C.) Tear down and construct larger La Crescenta reservoirs; D.) Lease reservoir capacity from GWP and construct an interconnection for emergency and normal operations purposes to move water to the FMWD service area; and E.) Construct an interconnection with GWP for emergency purposes.

**Rowland Water District** – Designed two steel tank water storage reservoirs having capacities of 2.0 MG and

5.0 MG. This project involved site grading, landscaping, and construction inspection.

**City of Monterey Park** – Designed a 3.0 MG steel tank reservoir which involved site grading, landscaping, and construction inspection.

**Longden Reservoir, City of Arcadia** – Served as quality assurance engineer for a pre-stressed 3.0MG. This project involved site grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

**Reservoir No. 1, Rowland Water District** – This project included investigation of a failure of reinforcing wire strand wrap of a 1965 vintage reinforced concrete circular 3.0 MG reservoir. Also included plans, specifications, and construction management for installing post-tensioned reinforcing bar system with gunite concrete corrosion protection. Reservoir was repaired and returned to service in 60 days.

**Rowland Water District** – Designed six steel tanks and one concrete water storage reservoirs having capacities ranging from 1.0 MG to 8.0 MG. These projects included site grading, landscaping, and construction inspection.

**Sunset Reservoir, City of Beverly Hills** – Served as Project Manager for this reconstruction project. This reservoir has a tennis court added at the top. This was a 4.5 MG pre-stressed reservoir. This project involved site



grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

**Big Rock Reservoir, Topanga Reservoir, Blue Rock Reservoir, Bute Reservoir, Topanga Beach Reservoir, Fairground Reservoir, and Avenue K-8 Reservoir, Los Angeles County –**

Conducted reservoir inspection, prepared specifications for replacing interior coating materials, and coordinating construction inspection service for interior recoating.

**City of Pomona** – Project Manager for a 4.0 MG pre-stressed concrete reservoir. This project involved site grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

**Reservoir No. 11, Rowland Water District –**  
Designed a 5.0 MG wire-wrapped partially buried concrete reservoir including site grading, landscaping, irrigation system, telemetry, and site improvements, including paving and decorative wrought iron fencing. Full construction administration services included surveying, inspection, and testing.

**Orchard Dale Water District** – Conducted reservoir inspection, prepared project specifications, reviewed bids, and made recommendation of award for recoating interior of three 1.0 MG Colima Road Reservoirs and one 5.0 MG Telegraph Road Reservoir.

**Hearst Castle, San Simeon State Park, Office of the State Architect** – Principal engineer for the design of a 1.5 MG buried concrete reservoir. This project included a design report identifying storage requirements, pump station requirements, surface water treatment system, chlorination system, and water system O&M recommendations, as well as plans and specifications for the reservoir, a 500 gpm variable reverse osmosis water treatment and pumping system, and assistance with the bid process along with construction management services. On-site part-time inspection services were also included.

**5 mgd Wastewater Treatment Plant with 2.5 mgd Title 22 Water Reclamation Facility, City of American Canyon** – Project Engineer this project currently in progress, which includes planning for a water reclamation project encompassing market assessment, hydraulic analysis, and facilities. Construction plans, specifications and estimates will be prepared for new and/or modifications to existing force mains, gravity sewers, and pumping stations, wastewater treatment plant and storage ponds. The recycled water facilities include 10 miles of recycled water pipeline, 5 miles of an industrial brine line, 1.5 MG above ground steel storage tank, and a recycled water booster pump station. Preliminary design of 4 miles of 16 recycled water pipeline, 9 miles of 6-inch

recycled water and brine pipeline and 2 miles of 6-inch recycled water pipeline for the City of American Canyon

**RP-4 Reservoir Rehabilitation, Inland Empire Utilities Agency (IEUA), Chino, CA**

Project Manager responsible for the writing, and preparation of the preliminary and final design efforts for the rehabilitation of two 5.5 MG above ground steel reservoirs. In his role as project manager, Mr. Robinson was responsible for the revision and finalization of the retrofit design criteria for the two 5.5 MG reservoirs through the preliminary and final design of the project. Additional duties included management for preliminary and final development and client coordination.

**Santa Ana Recycled Water Reservoir Conversion and Pump Station, Orange County Water District** – Project Engineer for modifications to the Santa Ana Reservoir and design of a new pump station for the Orange County Water District. Design involved modifying an existing 6.0-million-gallon potable water reservoir for reclaimed water storage and design of a new pump station to supply the Green Acres reclaimed distribution system with the stored reclaimed water and modification of Factory 21 pump station. In addition, project included a surge analysis and report, computer hydraulic model (CyberNet 2.0), and update of model (CyberNet 3.0) of the Districts recycled water distribution system. Preliminary and final design of 500 feet of 24-inch and 36-inch recycled water pipeline on the Santa Ana Reservoir and Pump Station site and Bear Street

**Project Engineer**  
**Title 22 Engineering Report | East Valley Water District | Highland, CA**

Mr. Robinson served as Title 22 Engineering Report lead along with Division of Drinking Water Summary of Public Hearing, Findings of Fact and Condition, Regional Water Quality Control Board Report of Waste Discharge and NPDES permit application. John was responsible for the evaluation of applicable regulations, pollutant identification, and project feasibility to be incorporated in the Title 22 Engineering Report. Mr. Robinson's responsibilities also included the evaluation of multiple technologies, including microfiltration (MF), reverse osmosis (RO), and ultraviolet (UV) for further treatment of Title 22 recycled water for discharge into the Santa Ana River.

**Senior Manager, Hollydale Pump Station and Pipeline, Central Basin Municipal Water District and City of Vernon, CA**

Mr. Robinson's responsibilities included the preliminary design, design, and construction management of the Hollydale Pump Station located in the City of South Gate and approximately 8,000 linear feet of 12-and 18-inch recycled water pipeline to supply Malburg Generation Station. The facilities were in partnership between Central Basin Municipal Water District and City of Vernon. required SCADA controlled discharge stations for groundwater recharge.



## Sridhar Sadasivan, S.E.

---

### QA/QC Manager

#### Education

BS, Civil/Environmental Engineering, University of  
Bombay, India, 2002  
MS, Structural Engineering, University of  
Cincinnati, 2004

#### Registrations

Professional Civil Engineer, California (73525)  
Professional Structural Engineer, California  
(S6039)

#### Years of Experience

16 years

---

### Professional Summary

Sridhar Sadasivan has practical hands-on experience in design and construction of facilities for environmental projects. He has been involved in structural design of several water/wastewater projects, including design of treatment plants, pumping stations, chemical facilities and reservoirs. Sridhar has field engineering experience, providing construction support and inspection services at a wastewater treatment plant and at several sewer pipeline construction sites. He is knowledgeable in several structural engineering computer programs, and is also proficient in Autocad, Microstation V8, and Triforma.

### Relevant Project Experience

#### **DAILY II RESERVOIR AND PIPELINE DESIGN, EASTERN MUNICIPAL WATER DISTRICT, MENIFEE, CA | PROJECT MANAGER / PROJECT ENGINEER**

The project includes a 2 MG welded steel tank, 2,000 LF of 12-inch PVC pipeline and 18,000 CY of excavation and miscellaneous sitework. Preliminary design included a siting study for a 2 MG welded steel reservoir with evaluation of potential sites primarily based on operations and geotechnical considerations. Sridhar served as the project manager, lead structural design engineer, and lead civil engineer during the preliminary design and final design.

#### **GARFIELD RESERVOIR, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT ENGINEER**

The project involves design of two 3.25 MG partially buried concrete reservoirs in a residential neighborhood in accordance with IBC 2009 and ACI 350 provisions. The project also includes design of a below grade valve structure, a 2,000 gpm booster pump station and a 5,000 SF office/garage facility. The project site is located 100 feet from a known active fault line (Raymond fault). Served as Project Engineer coordinating the design of the project with the City and other concerned agencies including Pasadena Unified School District, LA County Flood Control District, CDPH and SCE. Also served as the lead structural design engineer and civil engineer.

#### **CHEVY CHASE 968 RESERVOIR AND BOOSTER PUMP STATION, CITY OF GLENDALE, GLENDALE, CA | PROJECT ENGINEER**

Project includes a 15 MG buried cast-in-place concrete reservoir underneath a golf course and a 2,400 gpm tri-level booster pump station in a residential neighborhood. Served as the project engineer and structural design engineer during final design and construction. During construction, managed the office services provided including attending weekly progress meetings and structural observation.



**RESERVOIR NO. 3 ROOF REPLACEMENT AND PIPING IMPROVEMENTS, CITY OF BURBANK, BURBANK, CA | STRUCTURAL ENGINEER** | Project involved replacement of roof on a 0.35 MG concrete reservoir. Preliminary design stage included evaluation of roof material alternatives. Served as the lead structural design engineer during preliminary design, design and construction.

**PRELIMINARY AND FINAL DESIGN OF RECYCLED WATER POND PUMPING STATIONS, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | TECHNICAL ADVISOR** | Project includes preliminary and final design of three pumping stations from effluent storage ponds to the distribution system. Served as a technical advisor supporting the project manager and project engineer.

**TANK SEISMIC IMPROVEMENTS, CITY OF BURBANK WATER & POWER, BURBANK, CA | STRUCTURAL DESIGNER** | A comprehensive seismic, structural, corrosion and safety assessment of 22 flat bottom steel tanks (18 potable water and four recycled water), size ranging from 0.2 MG to 10 MG, was performed on 14 different sites for the City of Burbank Water & Power. The assessment included observation and inspection to record damage and documented deficiencies and developed recommendations for the seismic rehabilitation of the tanks. The City is in the process of implementing the recommendations of the corrosion study. Seismic deficiencies in 12 tanks were identified. Engineering services included cost evaluation for retrofit alternatives for the tanks, design of the retrofit and construction administration support. To date, 10 steel tanks have been retrofitted.

**BENTON RECYCLED WATER STORAGE TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | PROJECT ENGINEER** | The project includes a 2 MG welded steel tank, 9,000 LF of 24-inch steel pipeline and 65,000 CY of excavation and miscellaneous sitework. Served as the project engineer and lead structural design engineer during the design and construction.

**STEEL TANKS SEISMIC IMPROVEMENTS, CITY OF BURBANK WATER & POWER, BURBANK, CA | STRUCTURAL ENGINEER** | Project includes geotechnical investigations and seismic evaluation of 10 welded steel reservoirs in accordance with AWWA D100 and design of seismic retrofits. Served as the project engineer and lead structural design engineer during design and construction.

**LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | PROJECT ENGINEER** | The project includes a 5 MG welded steel tank, 4,000 LF of 36-inch steel pipeline and 25,000 CY of excavation and miscellaneous sitework. Served as the project engineer, lead structural design engineer, and lead civil engineer during the design and construction.

**TUSCANY HILLS/WILDOMAR RECYCLED WATER SYSTEM DESIGN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, LAKE ELSINORE, CA | PROJECT ENGINEER** | Design of a 3,300 gpm recycled water pump station, 0.9 MG tank, and approximately 36,000 linear feet of 6-inch to 18-inch diameter recycled water pipeline.

**WESTSIDE WATER BANK STEEL TANKS, ANTELOPE VALLEY-EAST KERN WATER AGENCY, PALMDALE, CA | STRUCTURAL ENGINEER** | Design and engineering services during construction of two 4 MG steel tanks (Phase 1 and Phase 2) and associated 42-inch inlet and outlet pipelines and tank appurtenances. The appurtenances included reservoir mixers bid and site electrical and instrumentation bid under a separate contract in an effort to obtain the most competitive tank bids.



## David W. Ferguson, Ph.D., P.E., BCEE

---

### Design Manager

#### Education

BS, Civil Engineering, University of Massachusetts, 1980  
BS, Environmental Science, University of Massachusetts, 1977  
MBA, Business Management, California State University, San Bernardino, 1985  
MS, Civil Engineering, University of Massachusetts, 1980  
PhD, Executive Management, Claremont Graduate University, 1993

#### Registrations

Professional Civil Engineer, California (34626)

#### Certifications

Board Certified Environmental Engineer, American Academy of Environmental Engineers & Scientists (AAEES)

#### Memberships/Affiliations

American Water Works Association (AWWA)  
Design-Build Institute of America (DBIA)  
American Academy of Environmental Engineers & Scientists (AAEES)

#### Years of Experience

39 years

---

### Professional Summary

David Ferguson, PhD has extensive experience in the planning, design, construction, and operation of water supply, infrastructure, and treatment projects. His background includes project and program management, as well as management of engineering and/or operations for three large water utilities in Southern California. He has been responsible for the evaluation and/or design of upgrades, rehabilitation, retrofit, and/or replacement for over 40 water treatment plants, 30 reservoirs, and 20 pumping stations for 15 different water utilities.

### Relevant Project Experience

**GARFIELD RESERVOIR PUMP STATION REPLACEMENT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT MANAGER** | Preliminary Design Report and design for a two-cell 6.5 MG cast-in-place concrete rectangular partially-buried reservoir, 2,500 gpm pump station, and on-site sodium hypochlorite generation chlorination facility. The project also includes the design of the Public Works Water Distribution Yard with an office/garage/storage building and support facilities.

**WESTSIDE WATER BANK STEEL TANKS, ANTELOPE VALLEY-EAST KERN WATER AGENCY, PALMDALE, CA | PROJECT MANAGER** | Design and engineering services during construction of two 4 MG steel tanks (Phase 1 and Phase 2) and associated 42-inch inlet and outlet pipelines and tank appurtenances. The appurtenances included reservoir mixers bid and site electrical and instrumentation bid under a separate contract in an effort to obtain the most competitive tank bids.

**DAILY II RESERVOIR, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | QA/QC REVIEWER** | Design of a 2 MG above-ground, welded steel potable water storage tank and associated facilities. The project included separate inlet and outlet pipelines and an altitude valve and by-pass vault. An on-site storage pond was sized for emergency overflow as well as draining the bottom 2 feet of the tank for maintenance.



**LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | QA/QC REVIEWER** | Design of a 5 MG above-ground, welded steel recycled water storage tank and associated facilities. The project also included approximately 4,500 linear feet of a 30-inch diameter steel (CML&C) inlet/outlet recycled water pipeline in Simpson Road.

**TUSCANY HILLS/WILDOMAR RECYCLED WATER SYSTEM DESIGN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, LAKE ELSINORE, CA | QA/QC REVIEWER** | Design of a 3,300 gpm recycled water pump station, 0.9 MG tank, and approximately 36,000 linear feet of 6-inch to 18-inch diameter recycled water pipeline.

**RESERVOIR 3A, CITY OF SAN FERNANDO, SAN FERNANDO, CA | PROJECT MANAGER** | Preliminary Design Report of alternative reservoir configurations and materials of construction to maximize storage at the site of the existing 1.0 MG Upper Reservoir. The recommended reservoir was an L-shaped partially-buried cast-in-place concrete reservoir.

**WHITEGATES NO. 1 AND NO. 2 RESERVOIR PLANNING STUDY, CITY OF RIVERSIDE, RIVERSIDE, CA | PROJECT MANAGER** | Planning Study for the sizing and site location for two buried concrete reservoirs with a total capacity of 9 million gallons. Two luxury home parcels (totaling approximately three acres) were purchased for each of the two reservoir sites. Following a design-build solicitation, the upper reservoir was constructed as a 3.5 MG cast-in-place rectangular reservoir and the lower reservoir a 5.5 MG cast-in-place rectangular reservoir.

**REGIONAL RECYCLED WATER DISTRIBUTION SYSTEM FACILITIES-PHASE II, INLAND EMPIRE UTILITIES AGENCY, CHINO, CA | PROJECT MANAGER** | Project Manager for the preliminary design and design six discrete packages that represent an estimated \$40 million in capital improvements and include 75,000 feet of 16- to 30-inch diameter pipeline, three pumping stations, and two steel tanks.

**RESERVOIR AND PUMPING STATION, CITY OF SOLVANG, SOLVANG CA | PROJECT MANAGER** | Design and Construction Administration of a 0.6 MG concrete reservoir and pumping station.

**RESERVOIR AND PUMP ADDITION, CITY OF UPLAND, UPLAND, CA | PROJECT MANAGER** | Design of a 4.6 MG concrete reservoir and pump addition.

**RESERVOIR, PIPELINE, AND PUMP STATION, CITY OF TORRANCE, TORRANCE, CA | PROJECT ENGINEER** | Design of an 18 MG buried concrete reservoir, transmission pipeline, and pump station modifications.

**RESERVOIR, SAN GABRIEL VALLEY WATER DISTRICT, EL MONTE, CA | PROJECT MANAGER** | Design of a 3 MG steel tank, site improvements, and inlet/outlet piping.

**RESERVOIR, CITY OF POMONA, POMONA, CA | PROJECT ENGINEER** | Design of a 2.7 MG steel tank, site improvements, and inlet/outlet piping.



## Brandon C. Hale, P.E.

---

### Project Engineer

#### Education

BS, Civil Engineering, University of California, Los Angeles, 2010  
MS, Civil Engineering, University of California, Los Angeles, 2012

#### Registrations

Professional Civil Engineer, California (C 83374)

#### Years of Experience

6 years

---

### Professional Summary

Brandon Hale is a registered professional civil engineer with a background in water resources and environmental planning in Southern California with a focus on the planning and design of infrastructure improvements, water supply and demand management, and water master planning. He has performed planning, preliminary design, final design, and construction support of several water reservoirs, transmission pipelines, pump stations, groundwater wells, and treatment processes. Brandon has developed capital, operating, maintenance and annualized life cycle costs to support the evaluation of alternatives for planning studies, as well as more refined cost estimates during design.

### Relevant Project Experience

#### **MESA TANK REPLACEMENT, CITY OF SANTA PAULA, SANTA PAULA, CA | PROJECT ENGINEER |**

Evaluated replacing twin 0.21 MG potable water steel tanks with twin 0.30 MG steel tanks, 0.60 MG concrete cast-in-place rectangular reservoir, and 0.60 MG concrete circular pre-stressed tank. Analyzed three tank alternatives on cost, constructability, operations & maintenance, permitting, residential impacts, land acquisition/easements, traffic impacts, water quality, and environmental impacts to recommend a tank alternative. Determined twin steel tanks is the best replacement option for the City.

#### **CHERRY WILLOW RECYCLED WATER TANK FINAL DESIGN, SANTA CLARITA VALLEY WATER AGENCY, SANTA CLARITA, CA | PROJECT ENGINEER/CIVIL ENGINEER |**

Currently working to develop an expedited design for the construction of twin 0.5 MG recycled water, welded steel storage tanks to expand the storage system by 1.0 MG. Responsible for coordinating pipeline connections to tank and water supply pipeline, development of an overflow detention basin to test overflow water prior to discharge to the storm drain, and site grading. A staircase will provide access to one tank with a catwalk across to the second tank. Both tanks will operate at the same level, which will communicate via SCADA system.

#### **WESTSIDE WATER BANK PHASE 2 – TANK CONSTRUCTION, ANTELOPE VALLEY-EAST KERN WATER AGENCY, ANTELOPE ACRES, CA | PROJECT ENGINEER (DESIGN PHASE) AND PROJECT CONTROLS ENGINEER (CONSTRUCTION PHASE) |**

Coordinated design of a 4 MG potable water welded steel tank between civil, structural, electrical, and instrumentation disciplines. Steel tank included access stairs, SCADA instrumentation for measurement, site lighting, grading improvements, and 42-inch steel pipe connections for inlet and outlet. Served as project controls engineering during construction to process submittal and RFI reviews.



**5 MG POTABLE WATER STORAGE TANK, LAS VIRGENES MUNICIPAL WATER DISTRICT, CALABASAS, CA | ENGINEERING SUPPORT** | Responsible for design and specification of tank appurtenances: chlorine analyzer, irrigation pump skid, and sampling station. Designed baffle layout with data from computation fluid dynamics model output. Coordinated structural, electrical, and instrumentation disciplines.

**GARFIELD RESERVOIR AND PUMP STATION REPLACEMENT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT ENGINEER** | Coordinated and processed over 200 submittals and over 100 RFI reviews for the construction of a twin cell 6.5 MG cast-in-place potable water reservoir, 200 horsepower vertical turbine pump station, and 8,800 square foot, two story administration building.

**PACE, MOORPARK & POTRERO NO. 1 RESERVOIRS REHABILITATION, CALIFORNIA AMERICAN WATER, THOUSAND OAKS, CA | DESIGN ENGINEER** | Design Engineer and Field Engineer - Performed daily site observations at Pace Reservoir during rehabilitation construction. Responded to RFIs, submittals and change order requests. Revised contract documents for Moorpark and Potrero No. 1 Reservoirs with lessons learned from Pace Reservoir.

**PALMDALE REGIONAL GROUNDWATER RECHARGE AND RECOVERY PROJECT, PALMDALE WATER DISTRICT, PALMDALE, CA | CIVIL ENGINEER** | The proposed project would deliver water from the California Aqueduct of the State Water Project to new 80-acre recharge basins on an undeveloped site in northeast Palmdale where it will be blended with recycled water and surface recharged into the groundwater aquifer. Banked water would be available for future extraction by up to 16 groundwater extraction wells. Responsible for the preliminary hydraulic analysis of 18.5 miles of pipelines ranging from 30-inches to 48-inches in diameter. Analysis included partial- and full-pipe flows up to 72 cubic feet per second. Determined preliminary 25 miles of pipeline alignment at an estimated construction cost of \$40 million.

**DEERLAKE RANCH STORAGE AND PUMPING CAPACITY STUDY, LAS VIRGENES MUNICIPAL WATER DISTRICT, CALABASAS, CA | PROJECT ENGINEER** | Developed alternatives to expand an existing pump station by 620 gpm and increase storage by 300,000 gallons. Alternatives were phased based on the phasing of the Deerlake Ranch tract construction. Two pumping and nine storage alternatives were evaluated with a decision matrix to recommend a project. Developed construction costs for alternatives.

**POTABLE WATER SYSTEM UPGRADE, MT SINAI MEMORIAL PARKS & MORTUARIES, LOS ANGELES, CA | CIVIL ENGINEER** | Drafted a conceptual design report to upgrade the existing potable water pump station to meet the new high pressure potable water service connection, including hydraulic calculations under gravity flow and pumping conditions. Evaluated different alternatives prior to selecting a hydropneumatic pump system to provide service during normal operations and while supplying irrigation water when the recycled water system was offline.

**PHASE III RECYCLED WATER PROJECT PIPELINE EXPANSION SEGMENT 5, CARLSBAD MUNICIPAL WATER DISTRICT, CARLSBAD, CA | CIVIL ENGINEER** | Led the preliminary and final design of approximately 9 miles of recycled water transmission and distribution pipelines. New pipe ranged in size from 6- to 8-inches in diameter. Determine applicable permits required for construction within the public right-of-way and for crossing a North County Transit District railroad with a bore and jack construction approach.



## Donald L. Barraza, P.E.

---

### Reservoir Design

#### Education

BS, Civil Engineering, University of Wyoming, 1986

#### Registrations

Professional Civil Engineer, California (45483)  
Professional Civil Engineer, Washington (41090)  
Professional Civil Engineer, Oregon (75021)

#### Memberships/Affiliations

American Society of Civil Engineers  
Structural Engineers Association of California  
Applied Technology Council  
State of California's Governor's Office of  
Emergency Services

#### Years of Experience

32 years

---

### Professional Summary

Don Barraza is a senior engineer with over 30 years of experience serving as structural engineer, project engineer, project manager, and construction resident engineer. In these roles he provided services for the planning, design, condition assessment, and construction of water supply, treatment, storage and distribution facilities. In his career, he has worked on more than 18 condition assessments, structural design of over 70 concrete tanks and 70 steel reservoirs, 17 pump stations, and more than 30 water treatment plants and has served as a senior-level reviewer for over a dozen water and wastewater treatment plant projects. He also serves as chairman of the AWWA committee on cast-in-place conventionally reinforced concrete water storage tanks.

### Relevant Project Experience

**GARFIELD RESERVOIR REPLACEMENT PROJECT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT ENGINEER** | Structural designer in responsible charge for the alternatives evaluation and preliminary design of a 6.5 MG replacement of the existing cast-in-place earth embankment rectangular concrete reservoir. After completion of preliminary design, provided structural QA/QC review for the final construction document development of the replacement of the reservoir with two new conventional concrete rectangular reservoirs, replacement pump station, inlet/outlet valve vault, and maintenance building.

**9.5 MG RESERVOIR NO. 1 RECONSTRUCTION, BURBANK WATER & POWER, CITY OF BURBANK, CA | RESPONSIBLE-IN-CHARGE** | Project Manager and structural designer in responsible charge for the design and construction of the replacement of the City's Reservoir No. 1 a 1941 era 6.9 MG earth embankment reservoir constructed within a DSOD jurisdictional dam. Led a design team which evaluated several alternative configurations for replacement of the reservoir. Final design was developed around construction of two new conventional concrete reservoirs, one rectangular and the second trapezoidal, configured to fit within the original footprint of the single 6.9 MG capacity reservoir but increased in total storage capacity to 9.5 MG.

**CHEVY CHASE 968 RESERVOIR AND BOOSTER PUMP STATION, CITY OF GLENDALE, GLENDALE, CA | PROJECT ENGINEER** | Structural designer in responsible in charge for the design of the 15.0 MG Chevy Chase 968 Reservoir. The trapezoidal reservoir measuring 475 feet by 245 feet was designed with storage separated into two halves and fully buried with vehicle live load over the top of the reservoir and constructed beneath the Chevy Chase County Club golf course.



**HARRY TRACY WATER TREATMENT PLANT (HTWTP) LONG-TERM IMPROVEMENTS PROJECT, SAN FRANCISCO PUBLIC UTILITIES COMMISSION, MILLBRAE, CA | PROJECT ENGINEER** | Structural responsible in charge and designer for a 15.0 MG conventionally reinforced and prestressed concrete reservoir. The circular reservoir is divided into two compartments with a 4.0 MG circular chlorine contact chamber surrounding an 11.0 MG operational storage clearwell. The reservoir is a 240-foot-diameter circular tank designed in accordance with ANSI/AWWA D110-04 with a 46-foot water depth. The reservoir is pile supported on over 800 driven non-displacement steel H-piles and constructed about 1,000 feet from the active San Andreas Fault and adjacent to Interstate 280.

**NICOLAS RESERVOIR ENGINEERING SERVICES, RANCHO CALIFORNIA WATER DISTRICT, TEMECULA, CA | CIVIL ENGINEER** | Work included the preparation of design plans, specifications and cost estimates for two 3.5-million-gallon prestressed concrete tanks, inlet/outlet transmission main, and parallel transmission mains.

**BENTON RECYCLED WATER STORAGE TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | QA/QC MANAGER** | Preliminary and final design of a 2.0 MG recycled water steel tank and approximately 8,500 linear feet of a 24-inch diameter recycled water pipeline.

**LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | STRUCTURAL DESIGNER** | Design of a 5 MG above ground, welded steel recycled water storage tank and associated facilities. The project also included approximately 4,500 linear feet of a 30-inch diameter steel (CML&C) inlet/outlet recycled water pipeline in Simpson Road.

**2.0 MG PAXTON ROAD RESERVOIR DESIGN AND CONSTRUCTION, CITY OF KELSO, KELSO, WA | PROJECT ENGINEER** | Structural designer in responsible charge for the design of a 2.0 MG strand wound circular prestressed concrete water storage tank with a cast-in-place dome roof.

**7.25 MG AND 10.0 MG NORTHEAST WATER STORAGE RESERVOIR REPLACEMENT, CITY OF ROSEVILLE, ROSEVILLE, CA | PROJECT ENGINEER** | Structural responsible charge for design and CM for 7.25 MG and 10.0 MG strand-wound, circular, prestressed concrete water storage tanks. The reservoirs were designed with an AWWA D110 Type I core wall, an underdrain system, and a separate inlet and outlet system for mixing and turnover of the tank contents including demolition of a 6.0 MG prestressed reservoir.

**RESERVOIR REPLACEMENT, SONOMA STATE UNIVERSITY, ROHNERT PARK, CA | PROJECT ENGINEER** | Engineering for the replacement of two precast concrete 0.25 MG water reservoirs. Final design and construction administration services for three new ground level welded steel water storage tanks.

**1.0 MG Minor Road Reservoirs Seismic and Structural Evaluation, City of Kelso, Kelso, WA | RESPONSIBLE-IN-CHARGE** | Responsible in Charge and structural designer for the seismic evaluation of two 1.0 MG circular conventional concrete water storage tanks. This project included evaluation of the failure path and inundation zone associated with reservoir failure adjacent I-5.

**GYPSY HILL AND ROYCE RESERVOIRS EVALUATIONS AND REPLACEMENT, NORTH COAST COUNTY WATER DISTRICT, PACIFICA, CA | PROJECT ENGINEER** | Engineering services for the design of two 3.0 MG welded steel tanks for the Gypsy Hill and Royce Reservoir.

**1.0 MG Recycled Water Reservoir, Menlo Country Club, Woodside, CA | STRUCTURAL PROJECT MANAGER** | Project Manager and structural discipline lead for the design of a new 1.0 MG circular buried conventional concrete reservoir for irrigation storage supply for the country club golf course.



## Paul H. Chau, P.E., CEM

---

### Fire Flow Analysis & Hydraulics

#### Education

BS, Environmental Engineering and Science,  
University of California, Los Angeles, 2006  
MS, Civil and Environmental Engineering, Stanford  
University, 2007

#### Certifications

Certified Energy Manager, Association of Energy  
Engineers (#21448)

#### Years of Experience

12 years

#### Registrations

Professional Civil Engineer, California (C75784)

---

### Professional Summary

Paul Chau is a civil engineer and certified energy manager with a diverse background in master planning, water supply planning, hydraulic water modeling, energy analysis, and infrastructure design. He has built, developed, calibrated, and analyzed hydraulic water models using InfoWater and WaterGEMS. He has also provided engineering analyses such as fire flow storage analysis, demand development, reservoir, pipe, and pump station sizing, and Capital Improvement Program (CIP) development.

### Relevant Project Experience

#### **MORRO TANK RETROFIT, RAINBOW MUNICIPAL WATER DISTRICT, FALLBROOK, CA | CIVIL**

**ENGINEER |** The Morro Tank is the lone source of storage in one of Rainbow Municipal Water District's (RMWD) water distribution system pressure zones. A structural and geotechnical analysis of the tank discovered the tank sits on unstable soil, which would require significant investment to rectify. Carried out a hydraulic analysis to determine alternative means of providing storage and pumping facilities for the pressure zone. The hydraulic analysis resulted in a more cost efficient solution for RMWD.

#### **WATER & SEWER MASTER PLAN, ROSAMOND COMMUNITY SERVICES DISTRICT, ROSAMOND, CA**

**| PROJECT MANAGER |** Providing project oversight and project management for the development of water and sewer master plans for Rosamond Community Services District, which provides sewer, water, park, and lighting services for the City of Rosamond in Antelope Valley. An InfoSewer hydraulic model was developed and a facility analysis was executed, including a fire flow assessment for both storage and pipeline capacities.

#### **WATER MASTER PLAN UPDATE, CITY OF THOUSAND OAKS, THOUSAND OAKS, CA | PROJECT**

**ENGINEER |** Served as a project engineer for preparation of the City of Thousand Oaks' (City) 2015 Master Plan Update. The purpose of the project is to identify infrastructure improvements required for the City's water distribution system, including improvements to meet fire flow requirements. In addition, the hydraulic model is utilized to perform a water age analysis of the system, in order to identify areas of the system that potentially can have low disinfection levels

#### **WATER, RECYCLED WATER, AND SEWER MASTER PLANS, CITY OF SOUTH GATE, SOUTH GATE, CA**

**| PROJECT ENGINEER |** Project included the preparation of a Water Master Plan, Recycled Water Master Plan, and Sewer Master Plan as three standalone documents to address water demands, recycled water demands, and gravity sewer flows. Each document evaluates the immediate, short-



term (5-year), and ultimate deficiencies and establish the infrastructure requirements. The Water Master Plan included a facility analysis that analyzed fire flow requirements for the storage and pipeline facilities.

**WATER FACILITIES MASTER PLAN UPDATE, CITY OF SAN BERNARDINO, SAN BERNARDINO, CA**

**| PROJECT ENGINEER** | Worked collaboratively with the San Bernardino Municipal Water Department to update its Water Facilities Master Plan, and develop a roadmap for continued successful performance and operation of critical water system infrastructure. Project included update of geographic information system (GIS) database, hydraulic model development, fire-flow testing, calibration, demand modeling and projections, statistical analysis to determine impact factors (economy, weather, employment etc.) on future demands, water conservation strategies, water resources, hydraulic analysis, Capital Improvements Program (CIP), and model training.

**HATTAN ROAD PUMP STATION DESIGN, CLACKAMAS RIVER WATER, CLACKAMAS, OR | MODELING TECHNICAL ADVISOR**

| Clackamas River Water District is working to complete their Backbone Projects initiative to meet water demand and increase reliability and capacity in both their north and south service areas. Kennedy Jenks designed a new water booster pump station to deliver water south of the Clackamas River. The station includes three, 400-horsepower vertical turbine pumps to deliver 5.6 MGD to the Redland Reservoirs, a dual surge tank system and a pressure relief valve to deliver water north by gravity and bypassing the pump station. Paul provided technical guidance for hydraulic modeling services to define the pump station capacities.

**LAS POSAS REPLACEMENT WATER STUDY, CALLEGUAS MUNICIPAL WATER DISTRICT, MOORPARK, CA | PROJECT ENGINEER**

| Kennedy Jenks provided CMWD and Fox Canyon Groundwater Management Agency engineering services to perform the Study, which comprised fourteen individual studies each evaluating a water supply alternative. Kennedy Jenks developed key criteria to assess each project alternative. Results of this Study found that opportunities to diversify the Basin's water supply are regionally accessible within supply types including stormwater, treated brackish water, imported water, and recycled water, as well as invasive vegetation removal. Factors impacting the overall feasibility of an evaluated alternative include capacity and capital costs per project, and potential limitations on supply availability such as water rights, agency terms, hydrological availability, drought, and other limitations. Project also included stakeholder engagement for criteria development and analysis review.

**RECYCLED WATER RESOURCES PLAN, RANCHO CALIFORNIA WATER DISTRICT, TEMECULA, CA**

**| PROJECT ENGINEER** | Currently developing a Recycled Water Resources Plan (RWRP) to provide the District a clear and concise strategy for utilizing its available recycled water supplies. Twelve non-potable and potable reuse alternatives (including groundwater replenishment, conjunctive use via nearby reservoir, streamflow augmentation and direct potable reuse) were evaluated using a weighted-criteria ranking analysis utilizing criteria developed by the Board of Directors. Led the development of the technical parameters, regulatory compliance, and life cycle cost estimates for the project alternatives that were considered.

**RECYCLED WATER MASTER PLAN UPDATE, SANTA CLARITA VALLEY WATER AGENCY (CASTAIC LAKE WATER AGENCY), SANTA CLARITA, CA | PROJECT ENGINEER**

| Led the engineering team for Prop 84-funded Recycled Water Plan to investigate non-potable reuse, groundwater recharge, surface water augmentation and direct potable reuse for CLWA and the four retailers in the region. Paul led oversight and QA/QC of the hydraulic modeling development. Included alternative analysis and facility siting considerations for 14 sub-alternatives, including evaluation of conveyance requirements and costs.



## Gregory B. Behnke

---

### Site Civil

#### Years of Experience

41 years

---

#### Professional Summary

Greg offers over 40 years of experience in the civil and sanitary engineering field. His regular responsibilities include the development of design and preparation of plans and specifications for wastewater and water treatment plants, as well as sanitary, potable and reclaimed water pipelines, reservoirs, mass grading and wetland restorations projects. He also has experience working as a system administrator, IT coordinator and providing CAD support. Greg is experienced in the production of grading plans, pipeline and site design, yard piping design, and reservoir design using Bentley MicroStation, InRoads, InterPlot, and Autodesk Civil 3D modeling software applications. He is skilled in detailed design of pipelines, digital terrain modeling, and extremely proficient in earthwork, earthwork quantities and pond storage volume calculations.

#### Relevant Project Experience

**DAILY II HYDROPNEUMATIC BOOSTER PUMP STATION, EASTERN MUNICIPAL WATER DISTRICT, TEMECULA, CA | CIVIL DESIGN LEAD** | Provided design of horizontal controls, paving, and grading and drainage.

**DAILY ROAD CONSTRUCTION SUPPORT, EASTERN MUNICIPAL WATER DISTRICT, TEMECULA, CA | CIVIL DESIGN LEAD** | Provided horizontal control, paving, and grading, and drainage.

**TWO-8 MG RESERVOIRS, PUMPING STATION, WELL IMPROVEMENTS, AND PIPELINES, CITY OF WESTMINSTER, WESTMINSTER, CA | LEAD DESIGNER** | Lead designer for the reservoir replacement project located at the intersection of Hoover Street and Hazard Avenue. The work involved the development of a water production well drilled within the site to provide additional water supply for the City's drinking water system. The well pump was 2,500 gpm with 200 hp. The project consisted of a complete water supply and storage system that included a booster pump station (4-3,100 gpm, 200 hp pumps), well pump, disinfection system using sodium hypochlorite and water softeners, emergency back-up power generator, two 8-MG, steel tank reservoirs. The site improvement also included soil stabilization by drilling an array of stone columns and surcharging the site where the two reservoirs will be placed. The soil stabilization project was completed after the well was drilled and tested. The yard piping varied from 36" to 10" and involved connections to two different water service areas.

**10 MG TILDEN RESERVOIR, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, RIVERSIDE, CA | LEAD DESIGNER** | Civil engineering design lead for this 10 MG with 16-foot side water depth and a total depth of 24 feet (2-5 MG cells), Pressure Zone 1020, buried concrete reservoir located in the southwest part of the city. The 10 MG reservoir was a buried cast-in-place concrete reservoir with 16 feet side water depth and 24 overall depth feet using a hopper bottom. The reservoir is located in the hillside overlooking Creighton Street and Gramercy Place. This project had unique challenges because the design and construction had to keep an above ground 1.5 MG steel reservoir in service while the new concrete buried reservoir was



constructed in the hillside next to it. The civil site work was also challenging due to the hillside design and steep access roads needed to access both the existing steel tank reservoir and the top of the new buried reservoir. Assisted during the construction phase where surficial erosion occurred and affected the cover. Significant repairs were necessary due storm water flooding.

**7.5 MG VAN BUREN RESERVOIR, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, RIVERSIDE, CA | LEAD DESIGNER** | Civil engineering design lead for this 7.5 MG, Pressure Zone 1200 with 16 feet side water depth and a total depth of 24 feet using a hopper bottom, buried concrete reservoir located in near Equestrian Drive and Van Buren Boulevard at Mockingbird Canyon Reservoir. This project was planned to expand one additional 7.5 MG cell to the west. Additional features were provided for that future expansion such as a common 30-inch steel inlet with stub outs. Also, the wall connections for the expansion were built so that the reinforcing and water stops were included.

**CANYON LAKE WATER TREATMENT PLANT FACILITIES MASTER PLAN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, CANYON LAKE, CA | CIVIL DESIGN LEAD** | Provided horizontal control, paving, grading and drainage, and yard piping design.

**DIAMOND VALLEY LAKE ENGINEERING SERVICES DURING CONSTRUCTION (AS A SUBCONSULTANT), METROPOLITAN WATER DISTRICT, LOS ANGELES, CA | CIVIL CAD TECHNICIAN** | Provided civil plans and profiles.

**STERLING NATURAL RESOURCE CENTER DESIGN-BUILD BRIDGING DOCUMENTS, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, HIGHLAND, CA | CIVIL DESIGN LEAD** | Provided horizontal control, paving, and grading and drainage.

**NORTH CITY PLANT EXPANSION - PIPELINE DESIGN AND SECONDARY CLARIFIER AREA DESIGN, CITY OF SAN DIEGO, SAN DIEGO, CA | CIVIL DESIGN LEAD** | Provided horizontal control, pipe design and relocations.

**NORTH CITY PLANT EXPANSION - EARLY SITE WORK FOR PIPELINE DESIGN AND SECONDARY CLARIFIER AREA DESIGN, CITY OF SAN DIEGO, SAN DIEGO, CA | CIVIL DESIGN LEAD** | Provided horizontal control, pipe design and relocations.

**WASTEWATER RECLAMATION FACILITY CONSTRUCTION MANAGEMENT, HI-DESERT WATER DISTRICT, YUCCA VALLEY, CA | CIVIL DESIGN LEAD** | Provided horizontal control, paving, grading and drainage and yard piping design.

**WELL NO. 41 WELLHEAD TREATMENT PROJECT, ONTARIO MUNICIPAL UTILITIES COMPANY, ONTARIO, CA | DESIGN ENGINEER** | Provided design engineering and bid support services for the Well No. 41 Wellhead Treatment Project. The project included a 2,350 gpm ion exchange perchlorate treatment facility, new chlorine building for on-site generation of sodium hypochlorite (relocation of existing OSG system from Well No. 41 building), associated site improvements, approximately 1,300 LF of 16-inch diameter CML&C groundwater supply pipeline, 200 LF of 16-inch diameter CML&C treated water pipeline, and 300 LF of 18-inch diameter RCP storm drain. The ion exchange treatment process includes two pre-filters, four 12-foot diameter ion exchange treatment vessels (two trains in lead-lag configuration), along with flow metering, and controls.



## Jeffrey R. Mohr, P.E., C.E.M

---

### Electrical and Instrumentation & Controls

#### Education

BS, Electrical Engineering, California Polytechnic State University, 1998

#### Registrations

Professional Electrical Engineer, California (18977)  
Professional Engineer, Colorado (PE.0049941);  
North Dakota (PE-9513)  
Professional Electrical Engineer,  
Alaska (AELE13776); New Mexico (22963);

Nevada (022088); Oregon (85974PE);  
Texas (119554); Washington (4875);

#### Memberships/Affiliations

Institute of Electrical and Electronics Engineers  
(IEEE)  
Certified Energy Manager (AEE)

#### Years of Experience

19 years

---

### Professional Summary

Jeff Mohr has over 19 years of experience in the design and construction administration of power, control, and instrumentation systems for various water and wastewater projects. His designs have included low- and medium-voltage power generation and distribution systems, variable frequency drives, indoor and outdoor lighting, solid state power system monitoring and protection, hardwired relay and programmable logic controller (PLC) control systems, and various data acquisition and other instrumentation systems. Jeff has managed several large electrical generator installation projects and electrical equipment replacements on existing facilities, while maintaining continuous operation during the construction process, improving electrical safety and optimizing existing facilities to save construction costs.

### Relevant Project Experience

**PURE WATER MONTEREY - GROUNDWATER REPLENISHMENT, GWR INJECTION WELL FACILITIES, ENGINEERING SERVICES DURING CONSTRUCTION, MONTEREY ONE WATER, MONTEREY, CA | ELECTRICAL ENGINEER** | Project responsibilities included assisting the team with Engineering Services During Construction and helped coordinate the incoming electric utility service with Pacific Gas and Electric (PG&E). The AWTF facility was designed to receive two power feeds through its 21kV Main-Tie-Main switchgear. To meet construction schedules, the 21kV primary service was coordinated with PG&E. The design of the alternate 21kV power supply from Waste management District is currently being finalized and coordinated with PG&E. The final power distribution arrangement will provide the client with a reliable power distribution system while optimizing energy usage costs.

**CHERRY WILLOW RECYCLED WATER TANK FINAL DESIGN, SANTA CLARITA VALLEY WATER AGENCY, SANTA CLARITA, CA | LEAD ELECTRICAL ENGINEER** | Design of an electrical distribution system to support the construction of two recycled water tanks, associated seismic valve controllers and area site lighting and receptacles. Coordinated with SCE to ensure incoming utility modifications were brought to the site.

**LIFT STATION 1 REPLACEMENT, RAINBOW MUNICIPAL WATER DISTRICT, BONSALL, CA | LEAD ELECTRICAL ENGINEER** | Assisting junior engineers in the design of lift station replacement project. Project includes a 50kW optional standby power generator to back up necessarily facility equipment and maintain operation of the lift station.



**PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION, CITY OF ROSEVILLE, ROSEVILLE, CA | CHIEF ELECTRICAL ENGINEER** | Responsibilities included performing quality review of design-assist documents for plant modifications to construct primary clarifier and associated pumping, solids thickening facilities, rehab of a WAS holding tank to centrate storage tank, digester facilities and a waste gas burner. The electrical work included modifications to an existing 480V metal clad switchgear, new 480V motor control centers, 480-120/208V step-down transformers and 120/208V panelboards.

**SAN JOSE-SANTA CLARA REGIONAL WASTEWATER FACILITY FILTER REHABILITATION, CITY OF SAN JOSE, WATER POLLUTION CONTROL, SAN JOSE, CA | ELECTRICAL ENGINEER** | Project responsibilities included review of existing design documents for the upgrading of 16 filters and associated electrical infrastructure. Will provide quality analysis and control throughout the duration of design to ensure project constructability and help optimize project costs.

**SOUTH SAN LUIS OBISPO WWTP REDUNDANCY PROJECT, SOUTH SAN LUIS OBISPO COUNTY, OCEANO, CA | ELECTRICAL ENGINEER** | Project responsibilities included review of existing design documents for the installation of both medium and low-voltage electrical distribution system for the operation of groundwater injection wells and future facility booster pumps. Jeff will be providing quality analysis and control throughout the duration of design to ensure project constructability and help optimize electrical equipment layout and project costs.

**PROJECT 716 DUAL MEDIA FILTERS PHASES 3 & 4, CLARK COUNTRY WATER RECLAMATION DISTRICT, LAS VEGAS, NV | LEAD ELECTRICAL ENGINEER** | Served as the lead electrical engineer for the design of expanded tertiary facilities for Clark Country Water Reclamation District. Project included the expansion/addition of granular media filters, a new filter influent pump station, retrofit of existing UV disinfection technology, and retrofit of other existing ancillary facilities. Tasks included bringing in two new utility services to a double-ended 12.47kV-480/277V unit substation. Unit substation was equipped with differential relay protection to limit arc flash hazard levels. Other project tasks included design and preparation of single line diagrams for both medium and low voltage distribution systems, electrical motor control schematics, uninterruptible power supply system, and interfaces with PA, telephone communication, site security and fire alarm systems.

**GREEN RIVER WATER TREATMENT PLANT, TACOMA PUBLIC UTILITIES, TACOMA, WA | LEAD ELECTRICAL ENGINEER** | Served as the lead electrical engineer in the construction management of the filtration facilities expansion for the Green River Water Treatment Plant. Work included modifications to the 12.47 kV primary electrical system to loop feed power around the site and interface with a new optional standby 12.47 kV paralleling diesel engine generator system. Remote operating panels were designed for the primary generator system to reduce arc flash hazards and promote safety for plant personnel. Other project details included the design of aeration and final sedimentation facilities, filters, new chemical systems and modifications to existing chemical systems, solids handling facilities, including thickeners and dewatering, two clearwells, and a finished water pump station.

**FULTON PUMP STATION, PORTLAND WATER BUREAU, PORTLAND, OR | LEAD ELECTRICAL ENGINEER** | Served as the lead electrical engineer for the Fulton Pump Station Replacement Project. The pump station was designed to supply 18 mgd as a reliable means to supply to Burlingame Service Area. Project tasks included utility coordination with the electrical provider (PGE), development of site plans, single line diagrams, equipment elevations, control schematics, panelboard and luminaire schedules, power, control and signal plans, and lighting, receptacle and grounding plans for the pump station.



**ON**

**ENGINEERING**

**LINE**

**PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING**

January, 2018

**ROBERT G. MARTINEZ, P.E., P.L.S. President**

### **EDUCATION**

**BACHELOR OF SCIENCE** Degree in Civil Engineering (Survey Minor)  
California State Polytechnic University, Pomona – June 1989

### **EMPLOYMENT**

**ON-LINE Engineering** – Pasadena, West Covina, CA      January '94 - Present

**ASL Consulting Engineers** – Pasadena, CA      September '95 – December '99

**So. Calif. Gas Company** – Los Angeles, CA      July '95 – September '95

**Morsch Engineering Company** – Altadena, CA      July '83 – July '95

### **EXPERIENCE**

Gas Co. As-Built and Completion Surveys, Grading/Drainage Plans, Street Plans, Storm Drain Plans, Utility Plans, Demo Plans, Hydrology/Hydraulic Analysis & Reports, General/Specific Plan Studies, Specifications, Proposals, Subdivisions, A.L.T.A. Surveys, Records of Surveys, Corner Records, Boundary & Topographic Surveys, Reservoir surveys for MWD, and various Municipalities, including: Beverly Hills, Pasadena, Los Angeles, GPS surveys, Boundary Analysis, Legal Descriptions, Mapping/Exhibits, Calculations, Survey Coordination, Field Crew Party Chief, Manual & CAD Drafting, Project Management, Client Relations & Consultations, Presentations, Proposals, Research, Processing, Training & Supervision of Co-workers.

### **REGISTRATIONS**

**Professional Land Surveyor:** Registration No. L6966 (EXP. 9-30-19)

**Professional Engineer:** Registration No. C54360 (EXP. 12-31-19)

908 Waverly Place \* West Covina, CA 91790 \* 626.791.3980  
Email: [olengr@earthlink.net](mailto:olengr@earthlink.net)



# Hashmi Quazi, PhD, PE, GE

Principal-in-Charge / Project Director



Dr. Quazi has over 31 years of experience providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget. Dr. Quazi provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, water treatment plants, wells, reservoirs, booster pump station and other related projects.



## Relevant Experience

**Mojave Water Agency R3 Pipeline, San Bernardino County, CA.** Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation. The project involved 10 miles of proposed Phase 1 Water Conveyance pipeline, utilizing trenchless crossings under BNSF railroad tracks, under Interstate 15 along Mesa Street, and under Highway 395 at Mesa Street. The project also included proposed Turnout Structure Nos. 6 and 7 to be located at Mesa View Drive in the City of Victorville, & proposed steel reservoir and pump station in the City of Hesperia.

**The Mojave River Pipeline – Reach 4A, San Bernardino County, CA.** Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation, observation and testing. The project consisted of the design and construction of approximately 30,620 linear feet of 24-inch diameter raw water pipeline located in an unincorporated area in the County of San Bernardino, north of the City of Barstow, California.

**WDI-1 & WDI-2 Pump Station, Victorville, CA.** Principal in Charge. Provided technical and budget oversight, resource allocation, and contract management for the geotechnical investigation. The project consisted of the construction of the WDI-1 & WDI-2 Pump Station in Victorville, CA. It will be an approximately 30' x 30' masonry block wall building with slab-on-grade. There will be piping running from the pump station to connect in the street and stub south of Sycamore Street for future extension.

**Morongo Basin Water Pipeline Project, Mojave Water Agency, High Desert Area, CA.** Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation. The project consisted of 70 miles of pipeline, a turnout structure, pump stations, and water reservoirs.

**2.5 MG Tank & Pump Station, Hesperia, CA.** Principal in Charge. Provided technical oversight and budget control for the geotechnical investigation. The project consisted of the design and construction of a 2.5 MG water tank, pump station, and associated pipelines and appurtenances located at 13500 Live Oak Street, Hesperia, CA. The proposed water tank diameter was 115 feet with a height of 30 feet and was constructed at-grade with a 4-foot-wide by 2.5-foot-deep ring wall foundation. A second future water tank is proposed with a footprint of 25 feet by 50 feet. The building was a one-story masonry block wall structure founded on shallow footings with a slab-on-grade.

### EDUCATION

- Ph.D., Civil Engineering, University of Arizona, 1987
- M.S., Civil Engineering, Arizona State University, 1982
- B.S., Bangladesh Engineering University, 1978

### REGISTRATIONS/CERTIFICATIONS

- California, Civil Engineer, #46651
- California, Geotechnical Engineer, #2517



# Zahangir Alam, PhD, EIT

Senior Staff Engineer / Project Manager



Mr. Burnham has 6 years of experience which includes geotechnical investigations, fault studies, rock slope stability, landslide investigation, rock rippability assessment, liquefaction mitigation, and geotechnical monitoring of grading, including many hillside and hard rock sites. Mr. Burnham's organization and focus enables him to effectively coordinate projects in the field and oversee professional and field staff on their projects.



## Relevant Experience

**OMUC Water Main Replacement**, Ontario, CA. Project Geologist. Managed fieldwork and paperwork for the geological investigation for the project. The project consists of 9,000 linear feet of 8-inch and 12-inch diameter pipeline at various locations in the Ontario, California. The pipelines will be located along Euclid Avenue, Main Street, Transit Street, "C" Street, 5<sup>th</sup> Street and College Way. Converse drilled borings in previous years in or in the close vicinity of these streets and recently for the Euclid Recycled Water Pipeline.

**IEUA Baseline Pipeline Extension**, Fontana, CA. Senior Staff Engineer. Managed fieldwork and paperwork and prepared reports for the project. during the design phase. The project consisted of extending approximately 8,200 linear feet of 24 inch diameter recycled water pipeline on Baseline Avenue to Cherry Avenue in Fontana, California. 4,500 linear feet was run along Baseline Avenue and 3,700 linear feet was run along Heritage Circle. The pipeline was located in the IEUA 1630 Pressure Zone.

**Hemlock & Redlands Booster Pump Station & Pipeline**, Redlands, CA. Senior Staff Engineer. Managed fieldwork and paperwork and prepared the geotechnical investigation. The project included the installation of 3,000 gpm capacity vertical pump cans, a 30 foot x 20 foot control and equipment building, and a 1,400 l.f. of pipeline exiting the new booster pump station (BPS) site and running north along Redlands Boulevard in Moreno Valley, California. The pipeline was 24 inches in diameter with an invert depth of approximately 6 to 8 feet bgs. Open cut and cover technique was used to install the pipeline.

**Magnolia Avenue Techite Pipeline and Pump Station**, Riverside, CA. Senior Staff Engineer. Managed fieldwork and paperwork and prepared reports for the project. The project consists of the installing approximately 3,920 linear feet of 36-inch CML&C steel water pipe along the southern barrel on Magnolia Avenue from Hughes Alley to Polk and installing approximately 1,620 linear feet of 36-inch CML&C steel water pipe along the southern barrel on Magnolia Avenue from Polk Street to Park Sierra Drive. The pipes will be installed using the cut and cover technique. It will have 5 feet of soil cover.

**Chromium 6 Treatment Facilities Well Sites**, Coachella Valley, CA. Senior Staff Engineer. Managed fieldwork and paperwork and prepared the geotechnical investigation. The Chromium 6 Treatment Facilities project consisted of several components within 30 well sites in various locations in Coachella Valley, California. Those sites included 5 well sites with no treatment facilities, 23 sites with strong base anion (SBA) and 2 well sites with weak base anion (WBA) treatment facilities, approximately 52,350 linear feet of raw and finished water pipelines, and a Central Resin Regeneration Facility (CRRF).

### EDUCATION

- Ph.D., Geotechnical Engineering, University of Texas at Arlington, 2016
- B.S., Bangladesh University of Engineering and Technology, 2009

### CERTIFICATIONS

- EIT No. 138566, State Board of Licensure for Professional Engineers and Surveyors, California



# Tom Dodson, Tom Dodson & Associates

---

## Title

President /  
Environmental Specialist

## Education

M.A., *Geography*, University of  
California, Berkeley, 1973  
B.A., *Geography*, University of  
California Berkeley, 1968

## Experience

30+ years

## Summary

Tom Dodson is the President of Tom Dodson and Associates, an environmental consulting firm in San Bernardino, California. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees.

Mr. Dodson has served as a facilitator in resolving environmental issues for several agencies, including the Bureau of Land Management, San Bernardino County, City of San Bernardino, and other agencies. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

## Relevant Experience

### Negotiation of Stream Alteration Agreements and Section 404 Permits

Since 1988 Mr. Dodson has been involved in more than 20 projects that required acquisition of Stream Alteration Agreements from the State Department of Fish and Wildlife and Section 404 Permits from the U.S. Army Corps of Engineers. This includes several permits in Big Bear Valley, along the Santa Ana River and its tributaries, and southern California in general.

### City of San Bernardino, Various CEQA/NEPA Documents

Over the past four years, TDA has prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of City projects. These projects include: Orange Show Road Extension, involving two bridges, one over Twin Creek and the other over the Santa Ana River; the downtown movie theater sponsored by the City Economic Development Agency (EDA); installation of sewer lines along Cajon Boulevard for the City EDA; and most recently, several demolition projects, also initiated and carried out by the EDA. All of these documents have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits.





## Tom Dodson, Tom Dodson & Associates

---

### **Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA) (1992-Present)**

Environmental manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. Assisted the Air Force in completing its first and only air conformity determination for reuse of a closing military base. The analysis was used in presentations to the federal Environmental Protection Agency (EPA) to revise the Conformity Regulations to exclude transfers of military bases from conformity findings. TDA has been involved in every facet of base closure, working closely with the Air Force Base Closure Agency (AFBCA) at Norton and in Washington D.C. to complete the Final EIS and issue the Record of Decision. This support effort includes endangered species management programs at the former Base and consultations with the State and Federal government under endangered species laws.

### **Inland Empire Utilities Agency (IEUA, 1999-Present)**

As environmental consultant to the IEUA, TDA prepared the Program EIR for the Optimum Basin Management Program which evaluated the whole program that is proposed to be implemented to remove groundwater contamination from the Chino Basin. This EIR was prepared to meet court mandated deadlines and was certified in a timely manner by the IEUA. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. TDA is currently working with ASL/Tetra Tech to implement a major expansion in the organic composting operations currently being carried out by IEUA as part of the Chino Basin groundwater aquifer remediation. Site selection, due diligence, and CEQA documentation are part of the tasks that TDA has assisted with on this project.

### **SCRRA/Metrolink Projects (2008-Present)**

Tom Dodson & Associates has worked through several different engineering firms over the past ten years with SCRRA/Metrolink. During this period, TDA performed more than 15 specific jobs/projects with SCRRA/Metrolink to support both NEPA and CEQA compliance. The largest of these projects was the compilation of an environmental data base for Positive Train Control (PTC) for each of the Metrolink Subdivisions. Each of these projects have been successfully implemented (except for the most current project, San Juan Creek Bridge Replacement Project).





## Steven Itagaki, PE, TE, PTOE

### Task Manager –Highways/Traffic



#### Title

Project Manager

#### Years of Experience

28

#### Registration

- Registered Professional Engineer, CA, #C67470
- Registered Traffic Engineer, CA, #TR2394
- Professional Traffic Operations Engineer, #2156

#### Education

B.S., Civil Engineering, 1991,  
California State Polytechnic  
University, Pomona

#### Affiliations

- American Society of Civil Engineers
- Institute of Transportation Engineers

#### Qualifications

With over 28 years of civil engineering experience as a Project Manager, Steve has worked on a variety of civil, highway, traffic, rail, and transit engineering projects for client cities, outside agencies, private sectors and California Department of Transportation (Caltrans). Steve has been responsible for managing and preparing plans, specifications and estimates for traffic signal, street lighting, signing, striping and traffic control projects utilizing AutoCAD with AutoTurn, Microstation, and Lighting Programs AGI32 and Visual. His experience also includes traffic studies and reports utilizing the Highway Capacity Software (HCS), Intersection Capacity Utilization (ICU), Synchro, and SPEEDPLOT.

Mr. Itagaki has a thorough proficiency in current Caltrans standards and procedures, traffic engineering modeling and methodologies, County of Los Angeles traffic standards and methodologies, and the State of California Vehicle Code.

#### Relevant Experience

##### Traffic Control

##### **Site Specific Traffic Control Plans – City of Walnut Valley Water District**

Served as *Lead Design Engineer* responsible for preparing traffic control plans for the short- and long-term maintenance of valves and regulating stations at 29 arterial intersections. The intersections resided in the jurisdictional agencies of the Cities of Walnut, Diamond Bar, Industry, Los Angeles County, and Caltrans. Each plan included an inventoried list of traffic control equipment required for proper delineation and not only designed for clear and sunny weather conditions but also for adverse weather conditions as well. The scope of work included in this task was a traffic report which reviewed the agencies' current traffic control device inventory and recommendations to correct deficiencies or enhance equipment to meet current standards. The report also included assumptions, analyses made, results, conclusions, recommendations, and an executive summary of this project.

##### **English Canyon Trunk Sewer – City of Santa Margarita Water District**

Served as *Lead Design Engineer* responsible for preparing traffic control plans for the installation of approximately 7,600 feet of sewer lines through the Cities of Lake Forest and Mission Viejo. The installation of this line impacted four (4) lanes of traffic through major intersections and was staged to minimize traffic interruptions.

##### **Flight Avenue TCP (Planes of Fame) – City of Chino**

Served as *Lead Traffic Engineer* responsible for providing engineering services for the temporary closure of Flight Road from Merrill Avenue to Kimball Avenue. The scope of work included preparing a final traffic control design plan for the Planes of Fame Air Museum's annual airshow.



#### **SR-60/Azusa Avenue Roadway Improvements – City of Industry**

Served as *Project Manager* responsible for developing roadway and traffic control plans on Azusa Avenue at State Route 60. The scope of work included sidewalk improvements, utility modifications, and pavement overlays as well as close coordination with Caltrans and the City of Industry. The traffic signals along Azusa Avenue required careful coordination of roadway improvements. All improvements were designed to meet ADA requirements.

#### **On Call Traffic Engineering Services – City of Desert Hot Springs (c/o Glenmorra Consultants)**

Served as *Project Manager* responsible for providing on call traffic engineering in support of various capital improvement projects in design or construction throughout the City. The projects included roadway, signing, striping, traffic signals, street lighting, and traffic control improvements.

#### **Valley Boulevard/Grand Avenue Traffic Control – City of Industry (c/o CNC Engineering)**

Served as *Project Engineer* responsible for providing traffic control services for the impacted intersection of Valley Boulevard and Grand Avenue. Tasks also involved performing site visits during the various stages of construction and recommendations on traffic control adjustments.

#### **SR-60/Azusa Avenue Roadway Improvements – City of Industry (c/o CNC Engineering)**

Served as *Project Engineer* responsible for developing roadway and traffic control plans on Azusa Avenue at State Route 60. The project included sidewalk improvements, utility modifications, and pavement overlays as well as close coordination with Caltrans and the City of Industry. The Traffic signals along Azusa Avenue required careful coordination of roadway improvements. All improvements are designed to meet ADA requirements.

#### **On Call Traffic Engineering Services – City of Desert Hot Springs (c/o Glenmorra Consultants)**

Served as *Project Engineer* responsible for providing on call traffic engineering to the City of Desert Hot Springs, in support of various capital improvement projects currently in design or construction throughout the City. The projects included roadway, signing, striping, traffic signals, street lighting, and traffic control improvements.

#### **City Engineering Services – City of Industry**

Served as *City Traffic Engineer* responsible for providing City engineering services to the City of Industry. Services included permitting, plan checking, and inspection as well as the preparation of studies and design plans for roadway, traffic signal, railroad crossing, and rail/highway grade separation projects.

#### **SR-60/Crossroads Parkway North Traffic Control – City of Industry**

Served as *Lead Design Engineer* responsible for providing engineering services for the proposed street improvements at the on and off-ramps of State Route 60 (SR-60) and Crossroads Parkway North. The project included traffic control design, review of the existing signing and striping conditions, as well as timely coordination with Caltrans. Various construction stages were developed to maintain access to SR-60 and major business in the area.

#### **Oxnard Transportation Center – East Fourth Street Parking Lot – City of Oxnard**

Served as *Project Engineer* responsible for providing engineering services to plans, specifications, and estimate (PS&E) for the proposed improvements at the Oxnard Transportation Center's East Fourth Street Parking Lot in the City of Oxnard. The project included surveying and mapping, signing and striping, grading, drainage, lighting, landscaping, irrigation, geotechnical analysis, and traffic control as well as timely coordination with Caltrans and the City of Oxnard.

#### **Buena Vista Street – City of Burbank**

Served as *Design Engineer* responsible for the preparation of traffic control plans for this State Route 134 off-ramp. The project required detouring traffic for the construction of ramp widening. Pedestrian detours were also required within the construction area.

#### **Pacific Coast Highway – City of Long Beach**

Served as *Design Engineer* responsible for the preparation of traffic control plans for the installation of a storm drain along this state route. Due to the construction staging of this project, traffic was diverted in three separate phases in order to maintain traffic progression and ease of the construction.





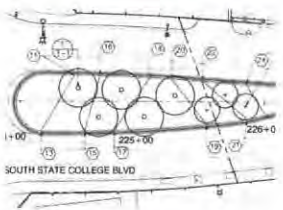
Principal



**With NUVIS  
since 1978**

**Licensure:**  
CA 1997

**Education**  
BSLA California State  
Polytechnic University,  
Pomona 1978



CA 1891, NV 396

# TOM MUNOZ, PLA

With decades of on-call experience with the City of Los Angeles, County of Los Angeles, Port of Los Angeles, and many other public agencies, Tom shares his talents and passion for our profession as a volunteer vice-president of the Corona Historic Preservation Society, volunteer vice-president for the City of Corona Partners for Parks Foundation, volunteer with the Boy Scouts and participant in local California Park and Recreation Society Programs. His emphasis is in water-wise public- and private-oriented park/recreation planning and urban design projects. As a Project Manager on many of NUVIS' public agency projects; client relations, technical direction of construction documents, and multi-team/agency coordination are his notable strengths.

## Professional Affiliations

California Park and Recreation Society  
Corona Partners Foundation (CPF) for Parks and Recreation  
Corona Historic Preservation Society (CHPS)  
Boy Scouts of America, Assistant Scout Master, 1997 National Jamboree

## Recognition

2015 CMAA Project Achievement Award, Berth 200 Rail Yard & Roadway, San Pedro, CA  
2008 APWA Project of the Year, Parks & Recreation, Hesperia Civic Plaza Pk, Hesperia, CA  
2006 WCCC Distinguished Project, Honorable Mention, LA Riverfront Park, Studio City, CA  
2005 City of Los Angeles Certificate of Commendation, LA Riverfront Park, Studio City, CA  
2004 CPRS Award of Excellence, Central Park Sports Complex, Huntington Beach, CA  
2004 So Cal Municip. Athletic Fed., Central Park Sports Complex, Huntington Beach, CA

## Berth 200 Rail Yard & Field Office

Port of Los Angeles, San Pedro, CA

Tom served as project manager on the renovation of an existing rail yard and field office including accent pottery, low water use plantings, high-efficiency irrigation system, decorative concrete walkways, California Coastal Trail improvements, fountain plaza, fencing, vehicular gate, flagpole, benches, pilasters, and plaza seat wall. CMAA Southern California Chapter 2015 Project Achievement Award. Dates: 2009-2014

## Newhope-Placentia Median Landscape

Lee & Ro, Inc. for the Orange County Sanitation District, Fullerton & Anaheim, CA

Tom provided project management for design development and construction documents on 4-miles of median landscape along State College Blvd. as part of an \$80 million trunk sewer replacement project with high-efficiency subsurface drip irrigation and new low water use planting. Stakeholders include the cities of Fullerton and Anaheim, Caltrans, CSU Fullerton, USACE, and Anaheim Stadium. Dates: 2016- on-going

## Carbon Canyon Water Recycling Facility

CDM Smith for Inland Empire Utility Agency, Chino, CA

Tom serves as project manager for planting and irrigation to replace landscape disturbed during the renovation of the facility. Scope of services also includes replacing dead/dying trees within the project site, governmental agency coordination, preliminary landscape plans, PS&E, and professional services during bid and construction phases.

## Hermosa Beach Parking Lot D Improvements

Adam Streeter Engineers for the City of Hermosa Beach, CA

Tom serves as project manager for project includes redesign of a small municipal parking lot that is in disrepair to be a multi-benefit demonstration project that includes ADA improvements, enhanced lighting and electrical upgrades, a bicycle corral, electric vehicle charging stations, storm water capture and retention, and drought tolerant landscaping. Designs will address the sidewalk, curb and gutter as well as assess the parking lot layout and surrounding on-street parking spaces to maximize parking potential in the parking lot. Scope of services includes preliminary design, PS&E, professional services during bid and construction and governmental agency coordination.





DEPINTO MORALES  
COMMUNICATIONS, INC.



**David J. De Pinto**  
**Partner/CEO**  
**De Pinto Morales Communications, Inc.**

Dave is a founding partner of *De Pinto Morales Communications, Inc. (DMCI)*, a firm specializing in environmental issues management, water education projects, crisis communications, public education and outreach campaigns, stakeholder relations, media relations, public affairs, and ethnic/community marketing. Dave is most notably a senior marketing and corporate communications strategist, with extensive experience implementing grassroots public education and outreach campaigns for controversial/complex environmental projects in both the public and private sectors. Geographically, Dave has implemented such campaigns focused in the northeast San Fernando Valley, the San Gabriel Valley, the City of Los Angeles and throughout the State of California. Dave has worked extensively with attorneys, engineers and operations staff for a wide variety of business and government enterprises, including highly sensitive and confidential matters.

Dave's industry specialties include water supply, water quality, food, beverage, hospitality, transportation, solid waste/recycling, hazardous waste, air quality, land use, oil and gas, and environmental services sectors. As DMCI expanded its water policy practice, Dave has directed several regional public education campaigns promoting the benefits of water conservation, water quality and recycled water for clients such as the San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, San Gabriel Basin Water Quality Authority and Main San Gabriel Basin Watermaster. Dave originated the plans for the 2012, 2013, 2014, 2016 and 2018 San Gabriel Valley Water Forums, which have become a "must attend" community leader event in the San Gabriel Valley.

Due to his campaign, business management and community leadership experience, Dave possesses intimate knowledge of and sensitivity to communities and their cultures in the northeast San Fernando Valley, the San Gabriel Valley and throughout California. As volunteer president of the largest homeowner association in the City of Los Angeles, Dave has unique insights and capabilities related to facilitating community discourse on controversial issues and development projects involving counties and municipalities, water districts, school districts and non-profit organizations.



Prior to founding his own firm in June 2001 along with long-time business associate Bob Morales, Dave was President and Chief Executive Officer for San Diego-based Stoorza Communications, a leading independent public relations consulting company in California. Dave was a member of the firm's board of directors and directed the management, staff and operations of the company's diverse practice areas and offices in San Diego, Los Angeles, Sacramento, Riverside and Fresno. The firm had annual revenue in excess of \$10 million during his tenure, with nearly 100 employees.

From 1994-1999, Dave was a global partner for Ketchum Public Relations and was general manager/director of the company's Los Angeles, Riverside and Sacramento offices. Dave also served as executive vice president of Pacific/West Communications Group, a Los Angeles-based issues management and public relations firm.

Dave's corporate background includes serving as director of marketing, public relations and public affairs for Coca-Cola Bottling Company of Los Angeles (CCLA), the nation's largest soft drink bottler, which also owned Arrowhead Water. He achieved a distinguished record of marketing innovation, sales growth and community leadership in both general and ethnic markets for Coca-Cola. Dave also was integrally involved with Coca-Cola's sponsorship of the 1984 Olympics in Los Angeles, and directed Coca-Cola's marketing partnerships with theme parks, sports and entertainment venues, professional sports franchises, major sporting events, and major universities throughout Southern California.

Dave has received numerous professional awards and recognition, including two Public Relations Society of America's (PRSA) prestigious Silver Anvil Awards for public relations campaigns on behalf of his clients, the 1996 Olympic Games Torch Relay and Knotts Berry Farm Theme Park. Dave received his M.B.A. from the University of Southern California, and his B.A. degree from Brown University, majoring in Political Science and Economics.

Dave is a member of and serves on a variety of volunteer civic and community boards of directors and committees, including the Shadow Hills Property Owners' Association, S.A.F.E. Coalition and Oakmont Country Club. Dave is married with two children. Since 2014, Dave has voluntarily spearheaded creation of and advocacy by the S.A.F.E. Coalition, a northeast San Fernando Valley based coalition of community leaders opposed to the high speed train project and the negative impacts it will create for residents and businesses in the northeast San Fernando Valley.

#### **Employment Background**

- 2001-Present      De Pinto Morales Communications Inc.  
Partner/CEO
- 1999-2001        Stoorza Communications  
President & CEO
- 1994-1999        Ketchum Public Relations  
International Partner & General Manager
- 1989-1994        Pacific/West Communications Group  
Executive Vice President
- 1984-1989        Coca-Cola Bottling Company of Los Angeles  
Director, Marketing and Public Relations

**2020**  
**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir**  
**Replacement Engineering Design Services)**

THIS 2020 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir Replacement Engineering Design Services" originally executed 17<sup>th</sup> day of June, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and JOHN ROBINSON CONSULTING, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 5<sup>th</sup> day of October, 2020 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated June 17, 2019 and entitled "Professional Services Agreement – John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir Replacement Engineering Design Services", Contract No. 1912 (hereinafter, the "Master Agreement"); and

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

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of October 5, 2020.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of Five Hundred and Forty-Five Thousand, Three Hundred and Forty-Five Dollars (\$545,345.00).

SECTION 2. Notwithstanding anything in the Master Agreement or the First Amendment to the contrary, CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the performance scheduled entitled "Additional Scope of Services" which is attached and incorporated hereto as **Exhibit "A"**).

SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 4. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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



CONTRACT NO. 1912(a)


**CITY:**

**City of San Fernando**

By:    
34DA1699803B42F  
Joel Fajardo  
Mayor

Date: 10/6/2020 | 12:10 PM PDT

**APPROVED AS TO FORM**

By:    
9E6768364A9F4FC...  
Richard Padilla

Title: Assistant City Attorney

Date: 10/6/2020 | 1:05 PM PDT

**CONSULTANT**

**John Robinson Consulting**

By:    
E3F65A8C65B8445...

Name: John Robinson

Title: Principal

Date: 10/6/2020 | 10:02 AM PDT

**EXHIBIT A****Additional Scope of Services**

**Task 1.2 – Geotechnical Investigation** – Converse Consultants, based on the draft geotechnical investigation report, is required to complete extra evaluation, engineering analysis, and drafting.

**Task 1.3 – Utility Research and Task 2.1 – 60% Design Documents (Civil Discipline)** – Kennedy/Jenks, based on the direction on the draft preliminary design report, are adding effort to accommodate the following design changes:

- Addition of piping modifications at the Hubbard pump station site including two (2) new civil sheets, one civil plan, based on additional survey to be provided by the surveyor, and one new additional set of details for the piping connections at that location.
- Add site lighting attached to both tanks using LED lights.
- Add 2-foot deep concrete curb at south fence line.
- Change concrete tank configuration from circular pre-stressed concrete to rectangular conventionally reinforced tank, resulting in three additional structural sheets being added for additional detailing.
- Provision of a motorized swing gate with remote operation.

**Task 1.4 – Topographic Survey** – On-Line Engineering, based on the addition of piping modifications at the Hubbard pump station site, would provide additional survey to support the civil design.

**Task 2.4 – Traffic Control Plans** – JMDiaz, based on the addition of piping modifications at the Hubbard pump station site, would provide additional traffic control for the future construction of the pipeline modifications at the Hubbard pump station.

**Task 4.1 Project Management and Administration** – John Robinson Consulting is not requesting any additional compensation for the above effort as we believe this work will not impact the project schedule and can be incorporated into the existing quality assurance/quality control review of the overall project.

**Project Schedule:**

The additional scope of services would not impact the schedule for the overall project design.

**Additional Compensation:**

The following is fee breakdown of our fee for each discipline. The fee will be on a time and materials basis, not to exceed \$75,454.

<b>Task No.</b>	<b>Project Task</b>	<b>Total Fee</b>
1.2	Geotechnical Investigation	\$2,560
1.3 and 2.1	Utility Research / 60% Design	\$60,674
1.4	Topographic Survey	\$2,500
2.4	Traffic Control Plans	\$9,720
4.1	Project Management	\$0
	<b>Total Not-to-Exceed Fee:</b>	<b>\$75,454</b>

Per the April 9, 2019 proposal, JRC will not mark-up any of our Project Team invoices and pass those savings back to the City.

**2021**  
**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir**  
**Replacement Construction Management Services)**

THIS 2021 SECOND AMENDMENT ("Second Amendment") to that certain agreement entitled "Professional Services Agreement – John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir Replacement Engineering Design Services" originally executed 17<sup>th</sup> day of June, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and JOHN ROBINSON CONSULTING, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 21<sup>st</sup> day of June, 2021 ("Effective Date"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated June 17, 2019 and entitled "Professional Services Agreement – John Robinson Consulting Incorporated (John Robinson Consulting) - Upper Reservoir Replacement Engineering Design Services", Contract No. 1912 (hereinafter, the "Master Agreement"); and

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

WHEREAS, execution of the First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of October 5, 2020.

WHEREAS, execution of this Second Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of June 21, 2021.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Term as defined under Section 1.2 of the Master Agreement is hereby amended to terminate on December 31, 2022.

The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of Nine Hundred and Five Thousand, Three Hundred and Five Dollars (\$905,305.00).

SECTION 2. Notwithstanding anything in the Master Agreement or the Second Amendment to the contrary, CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the performance scheduled entitled "Additional Scope of Services" which is attached and incorporated hereto as **Exhibit "A"**).

SECTION 3. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Second Amendment



**CONTRACT NO. 1912(b)**

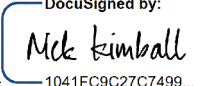
shall be deemed a part of the Master Agreement and except as otherwise provided under this Second Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement, the provisions of this Second Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 4. The Master Agreement as amended by way of this Second Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Second Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Second Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:**

**City of San Fernando**

By:  1041FC9C27C7499...

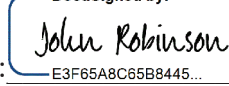
Name: Nick Kimball

Title: City Manager

Date: 06/28/2021 | 10:53 AM PDT

**CONSULTANT**

**John Robinson Consulting**

By:  E3F65A8C65B8445...

Name: John Robinson

Title: Principal

Date: 06/24/2021 | 8:50 AM PDT

**APPROVED AS TO FORM**

By:  9E6768364A9F4FC...

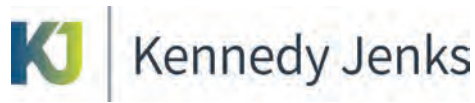
Name: Richard Padilla

Title: Assistant City Attorney

Date: 06/28/2021 | 9:19 AM PDT

EXHIBIT A

Additional Scope of Services



May 14, 2021

Mr. John Robinson  
Project Manager  
John Robinson Consulting, Inc.  
1055 E. Colorado Blvd, Suite 500  
Pasadena, CA 91106

Subject: Proposal for City of San Fernando - Upper Reservoir Replacement Project Construction Management Services

Dear Mr. Robinson:

This letter describes our proposal for providing construction management services for the City of San Fernando Upper Reservoir Replacement Project.

## KEY PERSONNEL

Project Manager – John Robinson, John Robinson Consulting

Construction Manager – Thien Ng, Kennedy Jenks

Site Inspector – Jayce Waldren, Kennedy Jenks

Electrical Inspector – Phil Sanders, Kennedy Jenks

Specialty Inspection – Ninyo &amp; Moore Consultants

## SCOPE OF WORK

## Task 1. Inspection Services

## 1.1 Site Inspection

Provide a construction inspector to oversee construction activities and provide daily reports on construction progress. This task assumes 40 hours per week of full-time inspection for 8 months.

## 1.2 Electrical Inspection

Provide an electrical inspector to oversee major electrical and controls work. The inspector will also oversee testing. Assume 48 hours total.







Mr. John Robinson  
John Robinson Consulting, Inc.  
May 14, 2021  
Page 3

**CONTRACT NO. 1912(b)**  
**EXHIBIT "A"**

- All materials and supplies acquired, and charged to City of San Fernando, for use under this subtask.
- One set of marked up as-built drawings.
- Completed punchlist with items initialed and dated and included with the closeout documents.

## Task 2. Specialty Inspection

Provide geotechnical services including concrete testing during construction. The structural inspection involves the verification of reinforcement steel and general building inspection. However, the structural and pipe backfill compaction test is the responsibility of the contractor. We have including a few compaction tests in our proposal for independent field verification if necessary.

### Assumptions:

- Ninyo & Moore, as a subconsultant to John Robinson Consulting, will provide field independent verification test if necessary.
- Ninyo & Moore will collect field concrete samples and perform concrete testing, including compressive strength, slump, air content, shrinkage tests.
- Ninyo & Moore will perform special structural and pipe welding testing on an as needed basis.
- Structural backfill testing requirements are the responsibility of the contractor.

### Deliverables:

- Compression tests on all concrete samples taken.
- Structural and pipe welding test reports.

## Task 3. Project Management & Administration

This task consists of project management and administration of the following services.

- Establish and maintain effective project management and communication throughout the project.
- Maintain open lines of communications and cooperation between City staff, design engineer, inspectors, and contractor.
- Manage electronic construction document control system (Procore).
- Conduct pre-construction meeting and prepare meeting summary report.



Mr. John Robinson  
John Robinson Consulting, Inc.  
May 14, 2021  
Page 4

CONTRACT NO. 1912(b)  
EXHIBIT "A"

- Conduct bi-weekly construction progress meeting and special coordination meetings. Prepare meeting summary report.
- Coordinate construction submittal activities with City staff, design engineer, inspector, and contractor.
- Prepare monthly progress payment.
- Review change order proposal from the contractor. Thoroughly analyze the proposal and develop a negotiating position. Prepare change order and submit to the City.
- Review schedule of values and monthly construction schedule update.
- Manage project closeout and one-year guarantee inspection activities.

#### *FEE ESTIMATE*

A fee estimate for the proposed scope of work is provided in Attachment A.

#### *SCHEDULE*

It is assumed that the project will be completed 9 months from receipt of Notice to Proceed.

Very truly yours,

Kennedy/Jenks Consultants, Inc.

A handwritten signature in blue ink that reads 'Jon Westervelt'.

Jon Westervelt, P.E., CCM  
Principal, Construction Management Services Lead

A handwritten signature in blue ink that reads 'P. Chau'.

Paul Chau, P.E.  
Principal, Client Manager



Proposal Fee Estimate

John Robinson Consulting & Kennedy Jenks

CLIENT Name: City of San Fernando  
PROJECT Description: Upper Reservoir Replacement Construction Management Services  
Proposal/Job Number: \_\_\_\_\_ Date: 5/14/2021

Classification:	Project Manager John Robinson	Construction Manager Thien Ng	Site Inspector Jayce Waldren	Electrical Inspector Phil Sanders	Project Admin.	Total	KJ Total Labor	Sub Ninyo & Moore	KJ ODCs	Total Expenses	Total Labor + Expenses
Hourly Rate:	\$150	\$225	\$180	\$180	\$95	Hours	Fees	Fees	Fees		Fees
<b>Task 1 - Inspection Services</b>											
1.1 Site Inspection		132	1336		144	1612	\$283,860		\$4,500	\$4,500	\$288,360
1.2 Electrical Inspection		8		48		56	\$10,440		\$500	\$500	\$10,940
						0	\$0			\$0	\$0
<b>Task 1 - Subtotal</b>	0	140	1336	48	144	1668	\$294,300	\$0	\$5,000	\$5,000	\$299,300
<b>Task 2 - Specialty Inspection</b>											
Specialty Inspection		16				16	\$3,600	\$36,450		\$36,450	\$40,050
						0	\$0			\$0	\$0
<b>Task 2 - Subtotal</b>	0	16	0	0	0	16	\$3,600	\$36,450	\$0	\$36,450	\$40,050
<b>Task 3 - Project Management &amp; Administration</b>											
Project Management & Administration	72	36			18	126	\$20,610			\$0	\$20,610
						0	\$0			\$0	\$0
<b>Task 3 - Subtotal</b>	72	36	0	0	18	126	\$20,610	\$0	\$0	\$0	\$20,610
<b>BASE SCOPE OF WORK - All Tasks Total</b>	72	192	1336	48	162	1810	\$318,510	\$36,450	\$5,000	\$41,450	\$359,960

# Thien Ng, P.E.

## Construction Manager

## Education

BS, Chemical Engineering, University of California,  
Berkeley, 1990

Professional Chemical Engineer, California (5034)

## Years of Experience

31 years

## Registrations

Professional Civil Engineer, California (73390)

## Professional Summary

Thien Ng is a licensed civil and chemical professional engineer with over 31 years of experience in the development and management of public works infrastructure related to water and wastewater enterprises. He has served in a design and construction management capacity for consulting engineering firms. For the past 16 years, Thien has been in the public sector, most recently serving as Assistant Public Works Director for a large municipality overseeing a \$200 million annual budget and 300 staff members. He has managed major programs and projects in both the private and public sectors for the planning, design, construction and operation of water, wastewater, recycled water, storm water, and solid waste infrastructure.

## Project Experience

**PUBLIC WORKS DEPARTMENT, UTILITY ENTERPRISE, CITY OF OXNARD, CA | ASSISTANT PUBLIC WORKS DIRECTOR** | As Assistant Public Works Director, Thien was responsible for managing the City's water, wastewater, recycled water, storm water, and solid waste divisions, and \$200 million annual operations budget.

During his tenure with the City, Thien also served as Senior Civil Engineer where he managed the design, construction, start up, and operation of public works utility capital improvements in excess of \$200 million. Projects included major improvements and modifications to the City's wastewater treatment plant, Advanced Water Purification Facility, recycled water transmission pipeline, water blending facilities, and water transmission pipeline.

**CITY OF OXNARD, CA | PROGRAM MANAGER AND CONSTRUCTION MANAGER |** Constructed a 12.5 mgd and 5 mgd water blending facilities and 4 miles of 36-inch water transmission pipeline. Responsibilities included: in-house constructability and operability reviews, coordinated City's plan check review, oversaw daily construction activities, review of construction schedule and updates, conducted weekly construction progress meeting, prepared monthly progress payment report, negotiated and prepared final change order documentation, led project start-up effort, review of as-built drawings, warranties, and final acceptance.

**CITY OF OXNARD, CA | PROJECT MANAGER AND CONSTRUCTION MANAGER** | Constructed a 6.25 mgd recycled water treatment plant and 10 miles of 36-inch recycled water transmission pipeline. Responsibilities included: facilitated a third-party constructability review, coordinated City's plan check review, oversaw daily construction activities, review of construction schedule and up-dates, conducted weekly construction progress meeting, prepared monthly progress payment report,

negotiated and prepared final change orders, led project start-up effort, review of as-built drawings, warranties, final acceptance, and City Council project completion presentation.

**BLENDING STATION #1 ADA/ENERGY EFFICIENCY IMPROVEMENTS PROJECT, CITY OF OXNARD, CA | CONSTRUCTION MANAGER** | Provided constructability reviews, coordinated City plan check review, oversaw daily construction activities, reviewed the construction schedule and updates, conducted weekly construction progress meetings, prepared monthly progress payment report, negotiated and prepared final change order documentation, prepared RFI responses, led project start-up effort, reviewed as-built drawings, and warranties.

**LESTER J. BERGLUND WATER TREATMENT PLANT PHASE 1 UPGRADE AND EXPANSION PROJECT, CITY OF POWAY, CA | CONSTRUCTION MANAGER |** Project included expansion of water treatment capacity from 12 mgd to 24 mgd. Responsibilities included: oversaw daily construction activities, prepared San Diego Air Pollution Control District (APCD) permit applications, reviewed construction schedule and updates, conducted weekly construction progress meeting, negotiated and prepared final change orders documentation, review of shop drawings and O&M manuals, prepared RFI responses, led project start-up effort, review of as-built drawings, and warranties.

**U.S. INTERNATIONAL BOUNDARY AND WATER COMMISSION WASTEWATER TREATMENT PLANT, SAN YSIDRO, CA | PROJECT ENGINEER AND ASSISTANT RESIDENT ENGINEER** | The project included design and construction of a new wastewater treatment plant and collection facilities that served as a long-term solution for treatment of wastewater flows originating in Tijuana, Mexico. Responsibilities included: Prepared San Diego APCD permits, prepared treatment plant storm water NPDES permit, developed a one-year sampling and analysis pro-gram for wastewater characterization, developed wastewater treatment plant design criteria, evaluated effluent concentrations to meet California Ocean Plan limitations, design of odor control facilities, review of construction schedule and updates, conducted weekly construction progress meeting, review of certified payment, negotiate and prepared final change order documentation, review of as-built drawings, and warranties.



## Jayce Waldren

---

### Senior Civil/Mechanical Inspector

#### Certifications

40-Hour Hazwoper Certification Training Course  
CAL OSHA 30-hour Safety Training  
Certified Operator Powered Industrial Trucks and  
Aerial Lifts  
Qualified Rigger for Rigging Safety and Procedures

CPVC Pipe Certification  
3G Welding Certification, qualified to weld flat,  
horizon, and vertical up

#### Years of Experience

26 years

---

### Professional Summary

Jayce has over 26 years of construction experience including underground, underground utilities, and general construction. He has a wide range of skills and experience including operating heavy equipment, framing, plumbing, electrical, excavating, backfill and grading, and traffic control. His knowledge and experiences allow him to maintain a safe work environment by identifying safety hazards and properly operating and maintaining a variety of equipment. Jayce's attention to detail and ability to effectively communicate with team members ensures project specifications are met while meeting project deadlines. His hands-on experience results in an expert-level understanding of all aspects of construction allowing him to perform the highest quality inspection services.

### Project Experience

**WATER AND WASTEWATER INFRASTRUCTURE DESIGN FOR THE TESORO VIEJO COMMUNITY DEVELOPMENT, RIVER INTAKE (COMMON DIVERSION FACILITY), TESORO VIEJO, INC., MADERA, CA | INSPECTOR/SITE OBSERVATION** | Providing construction observation and inspection services for the Common Diversion Facility. Responsibilities include daily inspection reports, photographs, documentation. Serves as the "eyes and ears" for our client. The project includes replacement of the existing river intake with a new 5,000 gpm river intake within the San Joaquin River. Project components include: state-of-the-art fish screen technology, 36-inch steel intake pipe, submersible vertical turbine pumps, County/CSA-16 turnout, demolition and a removal of existing intakes and pumping facilities; cove fill and riverbank restoration. Responsible for the design and preparation of design documents. Established pipeline, fish screen and pipeline design criteria and evaluated intake location alternatives. Provided CEQA support for technical project aspects and responsible for overall project description in support of CEQA; supported multi-agency permitting efforts and served as the technical representative for TV in support of permit acquisition; responsible for preliminary and final design and engineering services during construction.

**BOSS ENGINEERING, WOODLAND, CA** | Responsibilities included commercial, industrial and residential plumbing and fire protection; trenching and backfilling; operating large equipment, including backhoe, excavator and skid steer; grading and leveling education.

**MYERS AND SONS CONSTRUCTION, SACRAMENTO, CA** | Underground/underground utilities and general construction duties included:

- Ensuring every project is met following code specs from start to finish
- Logging daily reports and track
- Attending weekly management meetings
- Read, review, and manage blueprints, RFI's, change order and submittals

- Maintaining a safe work site and complete job requirements in a timely manner
- Underground construction including sewer, water (potable and non-potable), waste, agriculture, pump stations, new and rehabilitation
- Operating and maintaining a variety of power tools and large equipment
- Conducting job bids and estimates for upcoming projects
- Training new employees
- Managing written communication between owner and contractor

**PROMINENT PLUMBING, WOODLAND, CA** | Conducted weekly safety meetings, operated large equipment including backhoes and excavators for digging trenches, backfilling and grading. Conducted job bids and estimates for upcoming projects.

**INTERSTATE COMPANIES, WOODLAND, CA** | Construction responsibilities included:

- Conducted job bids for upcoming projects
- Read and understand data, blueprints, and specifications
- Knowledge of building codes for installation, maintenance and construction
- Developed project design including ADA accessibility and local and state building codes
- Operated and maintained a variety of power tools and large equipment
- Framing using both wood and metal studs, demolition, sheet rock, taping, painting, electrical
- Wall and fence construction including masonry, wood, chain-link and welded wire
- Experience with using shearing, plasma-cutting and metal-forming machine tools to convert raw materials
- Knowledge of asphalt paving process and repairs
- LB & Dewalt flat/sloping lasers to locate grade: cut grade, establish drainage, slope and fall
- Installed and removed traffic control barricades, cones, and lights
- Painted and installed traffic markings on streets, crosswalks, curbs, and parking lots
- Aggregates, backfilling and grading
- Used desktop database software to enter/edit data
- Interpreted all federal, state and university rules, regulations, and policies
- Prevented interruptions and fines by enforcing and meeting codes
- Maintained a safe work environment and identified improvements needed

## Phil Sanders

### Senior Electrical Inspector

#### Certifications

California General Electrician Certification  
(E150135)  
Medium Voltage Certification, AVO Training #517  
(MVCT-T)  
OSHA 30 Certified  
Confined Space Certified

OP2 Awareness Certified  
HAZWOPER 24 Certified  
NFPA 70E Trained  
First Aid/CPR/AED Certified  
Construction Management Trained

#### Years of Experience

45 years

### Professional Summary

Phil has over 45 years of experience in many facets of construction including electrical, generation, transmission, civil, and structural. He has a wide range of skills and experience including low/medium voltage, industrial electrical, Hydro Power electrical, underground utilities, fire alarm, on-site inspections, and equipment commissioning. Phil's has stellar project and construction management skills with great attention to detail and the ability to effectively communicate with team members to ensure project specifications are met while meeting project deadlines.

### Project Experience

#### **WATER QUALITY CONTROL PLANT WET WEATHER AND DIGESTERS IMPROVEMENTS**

#### **CONSTRUCTION MANAGEMENT SERVICES, CITY OF SOUTH SAN FRANCISCO, SOUTH SAN**

**FRANCISCO, CA | CONSTRUCTION INSPECTOR |** Provided construction support for the \$49M improvements project to rehabilitate and upgrade the secondary treatment and solids handling facilities. Work includes digester demolition and new construction, digester control building rehabilitation, rehabilitation of aeration basins, addition of a secondary clarifier and two storm water pump stations.

#### **CITY OF SAN MATEO CLEAN WATER PROGRAM, SAN MATEO, CA | CONSTRUCTION INSPECTOR |**

**Project electrical inspector for the** \$950M City of San Mateo Clean Water Program. Project elements include replacing, upsizing or rehabilitating 260 miles of pipelines ranging from 6"- 39" in diameter and upgrading 24 sanitary sewer lift and pump stations.

#### **SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION, LAS GALLINAS**

#### **VALLEY SANITARY DISTRICT (LGVSD), SAN RAFAEL, CA | CONSTRUCTION INSPECTOR |**

Expansion for LGVSD includes new anoxic/aeration basin with new primary and internal recycle pump stations. New electrical bldg. and all new electrical equipment with 1.5 megawatt genset and transfer switch.

#### **HEXAVALENT CHROMIUM (CR VI) COMPLIANCE WATER SYSTEM PROJECT ENGINEERING**

#### **SUPPORT AND CONSTRUCTION SERVICES CITY OF, NEWMAN, CA | CONSTRUCTION INSPECTOR |**

The Cr VI Compliance project includes a new well, storage tank, booster pump station, electrical building, Back up genset with load bank, and two chemical feed buildings.

#### **HYDRO ELECTRIC POWER PLANT RENOVATION & RESTORATION, PHASE 2, HGH ELECTRIC, CA |**

#### **ELECTRICAL SUPERINTENDENT/PROJECT MANAGER |**

The project included: complete rewire of 122 Megawatt, 4 unit power generating/pumping plant, all PLC cabinets, AVR's, Digital Governor control







be deemed a part of the Master Agreement and except as otherwise provided under this Third 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 Third Amendment and the provisions of the Master Agreement, the provisions of this Third Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 4. The Master Agreement as amended by way of this Third Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Third Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Third 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 Third Amendment to be executed on the day and year first appearing above.



**CITY:**

# City of San Fernando

DocuSigned by:  
*Nick Kimball*  
By: 1041FC9C27C7499...  
Nick Kimball  
City Manager  
Date: 01/19/2022 | 4:17 PM PST

**APPROVED AS TO FORM**

DocuSigned by:  
*Richard Padilla*  
By: 9E6768364A9F4FC...  
Name: Richard Padilla  
Title: Assistant City Attorney  
Date: 01/19/2022 | 4:05 PM PST

## CONSULTANT

## John Robinson Consulting

DocuSigned by:  
By: John Robinson  
E3F65A8C65B8445...

Name: John Robinson

Title: Principal

Date: 01/19/2022 | 4:01 PM PST

**EXHIBIT A**

**Additional Scope of Services**



December 2, 2021

Mr. Manuel Fabian  
Civil Engineering Assistant II  
City of San Fernando  
117 Macneil Street  
San Fernando CA 91340

**Reference: Upper Reservoir Replacement Project Amendment No. 3-Contract No. 1912**

Dear Mr. Fabian:

John Robinson Consulting, Inc. (JRC) is submitting this Amendment No. 3 for Contract No. 1912 to the City of San Fernando (City) for the Upper Reservoir Replacement Project as additional effort has been required by our traffic control subconsultant (JMD) to support LADOT, reimburse JRC for two Developer Fees for LADOT to review the traffic control plans and additional scope to support the re-bid of the project which includes the additional design services, bid services and project management will be require additional compensation for Kennedy Jenks (KJ). The following outlines the additional scope of services by discipline (Civil, Traffic Control and Project Management), project schedule and requested additional compensation.

### Additional Scope of Services:

### Task 1.1 – Data Review

JMD will gather available electronic base topographic files and as-built plans from LADOT to verify the existing topography and proposed improvements. JMD will prepare preliminary base plans from the topographic files and verification of existing features relevant to the proposed task during field reviews. For the purposes of this proposal, we have assumed that detailed survey will not be required by LADOT and is therefore not included in this proposal. However, typical topographic files do not comprehensively extend to the limits required for traffic signal design. For this reason, JMD anticipates the additional topographic features for purposes of traffic signal design will be included via field reviews and measurements.

**Task 2.3 – 100% Design Documents and Task 2.8 – Bidding Assistance**

Kennedy Jenks (KJ) will be provided assistance by providing additional design services and bid service to assist JRC and City. This includes specifically:

- A review and summary email regarding the cost estimate prepared for final design, assessing whether the City may need to set aside money from their capital program for this project.
- Outreach to up to 10 contractors to encourage them to bid on the project
- Incorporation of the prior addenda into the construction documents and modification to align with the new bid schedule, revising deadlines and bid site walk date and time, and changed schedule of the project.
- Attending the bid walk with one person.
- Answer Bidder questions



Mr. Manuel Fabian, Civil Engineering Assistant II

- 2 -

- Prepare up to two addenda

***Assumption:***

- A maximum of two addenda will be issued.
- A maximum of 25 bidder questions will be issued
- KJ contractor outreach will consist of contacting up to 10 General Contractors

## **Task 2.4 – Traffic Control Plans**

- **LADOT Coordination/Permit** - Since the site is located within the City of Los Angeles, the temporary traffic signal design format and standards shall conform to LADOT guidelines. The plan will be coordinated with LADOT staff and submitted for review and approval. JMD anticipates this plan to be included within the current B-Permit application. JMD will attend up to one (1) additional project coordination meeting with the Design Team and Agency staff to discuss temporary traffic control design and coordination issues.

- **65% Temporary Traffic Signal Plan**

- JMD anticipates one title sheet and one temporary traffic signal plan sheet is required. This results in two (2) temporary traffic signal plan sheets, in AutoCAD format and at a scale of 1"=20', illustrating the plan view of the proposed temporary traffic signal design for construction activities within the subject intersection. The draft temporary traffic signal design will be based on existing conditions and the proposed improvements within public street limits.

- **65% Traffic Control Plan**

JMD will prepare and submit one additional traffic control plan sheet as required to address the latest LADOT comments from November 22th. The additional traffic control plan sheet is needed to accommodate approximately 1,500 feet of additional topographic base mapping for both the west construction limits for Stage 2. The plan will be in AutoCAD format and at a scale of 1"=40', illustrating the plan view of the proposed traffic control design for construction activities within the subject intersection. The design includes providing a ped path around the work zone, maintaining the bike lanes, and providing a curb ramp detail. The traffic control design will be based on existing conditions and the proposed improvements within public street limits.

- **65% Traffic Signal Restoration Plan** - JMD will prepare and submit a draft Traffic Signal Restoration plan as indicated on LADOT's submittal checklist. The plan will be prepared per LADOT requirements and focus on the restoration of the existing traffic signal once the construction activities due to the proposed temporary traffic signal design are completed. This results in two (2) traffic signal restoration plan sheets, in AutoCAD format and at a scale of 1"=20', illustrating the plan view of the restoration of the existing traffic signal design within the subject intersection.
- **65% Field Review Log, Photo Log and Map**

JMD will prepare and submit draft field review logs, photo logs, and maps as required by LADOT for the additional topographic base mapping. These items will be prepared per LADOT requirements and focus on the proposed temporary traffic signal design for construction activities within the subject intersection as well as proposed temporary traffic control design for construction activities within Stage 2.

- **Incorporate Comments and Submit 100% Plans** - After preliminary review and comments by the City/Agency, JMD will incorporate the changes and submit the 100% temporary traffic signal plan package and the 100% temporary traffic control plan package to LADOT for City/Agency approval.
- **Incorporate Comments and Submit Final Plans** - After final review and comments by the City/Agency, JMD will incorporate the changes and submit the final temporary traffic signal plan package and the final temporary traffic control plan package to LADOT for City/Agency approval.

***Deliverables:*** JMD will prepare and submit one (1) 65%, one (1) 100%, and one (1) final submittal consisting of one (1) original set of temporary traffic signal plans and temporary traffic control plans. The deliverables will be sent to LADOT for review, comment and approval.

**Assumptions:**

- No additional permitting is anticipated.
- The only impacted jurisdictions include the Cities of Los Angeles and San Fernando.
- Utility relocation plans and utility notices are not included.
- JMD will utilize existing electronic topographic mapping from LADOT for formatting and content conformance.
- No additional plans/forms/documents/permits are anticipated.
- Only three (3) meetings assumed for the entire project.

## **Task 2.6 – Permitting Support**

JRC will pay the Developer Fee to LADOT for the review of the Traffic Control Plan outlined in Task 2.4 – Traffic Control Plans.

## Task 4.1 Project Management and Administration

- JMD will attend up to two (2) additional project coordination meetings with the Design Team and City staff to discuss temporary traffic signal design and coordination issues.
- KJ will provide project management support for an additional 3 months in order to complete the bidding support to assist the City to award the project to a successful Contractor.

Mr. Manuel Fabian, Civil Engineering Assistant II

- 4 -

**Project Schedule** - The additional scope of services has extended the project an additional 3 months.

**Additional Compensation** - Attached is a Table 1 fee breakdown of our fee for each discipline. The fee will be on a time and materials basis, not to exceed \$67,785.51.


Table 1 - Compensation City of San Fernando - Upper Reservoir Replacement Project							
Task	Project Tasks	John Robinson Principal	Total Hrs	Permit Fees	Subs	Total Labor	TOTAL FEES
		\$150					
1.1	Data Review	0	0	\$0	\$ 1,093	\$0	\$ 1,093
2.3 and 2.8	100% Design Documents and Bidding Assistance	0	0	\$0	\$15,000	\$0	\$ 15,000
2.4	Traffic Control Plans	0	0	\$0	\$26,649	\$0	\$ 26,649
2.6	Permitting Support	0	0	\$21,076.51	\$ -	\$0	\$21,076.51
4.1	Project Management	0	0	\$0	\$ 3,967	\$0	\$ 3,967
	<b>Total Hours</b>	0	0	\$21,076.51	\$46,709	\$0	\$67,785.51
	<b>Total Not-to-Exceed Fee</b>						<b>\$67,785.51</b>

Per the April 9, 2019 proposal, JRC will not mark-up any of our Project Team invoices and pass those savings back to the City.

Should you have any questions or require any further information, please do not hesitate to John Robinson at [jrobinson@johnrobinsonconsulting.com](mailto:jrobinson@johnrobinsonconsulting.com) or at the office at (626) 375-9389.

Respectively,

John Robinson Consulting, Inc.

  
John Robinson, Principal



**PACIFIC HYDROTECH CORPORATION**  
**UPPER RESERVOIR REPLACEMENT PROJECT, JOB NO. 7613**

THIS CONSTRUCTION CONTRACT (hereinafter, the “Agreement”) is made and entered into this 4th day of April 2022 (hereinafter, the “Effective Date”) by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, “CITY” or “Owner”) and PACIFIC HYDROTECH CORPORATION (hereinafter, “CONTRACTOR” or “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 as appropriate.

## RECITALS

WHEREAS, CITY requires construction services for UPPER RESERVOIR REPLACEMENT PROJECT, JOB NO. 7613 (hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on December 16, 2021; and

WHEREAS, following the opening of bids on February 22, 2022, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the City Council of the City of San Fernando approved the award of this Contract to CONTRACTOR at its Regular Meeting of April 4, 2022 under Agenda Item No. 8.

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

## 1.

## THE CONTRACT DOCUMENTS

- 1.1 The complete Contract consists of the following documents (“Contract Documents”) which are incorporated in this Contract by their reference:
- a) The competitive bids solicitation packet entitled “Upper Reservoir Replacement Project No. 7613, Plan No. P-733 issued December 16, 2022, inclusive of the Invitation to Bid entitled “00010 Invitation to Bid” dated, December 16, 2021 (hereinafter, the “Bid Solicitation Packet”);
  - b) CONTRACTOR’s submitted Bid Proposal, Document Number 00300, dated February 22, 2022, which is attached hereto as **Exhibit “A”**;
  - c) CONTRACTOR’s submitted Designation of Subcontractors, Document Number 00430 dated February 24, 2022, which is hereto as **Exhibit “B”**;

# CONSTRUCTION CONTRACT

- d) This Contract (Contract No. 2063);
- e) CONTRACTOR's Bid Bond dated February 14, 2022, which is attached hereto as **Exhibit "C"**
- f) CONTRACTOR's Payment Bond No. 0242258113, dated March 28, 2022, a true and correct copy of which is attached hereto as **Exhibit "D"**;
- g) CONTRACTOR's Performance Bond No. 024258113, dated March 28, 2022, a true and correct copy of which is attached hereto as **Exhibit "E"**;
- h) , CONTRACTOR's Certification Regarding Worker's Compensation, which is attached and incorporated hereto as **Exhibit "F"**;
- i) CONTRACTOR's submitted Non-Collusion Declaration, dated February 23, 2022 which is attached and incorporated hereto as **Exhibit "G"**;
- j) All Drawings;
- k) Specifications set forth in the Bid Solicitation Packet;
- l) Supplementary and Special Conditions to the Bid Solicitation Packet, if any;
- m) All documents made a part of this Contract under the terms of the Bid Solicitation Packet; and
- n) All addenda, including Addendum No. 1 dated December 22, 2021; Addendum No. 2 dated January 3, 2022; Addendum No. 3 dated February 2, 2022; and Addendum No. 4 dated February 14, 2022;
- o) All Change Orders, if any, approved by CITY in compliance with terms of the Contract, the San Fernando Municipal Code and applicable State law.

## 11.

## WORK TO BE PERFORMED

2.1 The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, UPPER RESERVOIR REPLACEMENT PROJECT, JOB NO. 7613, Plan No. P-733 as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the Work performed and completed as required in the Contract Documents under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Contract the following named person: The Director of Public Works and Utilities.

The Work is generally described as follows:

The replacement of an existing 1.0 MG circular concrete reservoir as shown in the Drawings and more fully described in Section 01010 Summary of Work Article 1.01 Work Covered by Contract Documents.





## CONSTRUCTION CONTRACT

CONTRACT NO. 2063

Upper Reservoir Replacement Project, Job No. 7613

Page 4 of 7

---

- b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

Pacific Hydrotech Corporation  
Attn: Joselito Guintu  
314 E. 3<sup>rd</sup> Street  
Perris, CA 92570  
Phone No.: (951) 943-8803

- c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

### VI.

#### LIQUIDATED DAMAGES

- 6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Ten Thousand Dollars (\$10,000) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.
- 6.2 It is agreed by the parties to this Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Contract Documents, or within any time extensions that may have been granted, damage will be sustained by the City; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the City as damages the amount set forth for each and every day's delay in finishing the Work in excess of the number of days specified. Liquidated damages shall be paid at a rate of ten thousand dollars (\$10,000) per day unless otherwise stated in the Contract Documents. The parties expressly agree that the liquidated damage clause found in the Contract Documents is reasonable under the circumstances existing at the time the Contract was made. The City shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.
- 6.3 In addition, the City shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the City of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.









# BID PROPOSAL

Page 180 of 670

Contractor's License Number: 518355

Classification: A , B

Expiration Date: 9/30/2023



**EXHIBIT "B"**

DOCUMENT NUMBER 00430

## DESIGNATION OF SUBCONTRACTORS

### DESIGNATION OF SUBCONTRACTORS

In compliance with Sections 4100-4114 of the California Public Contract Code each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. (Attach additional forms as necessary)

Name Subcontractor	Street Address of Shop, Mill or Office	Types of Work/Category of Contract	\$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number/ Type/Exp. Date
TEAM WEST CONTRACTING	1733 VISTA AVE BLOOMINGTON, CA 92316	FENCING	\$226,224.-	100768825	934352 A/C-13 6/30/2023
STANDARD DEMOLITION	1905 LIRIO AVE. VENTURA, CA 93004	DEMOLITION	\$78,340.-	1000047290	1020712 C-21 11/30/2022
VERTICAL HORIZON SCAFFOLD	11316 N. WOODSIDE AVE. SUITE H. SANTA FE, CA 92071	DECK SHIPING	\$158,000.-	1000631058	1002142 C-61/D-39 3/31/2023

If no subcontractors will be used, write "None" here:

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 24TH day of FEBRUARY, 2022, in Perris, California.

By:

Contractor Company Name: Pacific Hydrotech Corporation

**SUBCONTRACTOR FORM MUST BE RETURNED WITH BID**

CMC REBAR 5425 INDUSTRIAL PKWY. REBAR #410,943.-  
SAN BERNARDINO, CA  
92401

1000000298

778010 C-60  
4/30/2022

00430 - 1

### Designation of Subcontractors



DOCUMENT NUMBER 00430

## DESIGNATION OF SUBCONTRACTORS

## DESIGNATION OF SUBCONTRACTORS

In compliance with Sections 4100-4114 of the California Public Contract Code each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. (Attach additional forms as necessary)

Name Subcontractor	Street Address of Shop, Mill or Office	Types of Work/Category of Contract	\$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number/ Type/Exp. Date
WHEELER PAVING	2734 AVALON ST. RIVERSIDE CA 92507	AC PAVING & SITE CONCRETE	\$43,994.-	1000002223	639771 A 4/30/2023
NATIONAL COATING & LINING	26713 MADISON AVE. MURKETA, CA, 92502	COATINGS & WATERPROOFING	\$140,719.-	1000013795	886430 C-33/C-61 D-12/A 10/31/2022
MARINA LANDSCAPE	3707 W. GARDEN GROVE BLVD. ORANGE CA 92668	LANDSCAPING	\$146,792.-	1000000079	492862 A/B/C-27 C-29/C-36/C-61/ D-49/D-59 6/30/2022

If no subcontractors will be used, write "None" here:

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 24<sup>TH</sup> day of FEBRUARY, 2022, in Perris, California.

Byz

Contractor Company Name: Pacific Hydrotech Corporation

**SUBCONTRACTOR FORM MUST BE RETURNED WITH BID**

FAITH ELECTRIC 1980 ORANGETREE LN. ELECTRICAL? \$227,540.- 1000711046 9/26/28 C-10/  
SUITE #106, REDLANDS, INSTRUMENTATION C-31 9/30/2022  
CA, 92374

00430 - 1

### Designation of Subcontractors



BID BOND

THAT WE, THE UNDERSIGNED, Pacific Hydrotech Corporation, as principal;  
and Liberty Mutual Insurance Company, as Surety, are hereby held and bound unto the  
CITY OF SAN FERNANDO, hereinafter "City" or "Owner", in the sum of  
Ten Percent of Amount Bid dollars(\$ 10%), which sum is equal to at least  
ten percent (10%) of the total amount of the Bid for the Work, payment of which sum, well and  
truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the construction of: **Upper Reservoir Replacement Project**

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternative,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of a Contract attached hereto (all completed in accordance with said Bid and Contract), and shall in all other respects perform the agreement created by the acceptance of said Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 14th day of February, 2022, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

---

(Address)

Anten

Maria Guise, Witness  
701 B Street, 6th Floor, San Diego, CA 92101

(Address)

Pacific Hydrotech Corporation

JOSE LITO GUINTA Affix

(Individual Principal)

314 East 3rd Street, Perris, CA 92570

(Business Address)

Liberty Mutual Insurance Company

(Individual Principal) Surety

790 The City Drive South, Suite 200, Orange, CA 92868

(Business Address)

Lawrence F. McMahon, Attorney-in-Fact

END OF BID SECURITY



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of RIVERSIDE

On February 24, 2022

Date

before me, KRISTINE LEW, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared JOSELITO GUINTU

Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

*Kristine Lew*

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: BID BOND

Document Date: 02-14-2022

Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Joselito Guintu

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: PACIFIC HYDROTECH CORPORATION

Signer's Name: NONE

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

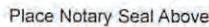
Signer is Representing: \_\_\_\_\_



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

County of San Diego

personally appeared \_\_\_\_\_ Lawrence F. McMahon  
Name(s) of Signer(s)



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

Signature Maria Guise  
Signature of Notary Public Maria Guise

## OPTIONAL

Description of Attached Document

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing:  
Surety Company

<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____	<div style="background-color: black; color: white; text-align: center; padding: 5px;"><b>RIGHT THUMBPRINT OF SIGNER</b></div> <div style="text-align: center; padding: 5px;">Top of thumb here</div>
---	--

Signer is Representing:





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8204402-024019**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dele G Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Minna Huovila; Sarah Myers; Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 22nd day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of March, 2022.

Lawrence F. McMahon, Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.



## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of RIVERSIDE

On MARCH 29, 2022 before me, KRISTINE LEW, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared J. KIRK HARNIS

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

### OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: 03/28/2022

Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: J. KIRK HARNS

☒ Corporate Officer – Title(s): PRESIDENT

☐ Partner – ☐ Limited ☐ General☐ Individual

☐ Attorney in Fact

☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing: PACIFIC HYDROTECH CORPORATION

Signer's Name: NONE

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General☐ Individual

☐ Attorney in Fact

☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing: \_\_\_\_\_



## Civil Code § 1189

Page 191 of 670





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8204402-024019**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Minna Huovila; Sarah Myers; Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 22nd day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**EXHIBIT "E"**

**BOND NUMBER: 024258113**  
**PREMIUM: \$40,365.00**  
 Subject to adjustment based  
 on final contract price.

## PERFORMANCE BOND

The CITY OF SAN FERNANDO, hereinafter "City," entered into a Contract dated \_\_\_\_\_, 20\_\_\_\_ with ~~Pacific Hydrotech Corporation~~ hereinafter Contractor," for the work described as follows:

## UPPER RESERVOIR REPLACEMENT PROJECT

WHEREAS, said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract; and

WHEREAS, the Contract is by reference made a part hereof.

NOW, THEREFORE, we, Pacific Hydrotech Co oration, the undersigned Contractor, as Principal, and Liberty Mutual Insurance Company [corporate surety], a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City\* in the penal sum of [WRITTEN NUMBER] [(NUMBER)], lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. \*of San Fernando

\*\* Five Million Eight Hundred Ninety Thousand and 00/100 (\$5,890,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above-bounded Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and perform the covenants, conditions, and agreements in said Contract and any alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the above-bounded Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.



## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of RIVERSIDE

On MARCH 29, 2022

before me, KRISTINE LEW, NOTARY PUBLIC

Date \_\_\_\_\_

Here Insert Name and Title of the Officer

personally appeared J. KIRK HARNIS

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary Public

### OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: 03/28/2022

Number of Pages: 2

Signer(s) Other Than Named Above:

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

Signer's Name: J. KIRK HARNS

☒ Corporate Officer – Title(s): PRESIDENT

☐ Partner – ☐ Limited ☐ General☐ Individual

☐ Attorney in Fact

☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing: PACIFIC HYDROTECH CORPORATION

Signer's Name: NONE

☐ Corporate Officer – Title(s):☐ Partner – ☐ Limited ☐ General☐ Individual

- Attorney in Fact

☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On MAR 28 2022 before me, Maria Guise, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared \_\_\_\_\_ Lawrence F. McMahon  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public Maria Guise

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

**Description of Attached Document**

Title or Type of Document:

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

\_\_\_\_\_  
 Signer(s) Other Than Named Above:

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Signer is Representing:  
Surety Company

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

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

RIGHT THUMBPRINT  
OF SIGNER

**Signer is Representing:**





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8204402-024019**

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dale G. Harshaw, Geoffrey Shelton, Janice Martin, John R. Qualin, Lawrence F. McMahon, Minna Huovila, Sarah Myers, Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 22nd day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



DOCUMENT 00480

## NON-COLLUSION DECLARATION

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

**The undersigned declares:**

I am the V.P. of Pacific Hydrotech Corp., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/23/2022 [date], at Perris [City], CA [state].

Bidder's Name (Printed): JOSEPH GUINTU

Bidder's Signature: \_\_\_\_\_  
(Same Signature as on Proposal)

Bidder's Title: VICE PRESIDENT


DOCUMENT NUMBER 00414

SECURITY FOR COMPENSATION CERTIFICATE  
(To be submitted with Bid)  
(Required by Section 1861, California Labor Code)

TO: City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

performance of the work of this contract.

  
(Signature of Bidder)

JOSEITO QUINTU  
(Type or Print Name)

VICE PRESIDENT  
(Title)

Pacific Hydrotech Corporation  
(Company)  
314 E 3rd Street, Perris, CA 92570  
(Business Address)

1836 LUCY LANE, CORONA CA 92879  
(Place of Residence)

END OF SECURITY FOR COMPENSATION CERTIFICATE



(Parties: CITY OF SAN FERNANDO and PACIFIC HYDROTECH CORP.)

**1. Section 3 – Partial and Final Payment**

“City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of Work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The estimate will be based on the Contract Unit Prices. City shall retain five percent (5%) of such estimated value of the Work done, as defined in the California Code, Public Contract Code - PCC § 9203, and eighty percent (80%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the Contract by the Contractor, and shall monthly pay the Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. The amount withheld will be retained by City until acceptance of the performance of the Contract by the City Council. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when in his/her judgment, the total value of the Work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).”

(b) Entire Agreement. The Agreement, together with this Addendum No. 1, embodies the entire understanding between District and Arion with respect to its subject matter and can be changed only by an instrument in writing signed by District and Arion.



*This Page  
Intentionally  
Left Blank*





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
**By:** Wendell Johnson, Director of Public Works

**Date:** November 28, 2023

**Subject:** Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for Reservoir 2A/5 Site Improvement Project, Job No. 7611, Plan No. P-738

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the improvements as constructed by FS Contractors, Inc., (Contractor) and consider the work completed;
- b. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention (\$22,069) after the 35-day lien period from the date the Notice of Completion is recorded.

### BACKGROUND:

1. On July 14, 2022, the City Clerk received and opened one (1) bid, for the Reservoir 2A/5 Site Improvements Project.
2. Staff analyzed the bid and on July 24, 2022, determined that the bid from Contractor met all the requirements stated in the bid packet and was qualified to perform the work.
3. On August 1, 2022, the City Council awarded Contract No. 2092 to the Contractor in the amount \$364,125 and authorized the City Manager to approve change orders up to an amount not to exceed 10% of contract.
4. On September 20, 2022, the City issued a Notice to Proceed to the Contractor.
5. On June 9, 2023, the Contractor completed the project.



**Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for Reservoir 2A/5 Site Improvement Project, Job No. 7611, Plan No. P-738**

Page 2 of 3

---

6. On September 5, 2023, the City Council approved an amendment to Contract No. 2092 increasing the original project budget by \$40,834 to cover the cost of extra work performed by the Contractor, which was in excess of the project contingency.

**ANALYSIS:**

In November 2009, Groundwater Well No. 3 was taken offline due to elevated nitrate levels and it has remained inactive to date. The increased nitrate levels also impacted the productivity of Groundwater Well No. 2A. In April 2022, high nitrate levels prompted the shutdown of Well No. 2A. Consequently, the City had to import water from Metropolitan Water District (MWD) to meet its water demands until an effective nitrate treatment system could be established for the City's groundwater wells.

To reactivate Groundwater Well No. 3, the City procured the treatment system from Envirogen Technologies in late 2022. This system mirrored the treatment technology utilized for Well No. 7A. During the four-year span following the purchase of the Well No. 7A system, Envirogen Technologies had innovated and refined their original treatment systems.

Before the new treatment system could be constructed and installed, significant infrastructure improvements were required at the 12900 Dronfield Avenue site. Site improvements included extending an existing concrete pad to place the new nitrate treatment unit, performing several electrical improvements and upgrade existing panels, rerouting existing water lines, and modifying the gate at the entrance of the property. These improvements were necessary in order to receive the new nitrate treatment system. Additional valves and pipeline improvements were performed for interconnecting Wells 3 and 7A through the Ion Exchange treatment systems, ensuring their seamless and synchronized functionality.

Moreover, the Contractor ensured that the treatment system was operational upon completion of project. Despite facing additional work and weather-related delays, the City's Water Division closely monitored the project, and ensured that work was performed to the Water Division's satisfaction. There had to be construction, valves and pipeline enhancements that were vital to interconnect both Wells 3 and 7A water thru the Ion Exchange treatment systems, rendering them functional in tandem. Without these enhancements, water pumped from the wells would not pass through the treatment systems properly.

The initial scope of the work included work site improvements consisted of extending to extend an existing concrete pad to place the new nitrate treatment unit, performing several electrical improvements and upgrades to existing panels, rerouting reroute existing water lines, and modifying the gate at the entrance of the property. These improvements were necessary in order to receive the new nitrate treatment system. Additionally, the Contractor made connections to the nitrate treatment system by performing modified piping and electrical system improvements and ensuring that the treatment system was operational upon completion of construction. The additional work and weather delays also caused the project to take longer than expected.

**Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for Reservoir 2A/5 Site Improvement Project, Job No. 7611, Plan No. P-738**

Page 3 of 3

---

**BUDGET IMPACT:**

The original contract awarded for the project specified a not to exceed amount of \$400,538; this amount included a 10% contingency of \$36,413. Additional work assigned to the contractor exceeded the approved contingency amount resulting in an additional funding need of \$40,834. The total cost to bring this project to completion was \$441,372. Both the original appropriation for this project and the additional funding need came from Water Funds.

**CONCLUSION:**

Staff recommends that the City Council accept the improvements as constructed by FS Contractors, Inc., consider the work completed, authorize the issuance and filing of the "Notice of Completion," and authorize the release of the five percent retention (\$22,069) after the 35-day lien period from the date the Notice of Completion is recorded.

**ATTACHMENT:**

A. Notice of Completion

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

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

**ATTACHMENT "A"**

Space Above This Line Reserved For The Recorder's Use

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

## NOTICE OF COMPLETION

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

1. **NOTICE IS HEREBY GIVEN THAT:** work on the Reservoir 2A/5 Site Improvement project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Project construction improvements consisted of installation of electrical conduit, installation of ductile iron pipe, concrete work, and other appurtenant work.
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: 12900 Dronfield Avenue, Sylmar, CA 91342
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on June 9, 2023
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** FS Contractors, Inc., 14838 Bledsoe Street, Sylmar, CA 91342
8. **DECLARATION:** I, Wendell Johnson, duly appointed Director of Public Works of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Wendell Johnson  
City of San Fernando, California

\_\_\_\_\_  
Date

### ACKNOWLEDGMENT

State of California                    )  
County of Los Angeles            )

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

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

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

WITNESS my hand and official seal.

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

(Seal)





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

**From:** Nick Kimball, City Manager  
**By:** Wendell Johnson, Public Works Director  
Carlos Hernandez, Assistant to the City Manager

**Date:** November 28, 2023

**Subject:** Receive and File an Update on Water Treatment Projects and Re-appropriate State Grant Funds to Cover the Cost of Importing Water While Completing Current Water Treatment Projects

### RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file an update on current water treatment projects; and
- b. Adopt Resolution No. 8276 approving the re-appropriation of \$1,250,000 in State grant funds to cover the cost of importing water while completing current water treatment projects.

### BACKGROUND:

1. On November 1, 2021, the City Council approved a contract with Envirogen Technologies in the amount of \$1,652,110 to design and install an Ion Exchange nitrate removal system at Well 3, which has been shut down since November 2009 due to high nitrate levels.
2. On April 13, 2022, the City shut down Well 2A for elevated nitrate levels, which required the City to begin importing water from the Metropolitan Water District (MWD) to meet demand.
3. On June 21, 2022, through the adoption of the Fiscal Year (FY) 2022-2023 budget, the City Council approved \$1,250,000 from the Water Fund reserve balance to cover the additional cost of importing water from MWD through December 2022, while the Well 3 Ion Exchange nitrate removal treatment system was being completed.
4. On August 1, 2022, the City Council approved a contract with FS Contractors, Inc., in the amount of \$400,538 to make site improvements to accommodate the new Well No. 3 Ion Exchange System, bringing the total budget for the Well No. 3 Treatment System Project to \$2,052,648.



**Receive and File an Update on Water Treatment Projects and Re-appropriate State Grant Funds to Cover the Cost of Importing Water While Completing Current Water Treatment Projects**

Page 2 of 3

---

5. On March 20, 2023, the City Council approved appropriations for a \$7,000,000 grant from the State Water Resources Control Board, of which \$5,000,000 was authorized for the Well No. 2A nitrate removal treatment system project and the remaining \$2,000,000 towards Well No. 3 to continue importing water from MWD to meet demand.
6. On June 27, 2023, the state of California adopted their Fiscal Year 2023-2024 budget, which included an additional appropriation of \$3 million to fund San Fernando's water treatment systems per the budget request championed by Senator Caroline Menjivar.

**ANALYSIS:**

The purpose of a water treatment system is to ensure that the water supplied to homes, businesses, and industries is safe, clean, and free from harmful contaminants. It plays a pivotal role in purifying raw water from natural sources (i.e. groundwater) by removing impurities, microorganisms, pollutants, and other harmful substances. Water treatment typically involves several processes such as filtration, sedimentation, disinfection (often using chlorine or other methods), etc., to purify the water. Once treated, the water enters the distribution network, which comprises pipes, pumps, and storage reservoirs, providing safe and potable water to consumers. The water treatment system is a crucial component in ensuring public health, preventing waterborne diseases, and meeting regulatory standards for water quality and safety.

San Fernando treats water from four (4) groundwater wells and has been working to upgrade existing treatment processes to remove increasing nitrate levels found in the Sylmar basin. Over the last 18 months, staff has been working diligently to complete construction of a new Ion Exchange (IX) nitrate removal treatment system (groundwater treatment system). This project became critical following the shutdown of groundwater extraction from Well No. 2A in April 2022 due to elevated nitrate levels in the City's highest producing well. Since that time, staff and the water engineering consultant (CWE) developed a plan for modifications required at the Lower Reservoir site to receive the new Ion Exchange system and awarded a contract to a contractor (FS Contractors) to construct these modifications. During this time, staff has been navigating the complexities of regulations and procedures, working closely with DDW to secure the necessary permits for the system.

On September 6, 2023, the State Water Resources Control Board, Division of Drinking Water's (DDW) staff completed a site inspection of the groundwater treatment system and requested additional testing to be performed prior to approving the permit to operate the water treatment system. Staff is currently performing the additional testing requested by DDW and test results are expected later this November. If the test results are compliant, they will be submitted to DDW for the approval of the operation of the new groundwater treatment system. If the test results do not meet the levels set by DDW, additional corrective actions will be required for the groundwater treatment system until requirements are satisfied.

**Receive and File an Update on Water Treatment Projects and Re-appropriate State Grant Funds to Cover the Cost of Importing Water While Completing Current Water Treatment Projects**

Page 3 of 3

---

Based on this latest information, the new projected date for the activation of the groundwater treatment system is late Fall 2023/early January 2024. Until then, it is necessary to continue importing water from MWD until the Ion Exchange treatment system is permitted and in operation.

**BUDGET IMPACT:**

The estimated costs to cover imported MWD water for San Fernando from August 2023 through December 2023 is \$1,250,000 (\$250,000 per month for five months). The City recommends drawing down an additional \$1,250,000 from the remaining \$5,000,000 in state grant funds from the State Water Resources Control Board (originally secured by former Senator Hertzberg), which will leave \$3,750,000. Additionally, the aforementioned \$3,000,000 in state funding secured by Senator Caroline Menjivar will provide a total of \$6,750,000 available to fund the final treatment system needed to upgrade the water treatment system for Well 2.

**CONCLUSION:**

Staff recommends that the City Council receive the update on Water Treatment Projects and adopt the resolution to re-appropriate funds for water operations to cover anticipated MWD import overages.

**ATTACHMENT:**

A. Resolution No. 8276

**RESOLUTION NO. 8276**

**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 COVER COSTS RELATED TO THE  
IMPORTATION OF WATER FROM THE METROPOLITAN WATER DISTRICT**

**WHEREAS**, the City of 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 cover costs related to the importation of water from the Metropolitan Water District, as well as future costs related to water treatment of groundwater from City-owned extraction wells, as further described in the Agenda Report and its attachments (the "Report"), dated November 28, 2023; 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:

Decrease in Expenditures	
010-385-0857-4600	1,250,000
Increase in Expenditures	
010-384-0857-4600	1,250,000

**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 28<sup>th</sup> day of November, 2023.**

---

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

**ATTEST:**

---

Julia Fritz, City Clerk



CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8276, 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk

*This Page  
Intentionally  
Left Blank*





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
**By:** Fabian Valdez, Police Chief

**Date:** November 28, 2023

**Subject:** Consideration to Award a Professional Services Agreement to Susan Saxe-Clifford and Associates to Provide Psychological, Fitness for Duty, and Concealed Carry Weapon License Evaluations

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" - Contract No. 2214) with Susan Saxe-Clifford and Associates in an amount not to exceed \$35,000, to provide Psychological and Fitness for Duty Evaluations for Police Officer applicants, current staff, and Concealed Carry Weapon (CCW) license evaluations for CCW applicants; and
- b. Authorize the City Manager to execute the Professional Services Agreement and all related documents.

### BACKGROUND:

1. California Government Code Section 1031(f) requires all California Peace Officers to be free from any physical, emotional or mental condition that could adversely affect their ability to exercise the powers of a peace officer. These conditions include bias against race or ethnicity, gender, nationality, religion, disability, or sexual orientation.
2. California Government Code Section 1031(f)(2)(A)(B) requires that psychological screening of Peace Officers be conducted by a licensed, qualified, and experienced psychologist or psychiatrist who meets the Peace Officer Standards and Training (POST) requirements for Continuing Professional Education (CPE).
3. Per California Penal Code Section 26155(a), CCW License applicants must be of good moral character, a resident of the City of San Fernando, and must be free from any psychological conditions that might render the applicant unsuitable for carrying a firearm (PC § 26190), as

**Consideration to Award a Professional Services Agreement to Susan Saxe-Clifford and Associates to Provide Psychological, Fitness for Duty, and Concealed Carry Weapon License Evaluations**

Page 2 of 3

determined by a thorough background investigation, reference checks and a psychological evaluation.

4. In the interest of community safety, the Department will require all CCW License applicants undergo a psychological examination as part of the application process pursuant to Penal Code Section 26190 (f)(1).
5. California Penal Code Section 26190(f)(1) stipulates that the Department utilize the same licensed psychologist for CCW License applicants as it uses for the psychological testing of its own employees.
6. Penal Code Section 26190(f)(2) establishes that the full cost of a psychological evaluation can be passed through to a CCW applicant.

**ANALYSIS:**

In order to comply with the Department's policy of requiring a psychological evaluation as part of the CCW License application process pursuant to Penal Code Section 26190(f)(1), the Department issued a Request for Qualifications (RFQ) from psychologists and psychiatrists within Los Angeles County who meet POST's Continuing Professional Education (CPE) requirements to ensure that the Department receives the best pricing for the required psychological services. Among other requirements, respondents were asked to provide their curriculum vitae, a brief summary of their practice, and a fee schedule.

Requests for Qualifications were sent to ten providers within Los Angeles County, with four submitting their qualifications to the Department, as summarized in the table below (for detailed qualifications, see Attachment "B").

	<b>Provider Name</b>	<b>Location</b>	<b>Fitness for Duty Evaluations</b>	<b>Police Applicant Evaluations</b>	<b>CCW Applicant Evaluations*</b>
<b>1.</b>	Emin Gharibian (Verdugo Psychological Associates)	2930 Foothill Blvd, La Crescenta, CA 91214	\$350	\$1,250	\$750
<b>2.</b>	Susan Saxe-Clifford & Associates	16530 Ventura Blvd, Encino, CA 91436	\$350	\$450	\$450
<b>3.</b>	Sepideh Souris	6200 Canoga Ave., Woodland Hills, CA 91367	\$375	\$425	\$375
<b>4.</b>	Kristen Wheldon	65 N. Pasadena Ave., Pasadena, CA 91101	\$1,200	\$1,500	\$1,500

Staff reviewed the submitted proposals and determined that the fees of Providers No. 1 (Gharibian) and No. 4 (Wheldon) were cost prohibitive. The remaining two providers, No. 3



**Consideration to Award a Professional Services Agreement to Susan Saxe-Clifford and Associates to Provide Psychological, Fitness for Duty, and Concealed Carry Weapon License Evaluations**

Page 3 of 3

---

(Souris) and No. 4 (Saxe-Clifford) were reviewed further. Provider No. 3 is a private practice provider with only one qualified psychologist available to perform the required services for the Department. This does not allow for a contingency for the Department if that provider is unavailable for an extended period of time.

Provider No. 2 is the best option for the Department as Provider No. 2 (Saxe-Clifford) has a record of accomplishment meeting the Department's psychological service needs. Provider No. 2 includes a staff of four psychologists who are licensed and meet the California Police Officer Standards and Training (POST) Commission's requirements to conduct Fitness for Duty and Psychological Evaluations is advantageous to the Department.

**BUDGET IMPACT:**

Sufficient funding has been incorporated in the Fiscal Year 2023-2024 Adopted Budget for professional services to provide psychological and fitness for duty evaluations. Staff has proposed a fee of \$450 to recover costs associated with psychological examinations for CCW License applicants.

**CONCLUSION:**

It is recommended that the City Council approve a Professional Services Agreement with Susan Saxe-Clifford and Associates to provide Psychological Evaluations for Police Applicants and Concealed Carry Weapon (CCW) License Applicants, and to conduct Fitness for Duty Evaluations; and authorize the City Manager to execute the Professional Services Agreement and all related documents.

**ATTACHMENTS:**

- A. Contract No. 2214
- B. Submitted Qualification Statements and Quotes



2023

**PROFESSIONAL SERVICES AGREEMENT****(Engagement: Psychological Evaluations)****(Parties: Susan Saxe-Clifford Ph.D. and Associates and City of San Fernando)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 28<sup>th</sup> day of November, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and SUSAN SAXE-CLIFFORD PH.D. AND ASSOCIATES, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

**RECITALS**

WHEREAS, CITY requires psychological evaluation consulting services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of November 28, 2023 under Agenda Item No. \_\_\_\_.

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

**I.****ENGAGEMENT TERMS**

**1.1 TERM:** This Agreement shall have a term commencing from the Effective Date through November 30, 2026, (hereinafter, the "Term"), with the option to renew the Agreement for two (2) one (1)-year terms. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

**1.2 SCOPE OF WORK:**

Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Qualifications of CITY entitled "REQUEST FOR QUALIFICATIONS: PSYCHOLOGISTS", (hereinafter, "CITY RFQ") and the written proposal of CONSULTANT entitled "CITY OF SAN FERNANDO SUBMISSION OF QUALIFICATIONS: PSYCHOLOGICAL SERVICES" (hereinafter, the "CONSULTANT Proposal") dated August 18, 2023. The CITY RFQ and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall

be a collective reference to the CITY RFQ and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFQ and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFQ shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

**1.3 PROSECUTION OF WORK:**

- A. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

**1.4 COMPENSATION:** In consideration for CONSULTANT'S performance under this Agreement, CONSULTANT shall be compensated in accordance with the schedule of hourly rates and charges set forth under the heading "IV. Service Fee Structure" set forth in Item B. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of Thirty-five Thousand Dollars (\$35,000) (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.



- 1.5 PAYMENT OF COMPENSATION:** Following the conclusion of the each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## **II.**

### **PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVE:** The CITY hereby designates the City Manager (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Dr. Susan Saxe-Clifford, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full

authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

**2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

**2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:**

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 SUBSTITUTION OF KEY PERSONNEL:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or



timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Dr. Susan Saxe-Clifford, Dr. William J. Smith, Dr. Cathy Goodman, and Dr. Meredith L. Rimmer.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

- 2.11 INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### **III. INSURANCE**

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - C. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

- 3.2 ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.



- 3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **IV. INDEMNIFICATION**

- 4.1** The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2** To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3** CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

- 4.4** The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5** CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6** CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7** This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.9** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.10** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.11** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.12** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.13** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.



**V.**  
**TERMINATION**

**5.1 TERMINATION WITHOUT CAUSE:** CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

**5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
  - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure

the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.



- 5.3 SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

## **VI.**

### **MISCELLANEOUS PROVISIONS**

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

- 6.4 NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Susan Saxe-Clifford, Ph.D., ABPP  
16530 Ventura Boulevard, Suite 603  
Attn: Susan Saxe-Clifford  
Phone: (818) 788-8005  
Cell (81 8) 402-5025

**CITY:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Police Department  
Phone: (818) 898-1250

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING:** CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

- 6.10 GOVERNING LAW AND VENUE:** This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES:** If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS:** This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT:** This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral



or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

**SIGNATURES ON NEXT PAGE**

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**

By: \_\_\_\_\_  
Nick Kimball, City Manager

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

**APPROVED AS TO FORM**

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

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

**SUSAN SAXE-CLIFFORD**

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

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

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

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

# THE CITY OF SAN FERNANDO

**CITY COUNCIL**

August 9, 2023

**MAYOR**  
**CELESTE T. RODRIGUEZ****Dr. Susan Saxe-Clifford**  
16530 Ventura Blvd., #603  
Encino, CA 91436**VICE MAYOR**  
**MARY MENDOZA****COUNCILMEMBER**  
**JOEL FAJARDO**

Dear Dr. Saxe-Clifford,

**COUNCILMEMBER**  
**CINDY MONTANEZ**

On behalf of City of San Fernando Police Department, I am inviting you to submit to us your qualifications as a licensed psychologist to perform the following services on our behalf:

**COUNCILMEMBER**  
**MARY SOLORIO**

1. **Police Applicant Evaluations:** conduct comprehensive psychological evaluations of applicants for the position of sworn and reserve police officer to assess their suitability for employment as mandated by the Peace Officers and Standards Training (POST) Commission under regulation and law. This evaluation should cover areas such as, but not limited to, judgment, cognitive functioning, personality traits, emotional stability, decision-making skills, and stress tolerance following the criteria established by POST.
2. **Carry Concealed Weapon (CCW) Applicant Evaluations:** perform psychological assessments of CCW applicants to determine their mental and emotional fitness for carrying a concealed weapon. This evaluation should include an examination of factors such as judgment, impulse control, emotional regulation, and potential risk factors.
3. **Fitness for Duty Evaluations:** conduct periodic fitness for duty evaluations for active peace officers and reserve police officers. These assessments will evaluate the officer's psychological well-being, emotional stability, job-related stress, and any potential factors affecting their ability to perform their duties effectively and safely. These evaluations are typically completed following use of deadly force or traumatic on-duty events, as well as at the discretion of the Chief of Police based on concern for the officer's wellbeing, community safety and fitness to perform duties as a police officer. This is not to be confused with mental health check in or employee counseling.

In compliance with Government Code Section 1031(f)(2) and the requirements set forth by the California Board of Psychology and the California Commission on Peace Officer Standards and Training (POST), we seek psychologist(s) who possesses the necessary qualifications and experience to conduct pre-employment psychological screening of peace officers. These include:

**POLICE**  
**DEPARTMENT**910 FIRST STREET  
SAN FERNANDO  
CALIFORNIA  
91340**OFFICE OF THE**  
**POLICE CHIEF**  
**(818) 898-1250****DETECTIVE DIVISION**  
**(818) 898-1256****PATROL DIVISION**  
**(818) 898-1267****RECORDS DIVISION**  
**(818) 898-1281****SUPPORT SERVICES**  
**DIVISION**  
**(818) 898-1267****WWW.SFCITY.ORG**



**Prospective Psychological Evaluators**Request for Qualifications and Quote Page 2 of 4

---

1. **Valid License:** The psychologist must be licensed by the California Board of Psychology.
2. **Experience:** The psychologist must have experience in the diagnosis and treatment of emotional and mental disorders, equivalent to at least five full-time years, with three full-time years accrued post-doctorate.
3. **Education and Training:** The psychologist must have completed any applicable education and training procedures established by the California Commission on Peace Officer Standards and Training (POST) specifically designed for the conduct of pre-employment psychological screening of peace officers. This includes POST continuing professional education (CPE) requirements for psychological evaluators as outlined in POST Commission Regulation 1955, which includes completion of the POST Peace Officer Psychological Screening Manual online (book based) exam [see POST Bulletin 2018-38(pdf)] and 12 hours of CPE every two years coinciding with the evaluator's license renewal cycle.

The City of San Fernando Police Department is dedicated to ensuring the well-being and suitability of individuals who are seeking employment as peace officers or pursuing a CCW (Carry Concealed Weapon) permit.

If interested, please submit the following information to Jennifer Spatig, Management Analyst, [jspatig@sfcity.org](mailto:jspatig@sfcity.org) at the City of San Fernando Police Department.

1. **Letter of Interest:** A cover letter expressing interest in providing the requested services and highlighting relevant experience.
2. **Curriculum Vitae:** A comprehensive resume or curriculum vitae detailing professional qualifications, licenses, education, training, and experience for any and all psychologists of the entity who may perform these services. This document must include demonstrated completion of all POST mandated training and experience in performing these examinations for Los Angeles County Police agencies.
3. **References:** Contact information for at least three professional references at Los Angeles County municipal police agencies who can provide insights into the psychologist's expertise and performance in similar roles.
4. **Proof of License:** A copy of the current license issued by the California Department of Consumer Affairs, Board of Psychology.
5. **Certificate of Professional Liability Insurance:** a copy of the certificate demonstrating current insurance coverage should be submitted with response and if not submitted, will be requested prior to any agreement for services being established. Vendors with employees who may be

**Prospective Psychological Evaluators**

Request for Qualifications and Quote Page 3 of 4

performing on vendor's behalf must also maintain workers' compensation insurance at State limits. Commercial general liability insurance and auto liability coverage are also favored but not required. If applicable, please also identify any umbrella coverage.

6. Service fee schedule: Provide a list of fees to be charged for the services to be provided to include:
  - a. Fitness for duty examinations
  - b. Police Officer Applicant examinations
  - c. Applicants for Carrying Concealed Weapon (CCW) permits.
    - i. Note by law we can only require the applicant to pay a maximum of \$150 for such evaluation, and the additional amounts will be required to be paid by the City. State law [Penal Code Section 26190 (f)(1)] mandates the department use the same psychologists as used for police applicants and the City intends to mandate this evaluation for all applicants, excluding reserve peace officer receiving examination thorough the appointment process, prior to final approval.
7. Professional Agreement: The City has attached its template professional services agreement. While the City would prefer not to amend its terms, the City will consider proposed amendments, provide such proposed amendments are clearly stated and explained in the proposal. Proposers who do not submit requested amendments will be presumed to have accepted the terms of the template agreement without further modification.

Please submit the requested information by August 22, 2023 at 5:00pm. Feel free to reach out to Jennifer Spatig, Management Analyst at [jspatig@sfcity.org](mailto:jspatig@sfcity.org) or 818-898-1254 (desk number) if you have any questions or require further clarification.

We will review all submissions and select candidates for further evaluation. The selected psychologist will be required to enter into a professional services agreement with the City of San Fernando.

**Prospective Psychological Evaluators**

Request for Qualifications and Quote Page 4 of 4

---

Thank you for your attention to this request. We look forward to receiving your qualifications.

Sincerely,

Irwin Rosenberg  
Lieutenant, Administrative Division Commander

---

cc: Jennifer Spatig, Management Analyst

**City of San Fernando Police Department**  
**Submission of Qualifications:**  
**Psychological Services**

**Susan Saxe-Clifford, Ph.D., ABPP**  
**A Professional Corporation**  
**16530 Ventura Boulevard, Suite 603**  
**Encino, California 91436**

**Telephone (818) 788-8005**  
**Cell (818) 402-5025**  
**Fax (818) 788-8544**



## TABLE OF CONTENTS

	<b>Page</b>
<b>I. Letter of Interest</b>	<b>1</b>
<b>II. Curricula Vitae</b>	<b>3</b>
<b>III. References</b>	<b>26</b>
<b>IV. Proof of Licenses</b>	<b>27</b>
<b>V. Certificate of Professional Liability Insurance</b>	<b>33</b>
<b>VI. Service Fee Schedule</b>	<b>38</b>

**SUSAN SAXE-CLIFFORD, PH.D., ABPP, APC  
LICENSED PSYCHOLOGIST  
16530 VENTURA BOULEVARD, SUITE 603  
ENCINO, CALIFORNIA 91436-4554  
TELEPHONE (818) 788-8005**

[www.policepsych.com](http://www.policepsych.com)

License #PSY4923

TO: Irwin Rosenberg, Lieutenant Administrative Division

FROM: Susan Saxe-Clifford, Ph.D. ABPP, A Professional Corporation

RE: Letter of Interest

Thank you for the opportunity to submit to you my qualifications as a licensed psychologist and confirm my interest in providing, on your behalf, the following services: Police Applicant Evaluations; CCW Applicant Evaluations; and Fitness for Duty Evaluations.

I, Susan Saxe-Clifford, Ph.D., ABPP, am a licensed psychologist, approved provider for California and a specialist in police and public safety psychology with the American Board of Professional Psychology.

I have provided psychological services to law-enforcement since 1986. As a leader in this profession, I have: established and chaired the American Psychological Association Police and Public Safety Committee; established and chaired the International Association of Chiefs of Police Public Safety Psychology Committee; consulted with POST to create psychological screening guidelines and updated guidelines; consulted with POST to define psychological dimensions for selection; chaired a committee with POST to establish interview guidelines; and served multiple times as an expert witness in court regarding psychological screening of public safety employees. Additionally, I have continuously served as a consultant for related issues on a national level.

I have provided similar services for the San Fernando Police Department for over 25 years without difficulty. We have had critical incidents, funding issues, different management philosophies and the development of many specialized tasks over the years. In addition to the services listed above, I have provided and I am able to offer critical incident and consultation support.

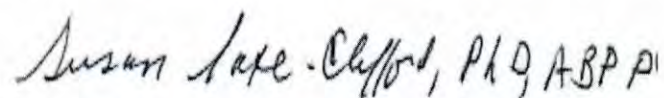
Susan Saxe-Clifford, Ph.D., a Professional Corporation, is staffed by a total of four highly experienced licensed psychologists. Rather than subcontractors, services are provided by employees. This allows for closer supervision and consistency of services. All staff have had extensive training and experience in assessment and have exceeded the requirements for evaluators. All are licensed psychologists in good standing

The office staff have long tenure and experience with processing applicants. The office and communication are secure and all HIPPA guidelines are met.

Much like the City of San Fernando Police Department, my work has been dedicated to ensuring the well-being and suitability of individuals who are seeking employment as peace officers or pursuing a CCW permit. I would be pleased to contribute to these efforts in your City.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Susan Saxe-Clifford, Ph.D., ABPP". The signature is written in a cursive, flowing style.

Susan Saxe-Clifford, Ph.D., ABPP  
Licensed Psychologist



## **II. Curricula Vitae and POST License Verification**

Susan Saxe-Clifford and Associates employs a total of four highly experienced licensed psychologists. Each has extensive training and experience in assessment. They have long term tenure with the company and are familiar with tests and procedures required for police agencies in Los Angeles County. All staff have exceeded requirements for evaluators. All are licensed psychologists in good standing. All have passed County background investigations

The pages that follow include comprehensive curricula vitae that detail the professional qualifications, licenses, education, training, experience and diploma for all psychologists who may perform psychological evaluation services. Additionally, documentation demonstrating completion of all POST mandated training is included.



**Please Note:** Additional information available on request.

SUSAN SAXE-CLIFFORD, PH.D., ABPP

BOARD CERTIFIED IN POLICE AND PUBLIC SAFETY PSYCHOLOGY

16530 VENTURA BOULEVARD, SUITE 603

ENCINO, CALIFORNIA 91436-4554

TELEPHONE (818) 788-8005

FAX (818) 788-8544

A Professional Corporation  
Licensed Psychologist #4923

[www.policepsych.com](http://www.policepsych.com)

Email: [policepsych@gmail.com](mailto:policepsych@gmail.com)

## **CURRICULUM VITAE**

### **EDUCATION:**

Ph.D. Educational Psychology, University of Southern California

Focus: Police Psychology

Major Area: Research, Evaluation and Measurement

Minor Area: Counseling

B.A. Psychology, University of California, Los Angeles

**LICENSE:** Licensed Psychologist, State of California, License Number PSY4923  
(12/30/1976 to present)

### **CERTIFICATES:**

- American Board of Police and Public Safety Psychology, ABPP, ABPPSP
- 2011 to present
- National Register of Healthcare Providers in Psychology
- Association of State and Provincial Psychology Providers
- SBA UEI Pdp9xeblrcm1. Cage 34nu6.

**WEB SITE:** [www.policepsych.com](http://www.policepsych.com)

### **CURRENT PROFESSIONAL ACTIVITIES:**

Psychological Services to Public Safety Agencies: December 30, 1976 to September 11, 1986 as sole proprietor. September 11, 1986 to present as a corporation

Employee Evaluation - Psychological screening and evaluation of applicants for public safety positions including sheriffs, probation, investigative, police and fire agencies, regular, reserve and dispatch positions; Fitness for Duty Evaluations, Return to Duty Evaluations and Post-Traumatic Incident interventions.

- All activities utilize the diagnosis and treatment of emotional and mental disorders

Management Consultation - Regarding public safety psychology and related issues

Consultant - POST (Peace Officer Standards & Training) revision of pre-employment psychological evaluation guidelines:

- Chair - Committee creating a statewide interview protocol where none previously existed
- Member - Committee establishing educational requirements for screening psychologists and approving courses.
- Past Advisor - Background Investigation Manual revision, Personal History Statement revision, 9055 Regulations revision

### **CURRENT PROFESSIONAL ACTIVITIES:**

Lecturer and Trainer - Topics include: Pre-Employment Psychological Assessment

for Public Safety Agencies, the Psychological Evaluation and the Background Investigation, Psychological Fitness for Duty Evaluations, Stress Management, Wellness, Psychology for Managers, Arming Issues for Personnel, Recruitment and Generational Differences, Critical Incident Intervention, and Legal-Psychological Issues in Law Enforcement Psychology.

Expert Witness - Law enforcement psychology and related issues for the courts and the California Legislature.

### **PROFESSIONAL ORGANIZATIONAL ACTIVITIES:**

International Association of Chiefs of Police:

- Founder and Past Chair – Psychological Services Section
- Past Chair and Committee Member – Psychological Screening Guidelines and Fitness for Duty Evaluation Guidelines 1998 to 2014
- Chair – National Mentorship Program 2010-2013

American Psychological Association, Police and Public Safety Section (Div. 18):  
Chair - 2011 to 2013

American Board of Police and Public Safety Psychology (ABPPSP)  
Treasurer, Member of Executive Board - 2011-2016

### **PROFESSIONAL APPOINTMENTS:**

California State Board of Corrections Member - six years as Governor's appointee



Focus on adult and juvenile local corrections systems i.e. the design and construction of facilities; the promotion of sound security, health, and safety practices; and the administration of appropriate correctional programming.

- . Chair – Juvenile Detention Facility Profile Survey  
Executive Steering Committee – Standards and Training for Local Corrections and Probation Officers Title 15 and Title 24 Revision
- . Chair – Mentally Ill Offenders Crime Reduction Grant
- . Vice Chair - Juvenile Crime Enforcement and Accountability Challenge Grant Programs
- . Vice Chair - Executive Committee Community-Based Punishment Options Planning Grants Project
- . Vice Chair - Executive Committee Standards & Training for Adult Corrections Title 15 Revisions

Robert Preseley Institute of Corrections (Governor's appointee)

**PREVIOUS EXPERIENCE:**

Consultation

- Past Chair of the Criminal Justice Advisory Committee, National Conference of Christian and Jews.
- Affirmative Action Consultant. Expert witness for counties for Civil Rights cases.
- Member of the State of California Personnel Board, Psychological Advisory Committee
- Department of Homeland Security (TSA) - Evaluation of federal peace officers for arming (2004 – 2011).

**Los Angeles Police Department**

Consultant

- Full audit of pre-employment psychological screening program; request of Mayor
- Psychological consultant to the Olympic Law Enforcement Coordinating Council

Staff Psychologist (14 years)

- Development and implementation of Behavioral Science Service programs within LAPD including: management consultation, training, research, evaluation, counseling, employee assistance program, crisis negotiation team (development of initial SWAT team).
- Development and management of internship program.

- Development of training program to prepare women and minorities for law enforcement positions.

**PROFESSIONAL MEMBERSHIPS:**

- American Psychological Association  
A.P.A. Division 18 - (Police and Public Safety Psychology): **Chair 2011-2013**  
Past Ethics Committee **Chair**
- International Association of Chiefs of Police  
Psychological Services Section - Founder and past **Chair**
- California Peace Officers' Association – Past **Chair** Psychological Screening Committee
- Leadership America
- Leadership California – past member **Board of Directors**

**REPRESENTATIVE HONOURS:**

- 2014 Award, Outstanding Service to the Society of Police and Criminal Psychology
- 2013 Award, Outstanding Service to APA, Police and Public Safety Psychology
- 2011 Spotlight Award for Special Achievement – Public Service Psychology  
American Psychological Association
- 2011 Award for Outstanding Contribution to the Field of Police and Public Safety Psychology - American Psychological Association, Division 18
- California Peace Officers Association – awarded Life Member 2001
- Presidential Classroom - Honorary Chairperson, High School Scholars Program
- City of Los Angeles Citation for Exceptional Service
- National Conference of Christians and Jews Nominee – Woman of the Year

**PUBLICATIONS, RESEARCH PAPERS, PRESENTATIONS AND CONTINUING  
EDUCATION INFORMATION IS AVAILABLE ON REQUEST.**



# UNIVERSITY OF SOUTHERN CALIFORNIA

The Trustees of the University by virtue of the authority vested  
in them and on the recommendation of the faculty of

THE GRADUATE SCHOOL

have conferred the degree of

DOCTOR OF PHILOSOPHY

Education

on

SUSAN JOY SAXE, B.A.

who has successfully completed the requirements  
and is entitled to all Rights, Honors, and Privileges, thereunto appertaining

Given at Los Angeles, California, on the fifth day of June, in the year  
of our Lord, one thousand nine hundred and seventy-five

*John Randolph Haddock*  
President of the University

*David Topping*  
Chancellor of the University



*John R. Brown*  
Chairman of the Board of Trustees  
*Walter C. [illegible]*  
Dean



**William J. Smith, Psy.D., MBA**  
Licensed Clinical Psychologist (Lic.# PSY15663)  
3024 Waverly Avenue  
Sherman Oaks, CA 91423  
Phone (cellular): 818 926-0661  
Email: [drwjs@sbcglobal.net](mailto:drwjs@sbcglobal.net)

---

## **EDUCATION**

**Pepperdine University - Graziadio School of Business and Management- Malibu**  
Master's in Business Administration (Executive Program),  
December 2003

**California School of Professional Psychology – Los Angeles**

APA Accredited  
Doctorate in Clinical Psychology, August 1994  
Masters in Clinical Psychology, May 1992

**University of Arizona – Tucson**

Bachelor of Science, May 1990

## **EXPERIENCE**

2004 – Present

**Pre-employment Psychological Evaluations – Encino, CA**  
**Susan Saxe-Clifford, Ph.D., APC**  
Independent Contractor

- Conduct structured psychological evaluations and pre-employment screenings for law enforcement applicants of various law enforcement, fire- fighting, and public safety agencies.

2011 – Present

**QTC Management, Inc. / Lockheed Martin – Los Angeles, CA**  
Independent Contractor

- Conduct C&P (compensation and pension) psychological evaluations for military veterans.

2012 – Present

**SMA Media Consulting, Inc. – Smyrna, Georgia**  
Independent Contractor

- Conduct comprehensive psychological risk-assessment evaluations for reality television contestants.

2009 – 2013

**Verdugo Mental Health – Glendale, CA**  
Chief Executive Officer (CEO)

- Provide direction and leadership toward the organization's philosophy, mission, strategy, and annual goals and objectives

- 2004 – 2009      **FrontPoint** - Pasadena, CA  
Director / Administrator
- Selection, hiring, and supervision of all clinical program staff and contractors
- 2003 – 2009      **VMHCare (formerly Verdugo Mental Health)** – Glendale, CA  
Chief Operating Officer (COO)  
*Reports to: CEO*
- Recruitment, selection, and supervision of clinic program directors and staff.
- 1995-2003      **Verdugo Mental Health** – Glendale, CA  
Coordinator of Adult Department of Mental Health Programs and  
Director of Adult Outpatient Program (1995-1997)  
*Reports to: Clinical Director*
- Selection and hiring of clinical program staff and oversight of clinical and administrative aspects of adult, DMH contracted programs.

---

**POSTDOCTORAL TRAINING**

- 1994-1995      **Verdugo Mental Health Center** – Glendale, CA  
**Adult Outpatient Program**  
Postdoctoral Fellow – Registered Psychologist
- 1994-1995      **Magnolia Park School** – Burbank, CA  
**VMHC Children's Services**

---

**OTHER PROFESSIONAL TRAINING**

- 1993-1994      **University of California** – Riverside, CA  
**Student Counseling Services**  
Psychology Intern
- 1992-1993      **Glen Roberts Child Study Center** – Glendale, CA  
Children's Services  
Psychology Intern
- 1991- 1992      **Santa Anita Family Service** – Monrovia, CA  
Outpatient Services  
Psychology Practicum Student



# California School of Professional Psychology

to all to whom these Letters shall come Greeting  
The Trustees and Faculty of the School, by virtue of the authority  
vested in them, have conferred upon

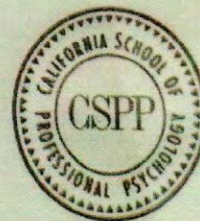
William J. Smith II

the degree of

Doctor of Psychology in Clinical Psychology

with all the Rights, Privileges, and Honors thereto pertaining

Given at the California School of Professional Psychology  
on the twenty-sixth day of August, in the year One Thousand Nine  
Hundred and Ninety-four at Los Angeles, California.



*Maui A. Lewis*  
Chairperson, Board of Trustees

*John R. Smith*  
President

*Lisa Ponchi-Sunke*  
Chancellor



**CATHY GOODMAN, Ph.D.**  
Psychologist, PSY 10604  
16530 Ventura Boulevard, Suite 603  
Encino, California 91436  
818-788-8005  
E-mail: [DrCGPhD@sbcglobal.net](mailto:DrCGPhD@sbcglobal.net)

## **CURRICULUM VITAE**

### **EDUCATION:**

Licensed Psychologist, State Of California – August 4, 1988 - License # Psy 10604

Ph.D. - Psychology - 1984  
California Graduate Institute, Westwood, CA.

M.A. - Psychology - 1978  
California State University, Los Angeles

B.A. - Psychology - 1977  
University of California, Los Angeles

### **PROFESSIONAL EXPERIENCE:**

Private practice and independent contractor since 1988.

1992 to present: Police Psychologist for Susan Saxe-Clifford, Ph.D., APC

Police and public safety psychologist providing pre-employment psychological evaluations, critical incident debriefings, crisis counseling, firearm clearances, and fitness for duty evaluations for public safety personnel.

1988 to 1998: private practice and independent contractor

Extensive work in the area of psychological and neuropsychological assessment and counseling of children under D.C.F.S. and Probation Department supervision, foster and group placement, juvenile offenders, and youth in mental health facilities. Consulted with social workers, probation officers, attorneys and other community agencies in the areas of child abuse, parenting, adoptions, and placement decisions.

Lectured on topics of anger management, stress management, behavior modification, communication strategies, parenting, and family abuse prevention.

Performed Worker's Compensation, personal injury psychological evaluations, and disability evaluations.

CATHY GOODMAN, PH.D.  
PAGE TWO

**PROFESSIONAL EXPERIENCE: (Continued)**

Individual, marriage, and family counseling.

Supervisor of interns.

**Los Angeles County Department of Children and Family Services**

Children's Services worker – employee, 1984-1988.

Investigated, identified and evaluated child abuse referrals. Crisis intervention, family maintenance and reunification of juvenile court cases. Developed treatment and service plans. Consulted with community agencies including mental health clinics, schools, hospitals, foster family agencies, and police. Prepared seminars regarding child, couple, and family abuse prevention.

**Air Force Psychologist/Intern 1979-1983**

Recipient of a Health Professions scholarship while in graduate school. Attended Officer Training School and promoted to Captain when coursework was finished.

Stationed at Lackland Air Force Base, at Wilford Hall Medical Center. Internship included several rotations including outpatient, individual, family and group counseling. Crisis/Emergency Room intervention. Consulted with psychiatrists on Inpatient Psychiatric Ward involving diagnosis and treatment. Facilitated alcohol recovery and prevention groups. Veterans counseling. Psychological and neuropsychological testing and assessment. Consulted with hospital staff. Assisted in discharge boards related to mental health issues.

**DISSERTATION:**

Divergent and Convergent Thinking of Military Career And Non-Career Officers, 1983

**PROFESSIONAL ORGANIZATIONS:**

Member, California State Psychological Association

**REFERENCES:**

Professional and personal references available upon request.



THE TRUSTEES OF THE  
**CALIFORNIA GRADUATE INSTITUTE**

ON THE NOMINATION OF THE FACULTY AND EDUCATION COUNCIL  
HAVE CONFERRED UPON

**Cathy Bea Goodman**

THE DEGREE OF DOCTOR OF PHILOSOPHY  
IN PSYCHOLOGY

WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

GIVEN AT LOS ANGELES THIS 9<sup>th</sup> DAY OF January  
IN THE YEAR NINETEEN HUNDRED AND Eighty-Four

*J. Cullett*  
CHAIRMAN OF THE BOARD



*Leo Wiesbender, PhD*  
DEAN OF FACULTY



**Meredith L. Rimmer, Ph.D.**

**PSY 17869**

---

**16530 Ventura Boulevard, Suite 603  
Encino, CA 91436**

**O: (818) 906-8151  
Email: drmrimmer@yahoo.com**

**PROFILE**

Ph.D. in clinical psychology with expertise in neuropsychological testing. Specialized training in police and public safety psychology. Leadership and management experience as former CEO/ Clinical Director for a non-profit mental health agency. Developed a nationally-recognized mental health training program for a federally-funded medical health center. Experience as Adjunct Faculty for graduate school program.

**EDUCATION**

1993-1998	California School of Professional Psychology, Los Angeles, CA; Ph.D.
1993-1996	California School of Professional Psychology, Los Angeles, CA; MA.
1989-1991	Syracuse University, Syracuse, NY; Psychology, BA, Cum Laude.
1990-1991	Syracuse University, Syracuse, NY; Counseling (Conflict Resolution and Mediation), 60 units.

**DOCTORAL DISSERTATION**

Executive Functioning and Problem-Solving Ability in Youthful Offenders:  
A Neuropsychological Assessment

**SCHOLARSHIPS AND HONORS**

California School of Professional Psychology Scholarship, Dean's List, Golden Key National Honor Society, Phi Eta Sigma (Freshman National Honor Society), Phi Chi (Psychology National Honor Society)

**CERTIFICATIONS AND SPECIALIZED TRAINING**

Trauma Focused- CBT, PTSD, P.A.R.T.S. training, mediation counseling, hospice care counseling, and AIDS home health care training, suicide intervention, crisis intervention, administration of medication, multicultural and community issues, Triple P parenting certification, Seeking Safety, Behavior therapy (DTT and ABA), pain management, American Sign Language and six years of Spanish language.



Rimmer, Page 2

**BOARD MEMBER AND ASSOCIATIONS**

I.A.C.P. (International Association of Chiefs of Police), Los Angeles County Regional Center (Former Board of Trustees Member), Beckford Charter School (Charter Council), Achievable Health Center Advisory Member, Chicago School of Professional Psychology Speakers Bureau and National Academy of Neuropsychology (N.A.N.)

**PROFESSIONAL EXPERIENCE**

April 2016- present **Susan Saxe-Clifford, Ph.D. and Associates, Encino, CA**

**Associate**

- Conducts psychological screenings and evaluations of applicants for over 60 public safety positions including sheriffs, probation, university, police and fire agencies.
- Critical incident stress debriefings, fitness for duty evaluations, officer involved shooting/mass shooting debriefings, and psychotherapy for police and public safety personnel and family members
- Developed trainings and lectures on PTSD, trauma-focused care, dual-diagnoses, and other mental health issues for public safety agencies and private sector companies
- Meets POST requirements as psychological evaluator
- Program Manager for newly developed training and counseling program for probation department.

November 2011-present **The Chicago School of Professional Psychology, Los Angeles**  
(A.P.A. Accreditation)

**Adjunct Faculty/Clinical Supervisor**

- Adjunct Faculty/Clinical Supervisor for Master's and Doctoral level graduate students placed in forensic settings; forensic testing and psychodiagnostic assessments; assists in program development for students in practicum placements; acts as liaison between practicum sites and graduate school; conducts site evaluations and outcome measures
- Developed training and supervision program for practicum trainees working with ID/D, ASD, dual diagnosis, and medically vulnerable population for a FQHC/integrative care health center
- Conducts individual and group supervision
- Awarded grant from LACDMH/CalMHSA for Mental Health and Wellness Program (2018-19)
- Experience with Medi-cal and EHS
- Teaches courses for Master's level and Doctoral students
- Teaches didactic seminars/trainings to supervises and staff

October 1999-June 2001 **SEEK Education, Inc. (Special Education for Exceptional Kids)**

***President & CEO***



Rimmer, Page 3

Established new non-profit agency and assumed responsibility of all aspects of its operation:

- Incorporated organization as 501©3 entity.
- Provided community outreach and consultation for children with special needs including autism, Down syndrome, and other developmental disabilities.
- Developed program curriculums.
- Full profit and loss responsibility.
- Responsible for fundraising and grant writing.
- Developed and implemented marketing and promotional programs.
- Reported directly to the Board of Directors.
- Achieved start-up goals and operational break-even after 7 months.
- Established partnership with leading autism agency in CA.
- Provided clinical supervision for staff

October 1998-  
December 2000

**Childrens Hospital Los Angeles (CHLA), Dr. Ernest Katz**  
**Childrens Center for Cancer and Blood Diseases**  
**UCLA Medical Center/Hematology-Oncology Clinic**

***Full-time Post-Doctoral Fellow, Psychological Consultant, and Acting-Director***

- Individual and family psychotherapy with children/adolescents with special needs including chronic medical conditions and pervasive developmental disorders; crisis intervention; hospital/inpatient, outpatient, home, and community settings.
- *School and Social Reintegration Program (SSRP)*: Provided consultation with HEMONC staff and patients, provided school-based interventions for children and young adults transitioning to or from home, hospital, and school; direct classroom interventions; classroom and school psychoeducational presentations, and consultation; advocacy for health impaired and special educational services.
- *Cognitive Skills Training Project*: Provided individual cognitive remediation sessions for children, adolescents, and young adults with neuropsychological late effects from medical treatments.
- Pediatric neuropsychological testing/assessment
- Teaching and supervision of practicum interns
- Grant writing and research

August 1997-1998

**The H.E. L. P. Group, Dr. Ilene Bell**  
**UCLA Neuropsychology Program, Dr. Lorie Humphrey**  
**(A.P.A. Accreditation)**

***Full-time Psychology Intern***

- Individual, family, and group psychotherapy with children, adolescents, and adults in a non-public school setting which included residential, day treatment, outpatient, and in-home/outreach.
- Performed pediatric neuropsychological assessments under UCLA's neuropsychology program.
- Psychological testing/assessments with children and adolescents.
- Supervision of Master's level student.

August 1996-1997

**The Glen Roberts Child Study Center, Dr. Glen Roberts**

***Psychology Intern***

- Individual, couple, family and group psychotherapy with children, adolescents and adults.
- Crisis intervention, long term and brief psychotherapy and outreach.
- Psychological testing and assessment.

Rimmer, Page 4

**RESEARCH EXPERIENCE****May 2019 Collaborative Family Healthcare Association, Peer Reviewer**

- Participated on panel as peer reviewer for research proposal submissions for annual conference

**June-September 2010 Western Psychological Services, Consultant**

- Collected data for norming and standardization of the Social Responsiveness Scale-2 (SRS2)

**October 1999-  
September 2000 Informed Consent in the Childrens Cancer Group (CCG), CHLA*****Principal Site Investigator (NIMH)***

- Conducted a nationally funded, multi-site research project on the process and ethical guidelines of informed consent for Leukemia patients who enter clinical trials.

**October 1998-1999 Cognitive Skills Training Project, CHLA*****Co-Investigator of Research Project***

- Conducted cognitive remediation skills training for children and young adults with neuropsychological late effects due to treatment and CNS involvement.

**December, 1995-  
June, 1997 UCLA Clinic Study, Dr. John Weisz*****Research Assistant***

- Conducted research for a longitudinal study on adjustment and psychological functioning in youngsters, parents and families prior to, during, and after therapeutic interventions.
- Conducted parent-child interviews; suicidal assessments and diagnostic testing/assessments.

**August, 1995-  
August, 1996 St. John's Child and Family Development Center, Dr. Carol Falender*****Research Assistant***

- Conducted research for the Youth Development Project on "at-risk" youths and the effects of community violence on psychological functioning.

**January, 1994-  
December, 1995 California School of Professional Psychology, Dr. Shelly Harrell*****Research Assistant***

- Conducted research on urban stress, family environment and perceived racism in culturally diverse populations. Responsible for data collection, interviews and editing revisions.

**August 1990-  
December 1991 Syracuse University's Psychology Department, Dr. Barbara Fiese*****Research Assistant***



Rimmer, Page 5

June 1991 **American Psychological Association (A.P.A.)**

- Accepted for a presentation on parent-child interaction of young boys at the National A.P.A. Conference in Washington, DC.

March 1991 **American Psychological Society (A.P.S.)**

- Presented research at Pennsylvania State University on parent-child interactions of children.

**PUBLICATIONS**

- Patel, S., Katz, E., Richardson, R., Rimmer, M., & Kilian, S. (2009). Cognitive and Problem Solving Training in Children with Cancer: A Pilot Project, Journal of Pediatric Hematology/Oncology, 31, 670-677.

Fiese, B., Hooker, K., Kotary, L., Schwagler, J., & Rimmer, M. (1995). Family Stories in the Early Stages of Parenthood. Journal of Marriage and the Family, 57, 763-770

**PRESENTATIONS**June 2019 **CFHA (Collaborative Family Health Care Association)  
Annual Conference, Denver, Colorado**

- Accepted for poster presentation on Achievable: A New Integrated Healthcare Model for Medically Vulnerable Individuals with Intellectual and Developmental Disabilities (ID/D)

February 2019 **CIC (Cultural Impact Conference), The Chicago School of Professional  
Psychology, Chicago, IL**

- Accepted for poster presentation on Assassination At Our Schools: The Effects of Mediatized Violence on Youth

October 2016 **N.A.D.D. (National Association of Developmental Disabilities)  
Conference**

- Co-author, Achievable Health Center: New Directions in Integrative Health Care for ID/D and medically vulnerable populations

November 2008 **Mommywood.com**

- Accepted to present as a professional expert on autism for an informational website designed for parents

January 2008 **Encino Chamber of Commerce/Wellness Committee**

- Conducted presentations at preschools throughout Los Angeles county on how to prepare young children for natural disasters and its psychological effects

September 2007 **Collegial Consortium, Co-Chair for Developmental Disabilities Committee**

- Developed presentations for pediatricians and other related professionals on the latest research and best practices in the areas of developmental disorders, learning disorders, and other childhood issues

October 1999-  
September 2000 **Informed Consent in the Childrens Cancer Group (CCG), CHLA**

- Presented informed consent research findings at the USC Norris Comprehensive Cancer Center. 19

# California School of Professional Psychology

to all to whom these Letters shall come Greeting  
The Trustees and Faculty of the School, by virtue of the authority  
vested in them, have conferred upon

**Meredith L. Rimmer**

the degree of

**Doctor of Philosophy in Clinical Psychology**

with all the Rights, Privileges, and Honors thereto pertaining

Given at the California School of Professional Psychology  
on the twenty-eighth day of August, in the year One Thousand Nine  
Hundred and Ninety-eight at Los Angeles, California.



*Mark A. Lewis*  
Chairperson, Board of Trustees

*John P. N. Albino*  
President

*Lisa Ponchi-Sunke*  
Chancellor

## **POST Evaluator Details**





## Evaluator Details

Name	Susan Saxe-Clifford, PhD,ABPP	
License Number	4923	<a href="#">Verify License</a>
Date Evaluator Began Screening Candidates	1/1/1984	
CPE Credit Hours	109	
Address	16530 Ventura Blvd #603	
City	Encino	
State	Ca	
Zip	91436	
Phone Number	818-788-8005	
Fax		
Email	Policepsych@gmail.com	
Website	Policepsych.com	

## Continuing Professional Education Compliance

### Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	3/22/2019

### Mandated CPE Hours

### Past cycles



AA

post.ca.gov



EXHIBIT "B"



F De G 4173 fulton... Cruise ship... Breast Heal... cedarssina... Secretary o... BUR to SLC,... CPE Evaluat...

**POST**

Commission on Peace Officer Standards and Training

[Quick Resources](#)[Hiring](#)[Training](#)[Certification](#)[Community](#)[Publications](#)[Forms](#)[About Us](#)[Sign In](#)[Settings](#)

## Evaluator Details

Name	William Smith	
License Number	15663	<a href="#">Verify License</a>
Date Evaluator Began Screening Candidates	1/1/2004	
CPE Credit Hours	62	
Address	16530 Ventura Blvd. STE. 601	
City	Encino	
State	California	
Zip	91436	
Phone Number		
Fax		
Email	PRIVATE	
Website		

## Continuing Professional Education Compliance

### Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	9/29/2015

### Mandated CPE Hours





AA

post.ca.gov

EXHIBIT "B"



F De 4173 fulton... Cruise ship... Breast Heal... cedarssinal... Secretary o... BUR to SLC,... CPE Evaluat...



POST

Commission on Peace Officer Standards and Training



Sign In



Settings



Quick Resources

Hiring

Training

Certification

Community

Publications

Forms

About Us



## Evaluator Details

Name	Cathy Goodman	
License Number	10604	<a href="#">Verify License</a>
Date Evaluator Began Screening Candidates	1/1/1992	
CPE Credit Hours	79.5	
Address	16530 Ventura Blvd. #603	
City	Encino	
State	CA	
Zip	91436	
Phone Number	818-788-8005	
Fax		
Email	PRIVATE	
Website		

## Continuing Professional Education Compliance

### Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	3/10/2019

### Mandated CPE Hours





## Evaluator Details

Name	Meredith Rimmer
License Number	17869 <a href="#">Verify License</a>
Date Evaluator Began Screening Candidates	2/18/2016
CPE Credit Hours	52.25
Address	16530 Ventura Boulevard, Suite 603
City	Encino
State	CA
Zip	91436
Phone Number	
Fax	
Email	drmrimmer@yahoo.com
Website	

## Continuing Professional Education Compliance

### Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	2/12/2016

Mandated CPE Hours

### **III. References**

Listed below are four professional references who can provide insights into the performance and expertise of Susan Saxe-Clifford and Associates in similar roles.

#### **1. Whittier Police Department**

Contact: Chief Aviv Bar  
Phone: 562 505-5162  
Email: [abar@cityofwhittier.org](mailto:abar@cityofwhittier.org)

#### **2. San Gabriel Police Department**

Contact: Interim Chief Riki Nakamura  
Phone: 626 308-2834  
Email: [rn197@sgpd.com](mailto:rn197@sgpd.com)

#### **3. Arcadia Police Department**

Contact: Sergeant Larry Peralto  
Phone: 626 574-5172  
Email: [lperalta@arcadia.gov](mailto:lperalta@arcadia.gov)

#### **4. Beverly Hills Police Department**

Contact: Marco Bernocchi – HR Analyst  
Phone: 310 285-1064  
Email: [mbernocchi@beverlyhills.org](mailto:mbernocchi@beverlyhills.org)

#### **IV. Proof of Licenses**

The following pages include a copy of current Board of Psychology licensing details for each psychologist on staff who may perform the requested services.



**Verification and File Transfer Associate****Central Services Technician**

1625 North Market Blvd., Suite N-215

Sacramento, CA 95834

(916) 574-7720

(916) 574-8672 Fax

**CONFIDENTIALITY NOTICE:** Please be advised this e-mail correspondence and any attachments are a confidential communication to the addressed parties only. This e-mail may contain sensitive material not for general inspection, including work protected under attorney/client privilege. Any distribution, dissemination, duplication through electronic, hard copy, Internet, yet to be invented technologies, or forwarding of the above communication, without the express permission of the author, is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.



1625 North Market Blvd., Suite N-215 Sacramento, CA 95834

T (916) 574-7720 F (916) 574-8672 Toll-Free (866) 503-3221

www.psychology.ca.gov

November 22, 2022

**CERTIFICATION OF LICENSURE**

To Whom It May Concern:

This is to certify that according to existing records of the Board of Psychology, Dr. SUSAN JOY SAXE-CLIFFORD, , has the following license data:

<b>NAME:</b>	SUSAN JOY SAXE-CLIFFORD
<b>LICENSE TYPE:</b>	Psychologist
<b>LICENSE NUMBER:</b>	PSY4923
<b>ISSUE DATE:</b>	December 30, 1976
<b>EXPIRATION DATE:</b>	August 31, 2024
<b>LICENSE STATUS:</b>	Current
<b>EFFECTIVE DATE OF STATUS:</b>	September 15, 2022
<b>ADDRESS OF RECORD:</b>	16530 VENTURA BLVD STE 603 ENCINO, CA 91436-5017

I further certify that there is no current or prior disciplinary action taken by the Board against the above license.

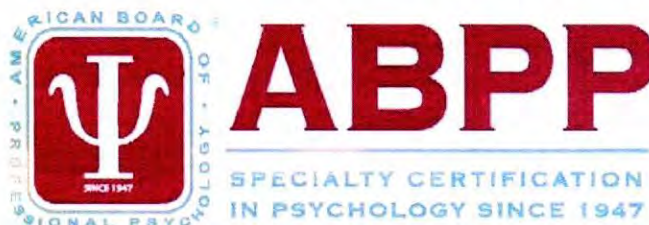
Verified By:

SANDRA MONTEERRUBIO

ENFORCEMENT PROGRAM MANAGER



This certification is valid only when signed by an official custodian of the records of the Board of Psychology with the Board's seal.  
600 CERT3 102220



11/10/2022

**VERIFICATION LETTER FOR:**

Susan Saxe-Clifford, PhD, ABPP

Susan Saxe-Clifford, PhD is currently qualified as a specialist in the specialty area(s) listed below. The information provided is considered primary source verification and is updated daily. Certifications expire on 12/31 of each year, although a grace period of 90 days is granted prior to imposing a late fee.

<b>Board Certification Specialty &amp; Subspecialty</b>	<b>Certification Number</b>	<b>Issue Date</b>	<b>Expiration Date</b>
Police & Public Safety	6966	10/21/2011	12/31/23

The American Board of Professional Psychology (ABPP) verifies annually that its certified specialists have maintained the requirements of specialty certification, including licensure at the independent level, continued practice in the specialty, and proper professional standing.

The ABPP requires appropriate doctoral education as a foundation for specialty practice and such postdoctoral preparation necessary to meet the standards of the specialty. Having met eligibility requirements, candidates must pass a final oral examination designed to allow the candidate the opportunity to demonstrate the defining competencies required to practice the specialty.

We appreciate your interest in confirming a specialist's status with the American Board of Professional Psychology.

Sincerely,

Kathy Holland  
office@abpp.org

Administrative Assistant  
American Board of Professional Psychology  
600 Market Street, Suite 201  
Chapel Hill, NC 27516  
Phone: 919-537-8031  
Fax: 919-537-8034



November 22, 2022

## CERTIFICATION OF LICENSURE

To Whom It May Concern:

This is to certify that according to existing records of the Board of Psychology, Dr. WILLIAM J SMITH II, Psy.D., has the following license data:

<b>NAME:</b>	WILLIAM J SMITH II
<b>LICENSE TYPE:</b>	Psychologist
<b>LICENSE NUMBER:</b>	PSY15663
<b>ISSUE DATE:</b>	March 13, 1998
<b>EXPIRATION DATE:</b>	October 31, 2023
<b>LICENSE STATUS:</b>	Current
<b>EFFECTIVE DATE OF STATUS:</b>	September 28, 2021
<b>ADDRESS OF RECORD:</b>	16530 VENTURA BLVD STE 603 ENCINO, CA 91436-5017

I further certify that there is no current or prior disciplinary action taken by the Board against the above license.

Verified By:

SANDRA MONTEERRUBIO  
ENFORCEMENT PROGRAM MANAGER



This certificate is valid only when signed by an official custodian of the records of the Board of Psychology with the Board's seal.





November 22, 2022

## CERTIFICATION OF LICENSURE

To Whom It May Concern:

This is to certify that according to existing records of the Board of Psychology, Dr. CATHY BEA GOODMAN, has the following license data:

<b>NAME:</b>	CATHY BEA GOODMAN
<b>LICENSE TYPE:</b>	Psychologist
<b>LICENSE NUMBER:</b>	PSY10604
<b>ISSUE DATE:</b>	April 04, 1988
<b>EXPIRATION DATE:</b>	December 31, 2023
<b>LICENSE STATUS:</b>	Current
<b>EFFECTIVE DATE OF STATUS:</b>	December 05, 2021
<b>ADDRESS OF RECORD:</b>	4950 LOUISE AVE UNIT 201 ENCINO, CA 91316-3952

I further certify that there is no current or prior disciplinary action taken by the Board against the above license

Verified By:

SANDRA MONTEERRUBIO  
ENFORCEMENT PROGRAM MANAGER



This certification is valid only when signed by an official custodian of the records of the Board of Psychology with the Board's seal.



November 22, 2022

## CERTIFICATION OF LICENSURE

To Whom It May Concern:

This is to certify that according to existing records of the Board of Psychology, Dr. MEREDITH L RIMMER, Ph.D., has the following license data:

<b>NAME:</b>	MEREDITH L RIMMER
<b>LICENSE TYPE:</b>	Psychologist
<b>LICENSE NUMBER:</b>	PSY17869
<b>ISSUE DATE:</b>	February 19, 2002
<b>EXPIRATION DATE:</b>	December 31, 2023
<b>LICENSE STATUS:</b>	Current
<b>EFFECTIVE DATE OF STATUS:</b>	December 10, 2021
<b>ADDRESS OF RECORD:</b>	16530 VENTURA BLVD STE 603 ENCINO, CA 91436-5017

I further certify that there is no current or prior disciplinary action taken by the Board against the above license.

Verified By:

SANDRA MONTEERRUBIO  
ENFORCEMENT PROGRAM MANAGER



This certification is valid only when signed by an official custodian of the records of the Board of Psychology with the Board's seal.

**V. Certificate of Professional Liability Insurance**



Account Number: CA SUSA 1650

Date: 4/27/23 Initial ~~EXHIBIT~~ "B" IAR

# CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY  
 C/O: American Professional Agency, Inc.  
 95 Broadway, Amityville, NY 11701  
 800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Named Insured:

SUSAN SAXE-CLIFFORD, PH.D.  
 A PROFESSIONAL CORP.  
 16530 VENTURA BLVD  
 STE 603  
 ENCINO CA 91436

Additional Named Insureds:

SUSAN SAXE-CLIFFORD, PHD  
 CATHY GOODMAN, PHD  
 WILLIAM SMITH, PSYD  
 MEREDITH RIMMER, PHD

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A

(If different than address listed above)

**Claim History:**

Retroactive date is 03/01/2004

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-0137	3/01/2023	3/01/2024	2,000,000 4,000,000

**NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.**

**Comments:** THIS POLICY HAS BEEN ENDORSED WITH CYBER LIABILITY COVERAGE.

This Certificate Issued to:

**Name:** SUSAN SAXE-CLIFFORD, PH.D.  
 A PROFESSIONAL CORP.  
**Address:** 16530 VENTURA BLVD  
 STE 603  
 ENCINO CA 91436  
 APA 00138 00 (06/2014)

  
 Authorized Representative





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2023

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).

<b>PRODUCER</b> Worthington Insurance Services  4784 Katella Ave. Los Alamitos CA 90720		<b>CONTACT NAME:</b> Donna Kilroy <b>PHONE (A/C, No, Ext):</b> (562) 795-5744 <b>FAX (A/C, No):</b> (562) 795-5740 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Employers Assurance Co.	
<b>INSURED</b> Dr. Susan Saxe-Clifford, PhD 16530 Ventura Blvd, Ste 603  Encino CA 91436		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL2332205600 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG4990812-01	04/29/2023	04/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Insurance

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 4, 2023

For Informational Purposes  
16530 VENTURA BLVD STE 603  
ENCINO CA 91436-5017

#### Account Information:

Policy Holder Details :	Dr. Susan Saxe Clifford PhD
-------------------------	-----------------------------



#### Contact Us

##### Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team





# CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT "B"  
DATE (MM/DD/YYYY)  
08/04/2023

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 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).

<b>PRODUCER</b> UNITED VALLEY INSURANCE SRVC/PHS 51131589 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (866) 467-8730 (A/C, No, Ext):	<b>FAX</b> (A/C, No):
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURED</b> Dr. Susan Saxe Clifford PhD 16530 VENTURA BLVD STE 603 ENCINO CA 91436-5017	<b>INSURER A:</b> Sentinel Insurance Company Ltd. 11000	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y-YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			51 SBA BA9405	04/29/2023	04/29/2024	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			51 SBA BA9405	04/29/2023	04/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

For Informational Purposes  
 16530 VENTURA BLVD STE 603  
 ENCINO CA 91436-5017

## CANCELLATION

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

*Susan S. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.

## **VI. Service Fee Schedule**

Fitness for duty examinations  
Police Officer Applicant examinations  
Applicants for Carrying Concealed Weapon (CCW) permits.

- Pre-employment psychological evaluation: \$450 per applicant
- For other services including:
  - Fitness for duty evaluation's, critical incident debriefing and consultation as requested: \$350 per hour.
- Late cancellation or no-show fee: \$150
- CCW permit psychology evaluation; \$450 total of which applicant pays \$150





**8/18/2023**

San Fernando Police Department  
Attn: Jennifer Spatig  
910 First St.  
San Fernando, CA 91340  
Tel (818) 898-1254  
Fax (818) 365-7764

Ms. Spatig,

Thank you for reaching out regarding completing psychological evaluations for pre-employment fitness for duty, and CCW applicants. I have been a licensed psychologist since 2017 and have been completing evaluations for pre-employment as well as fitness for duty since 2019.

In addition to completing the required POST classes and being on the list of approved POST evaluators, I also completed part of my post-doctoral training at the Los Angeles County Sheriff's Department Employee Support Services Bureau from 2016 to 2017. I am also a reserve police officer for the Glendale Police Department and have been there since 2011. You can contact my supervisor there as a reference (Sgt. Teal Metts – 818-937-8846).

I have been fortunate enough to have had an opportunity to train as a forensic and police psychologist and as a police officer. I am still an active reserve officer in Glendale. The unique combination of these various work and training experiences made it a natural fit for me to move on to doing pre-employment and fitness for duty evaluation for police officers.

I currently do second-opinion police officer pre-employment evaluations and I am generally hired by an applicant that is trying to appeal a decision where they were previously denied. These have been for local agencies such as the Burbank Police Department, Los Angeles County Sheriff's Department, San Bernardino County Sheriff's Department, Los Angeles Police Department, Inglewood Police Department, California Department of Corrections and Rehabilitation, Ventura County Sheriff's Department, and Port Hueneme Police Department.

For federal agencies (e.g., FBI, Secret Service, Homeland Security, Immigrations and Customs Enforcement, Department of Veteran's Affairs Police Department, and Federal Bureau of Prisons), I have also been hired by applicants that are required to undergo a mental health screening before being hired. Federal agencies follow the POST standards; however, applicants are required to find and pay for their own evaluations if they have been flagged for a mental health evaluation due to prior mental health treatment.

In addition, I have completed fitness for duty evaluations and have testified in court as an expert in this field for both local and federal law enforcement agencies. I also complete fitness



evaluations for other professions including doctors, lawyers, nurses, and teachers. While I do not have any contracts with agencies for pre-employment evaluations, I have completed fitness-for-duty evaluations for the following agencies:

- Naval Criminal Intelligence Service (NCIS). Reference: Michell J. Pulley (571-305-9191)
- Vernon Police Department (Expert witness services): Reference: Attorney Jamie Wrangle (951- 783-9470)
- United States Marine Corp. Reference: Bev Steffins (928-269-3419)

It would be an honor to be able to also complete evaluations for the San Fernando Police Department for pre-employment as well as fitness for duty. I believe my training and experience would make me a good candidate for the services you are looking to provide to your employees and applicants.

I have also completed evaluations for police officers that are trying to get their firearm rights back after being named in a temporary restraining order or have been arrested for domestic violence. These evaluations would be closely related to CCW applicant evaluations since I am also required to assess for judgment, impulse control, emotional regulation, and potential risk factors. As a reserve police officer and CCW holder, I understand and appreciate the importance of having sound judgment and psychological stability while carrying a concealed weapon. I believe that my training and experience would be invaluable in helping determine whether applicants are mentally and emotionally fit for carrying a concealed weapon.

Per the email that was sent, I have also included a fee schedule for these various types of evaluations.

- **Fitness for Duty Evaluations are billed at \$350 per hour and generally take 10 hours of work (\$3,500).** This includes a review of relevant personnel records, interviews with supervisors or HR, an interview with the employee and psychological testing, and report writing. In complex cases, this can take more than 10 hours and this would be evaluated on a case-by-case basis.
- **Pre-Employment Evaluations are billed at a flat fee of \$1,250 per evaluation and report.**
- **CCW evaluations are billed at a flat fee of \$750 per evaluation including testing and report.** This is assuming the city does not require a lengthy report.

Thank you for this opportunity to apply for this position. I have attached the required documents and supplemental information to this letter. Please contact me if you have any questions. I'm looking forward to hearing back from you.

*Emin Gharibian, Psy.D.*

**Emin Gharibian, Psy.D.**  
Forensic Psychology and Neuropsychology  
California Psychology License No. PSY29643

**Emin Gharibian, Psy.D.**  
Licensed Clinical Psychologist (PSY29643)  
2930 Foothill Blvd.  
La Crescenta, CA 91214  
818-253-1161

---

## **EDUCATION**

Psy.D.	2016	<b><u>Alliant International University</u></b> <b>California School of Professional Psychology – Los Angeles</b> Clinical Psy.D. Program - Health Emphasis Area (APA accredited program)
M.A.	2014	<b><u>Alliant International University</u></b> <b>California School of Professional Psychology – Los Angeles</b>
M.A.	2010	<b><u>Phillips Graduate Institute</u></b> Psychology
B.A.	2008	<b><u>California State University - Northridge</u></b> Psychology – Summa Cum Laude

## **POST-DOCTORAL EDUCATION**

2018 – 2020	<b><u>Fielding Graduate University</u></b> Post-Doctoral Respecialization Certificate in Neuropsychology
-------------	---

## **COURT APPOINTMENTS**

- 2019 – Appointed to Los Angeles Juvenile Court Expert Witness and Competency Panel
- 2022 – Appointed to Los Angeles Adult Criminal Court Expert Witness Panel

## **CLINICAL EXPERIENCE**

**California Department of Corrections and Rehabilitation, Offenders with Mental Health Disabilities Unit (OMHD) (March 2021 – Present)**

- Conducting forensic psychological evaluations with inmates to determine if they meet criteria for civil commitment pursuant to PC 2962.
- Preparing written reports based on records and direct examination and testifying in Board of Parole Hearings (BPH) as an expert witness.
- Completing suicide reviews based on interviews and record reviews to develop corrective action plans to reduce suicide risk in the future.

**Verdugo Psychological Associates, Founder/ Clinical Director (December 2017 – Present)**

- Private practice specializing in psychological and neuropsychological evaluations for clinical and forensic settings.
- Providing psychological and neuropsychological evaluations for competency to stand trial, civil competencies (e.g., testamentary capacity), personal injury, worker's compensation, immigration hearings, fitness for duty, pre-employment evaluations for law enforcement, and military pre-enlistment evaluations.
- Providing neuropsychological evaluations for ADHD, intellectual disabilities, learning disabilities, and cognitive impairment with adolescents and adults.

**Gunn Psychological Services, Psychologist (August 2018 – Present)**

- Independent contractor conducting comprehensive psychological and neuropsychological assessments for ADHD, intellectual disabilities, learning disabilities, and cognitive impairment with adolescents and adults.
- Experience working with veterans and active military conducting evaluations for VA benefits.
- Providing treatment recommendations regarding academic accommodations for classroom learning and standardized tests for high school, college, and graduate students.

**Department of State Hospitals, Patton State Hospital (January 2019 – March 2021)**

- Patton State Hospital is a 1,500-bed maximum-security forensic psychiatric hospital housing judicially committed patients under the following commitment types: Not Guilty by Reason of Insanity (NGRI), Incompetent to Stand Trial, Mentally Disordered Offender, and Mentally Disordered Sex Offender.
- Conducting forensic psychological evaluations on patients for a variety of legal commitments (e.g., Incompetent to Stand Trial, Not Guilty by Reason of Insanity & Mentally Disordered Offenders).
- Completing annual violence risk assessments using the HCR-20 and START for patients committed under 1370, 2962, and 1026 PC commitment codes.
- Writing court reports on the patient's progress and testifying in court and Board of Parole Hearings (BPH) as an expert witness.

**California Department of Corrections and Rehabilitation, California State Prison: Los Angeles County, (June 2017 – January 2019)**



**October 2017 – January 2019, Mental Health Crisis Bed (MHCB) psychologist:**

- Providing crisis intervention, assessing for dangerousness and grave disability with patients with severe mental illness and cognitive impairment. Providing psychotherapeutic services, and coordinating acute or long-term intensive care placements for patients in need of additional care.
- Assessing and evaluating patients for diagnostic clarification, mental competency, and malingering and feigning of psychiatric symptoms.
- Responsible for overseeing and coordinating the evaluations of patients charged with rules violations to determine if their behaviors were due to mental illness.
- Developing treatment and safety plans based on presenting symptoms, history of psychiatric problems, and psychosocial history.
- Consulting with interdisciplinary treatment teams to determine the appropriateness of treatment and level of care, as well as inmate-patients' progress in treatment.
- Credentialed to admit and discharge patients from inpatient hospitals.

**June 2017 – October 2017, Enhanced Outpatient Program (EOP) psychologist:**

- Providing psychotherapeutic and supportive services to a caseload of up to 25 inmate-patients with severe mental illness.
- Consulting with the interdisciplinary treatment team to determine the appropriateness of treatment and level of care, as well as inmate-patients' progress in treatment.
- Conducting crisis intervention and evaluations (e.g., suicidality, homicidality, grave disability). Coordinating appropriate intervention after the determination of the level of risk, monitoring inmate-patients recently discharged from the inpatient hospital, and assisting inmate-patients to prepare for parole.

**Hamlin Psyche Center, Worker's Compensation Evaluator (May 2018 – August 2018)**

- Worker's compensation evaluator for applicant denied and accepted claims.
- Experience conducting comprehensive evaluations for patients with depression, anxiety, and trauma symptoms due to workplace stress, harassment, wrongful termination, or exposure to a traumatic event.

**Los Angeles County Sheriff's Department, Psychological Services Bureau, Post-Doctoral Fellow (October 2016 – May 2017)**

- Experience in assessing and evaluating problems, diagnosing issues, and providing therapeutic interventions to LASD employees and their families.
- Experience providing critical incident interventions for sworn and non-sworn law enforcement personnel involved in shootings, dangerous situations, or traumatic incidents.
- Experience researching topics and presenting comprehensive training programs, workshops, and lectures on a variety of topics to department recruits, supervisors, management, and training officers.
- Consulting, assisting, and advising departmental management/ supervisors in approaches to law enforcement-related problems. Providing consultation and presenting training to the department's Peer Support and Addiction Recovery Programs.

**California Department of Corrections and Rehabilitation, California Institution for Men, Pre-Doctoral Psychology Intern (August 2015 – August 2016)**

- Providing mental health treatment and crisis intervention to adult inmates in the facility's Reception Center, Administrative Segregation Unit, and Mental Health Crisis Bed.
- Providing individual therapy, group therapy, and crisis intervention to inmates with moderate to severe mental health illnesses, behavioral problems, and co-occurring disorders using CBT and motivational interviewing techniques.
- Administering, scoring, and writing personality, cognitive, and neuropsychological testing batteries to assist with differential diagnoses, treatment planning, malingering, and violence risk assessment.

**RESEARCH EXPERIENCE**

**Principal Investigator (September 2012 – August 2015)**

Dissertation Title: "Associations of Job Strain, Health-Related Quality of Life, Mental Health Stigma and Seeking Mental Health Treatment: A Focus on Police Officers".

- Chair: Lekeisha Sumner, Ph.D., ABPP
- Committee Member: Robert Sack, Ph.D.

**Wayne State University: Imagery-Based Trauma-Resiliency Training for Urban Police, Co-Investigator (May 2013 – September 2013)**

- Co-investigator in a research project aimed at developing and testing an imagery-based

trauma and stress resiliency-training program to be utilized with rookie police officers.

- Responsible for outreach and recruitment of local law enforcement agencies to participate in the project.
- Adapting surveys for use in the project and assisting with the implementation of the treatment program in local law enforcement agencies.

### **OTHER WORK EXPERIENCE**

#### **Glendale Police Department, Reserve Police Officer (February 2011- Present)**

- Responding to calls for service regarding accidents, emergencies, crimes, threats, altercations, and/or requests for aid.
- Interviewing, interrogating, and recording statements from witnesses, suspects, and victims.
- Serving subpoenas, testifying in court, and consulting with the District Attorney's Office to provide information for case preparation.

### **PROFESSIONAL WORKSHOPS ATTENDED**

- Evidence-Based Evaluation of Criminal Responsibility (6 hours). American Academy of Forensic Psychology. August 2022.
- Case Law - Criminal Responsibility (3 hours). American Academy of Forensic Psychology. August 2022.
- Evaluation of Fitness for Duty: Foundations & Methods (7 hours). American Academy of Forensic Psychology. May 2020.
- Evaluation of Police Candidate Suitability: Advances in Empirically-Based Methods (4 hours). American Academy of Forensic Psychology. May 2020.
- HCR-20 Advanced Training (6 hours). Department of State Hospitals. May 2019.
- Short Term Assessment of Risk and Treatment (START) Advanced Training (7 hours). Department of State Hospitals. April 2019.
- STATIC-99 Sex Offender Risk Assessment Training (12 hours). Department of State Hospitals. April 2019
- HCR-20 Fundamentals Training (6 hours). Department of State Hospitals. February 2019.



- Assessing Civil Competencies (7 hours). American Academy of Forensic Psychology. January 2019.
- Conducting Second-Opinion Pre-employment Psychological Evaluations of Police & Other Public Safety Candidates (6 hours). Mindset CE. June 2018.
- Psychological Evaluation of Causation and Damages in Personal Injury Cases (7 hours). American Academy of Forensic Psychology. May 2018.
- Clinical Neuropsychology for the Forensic Psychologist (7 hours). American Academy of Forensic Psychology. November 2017.
- Assessing Reports of Trauma in Forensic Contexts (7 hours). American Academy of Forensic Psychology. November 2017.
- Comprehensive Assessment of Malingering (4 hours). American Academy of Forensic Psychology. November 2017.
- Personal Injury Evaluations: Law & Psychology Practice (7 hours). American Academy of Forensic Psychology. February 2017.
- Evidence-Based Screening of Police Candidates Using the MMPI-2 RF (7 hours). American Academy of Forensic Psychology. February 2017.
- Test-Based Evaluation of Feigning in Clinical Forensic Assessments (7 hours). American Academy of Forensic Psychology. February 2016.
- Forensic Evaluation in Disability Matters (7 hours). American Academy of Forensic Psychology. February 2016.
- Forensic Report Writing (7 hours). American Academy of Forensic Psychology. February 2016.
- Evaluation of Competence to Stand Trial (7 hours). American Academy of Forensic Psychology. February 2016.
- Officer-Involved Shootings: Understanding the Event, the Impact, and the Role of a Psychologist (7 hours). American Academy of Forensic Psychology. February 2016.

# Evaluator Details

Name	Emin Gharibian	
License Number	29643	<a href="#">Verify License</a>
Date Evaluator Began Screening Candidates	8/1/2019	
CPE Credit Hours	57	
Address	2930 Foothill Blvd	
City	La Crescenta	
State	California	
Zip	91214	
Phone Number	818-253-1161	
Fax	818-630-9022	
Email	drgharibian@verdugopsych.com	
Website	https://verdugopsych.com/police-officer-pre-employment-evaluations/	

# Resume/CV

The evaluator has provided a resume or curriculum vitae (CV) to POST. You may click the link below to download the resume. POST does not verify the information for accuracy.

[Download Resume](#)

# Continuing Professional Education Compliance

## Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	6/30/2019

## Mandated CPE Hours

### Past cycles

Compliance Cycle	Required Hours	Completed Required Hours?
8/1/2019-11/13/2019	2	yes
11/14/2019-11/13/2021	12	yes

### Upcoming cycle

Ending Date	Required Hours	Completed Hours
11/13/2023	12	yes

## CPE Courses Completed

The psychological evaluator has completed the following courses for continuing psychological evaluator education credit.

<u>Course Title</u>	<u>Provider Name</u>	<u>Date</u>	<u>CPE Hours</u>
<u>Forensic Report Writing</u>	American Academy of Forensic Psychology	2/25/2016	7
<u>Evidence-Based Screening of Police Candidates Using the MMPI-2-RF</u>	AAFP	2/11/2017	7
<u>Conducting Second-Opinion Preemployment Psychological Evaluations of Police and other Public Safety Candidates</u>	Mindset Continuing Education	6/16/2018	6
<u>POST Peace Officer Psychological Screening Manual Book-Based Exam</u>	Commission on POST	6/30/2019	8
<u>Evaluation of Fitness for Duty: Foundations &amp; Methods (2020 AAFP Workshops: Contemporary Issues in Forensic Psychology)</u>	American Academy of Forensic Psychology	5/9/2020	7
<u>Evaluation of Police Candidate Suitability: Advances in Empirically Based Methods (2020 AAFP Workshops: Contemporary Issues in Forensic Psychology)</u>	American Academy of Forensic Psychology	5/10/2020	4
<u>Introduction to the MMPI-3</u>	Pearson	1/26/2021	6
<u>Assessing Bias in Police &amp; Other Public Safety Candidates</u>	CONCEPT Continuing & Professional Studies (Palo Alto University)	2/11/2022	4
<u>AAFP: Introduction to MMPI-3 for Forensic Psychologists</u>	CONCEPT Continuing & Professional Studies (Palo Alto University)	2/16/2022	4
<u>Understanding the Impact of Trauma (2 hour course)</u>	CE4less	6/7/2023	2
<u>Trauma Awareness (2 hour course)</u>	Ce4Less.com	6/8/2023	2

[Add Completed CPE Training to Existing Profile](#)



State of California  
Department of Consumer Affairs  
**Board of Psychology**

This is to certify that

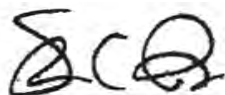
**EMIN GHARIBIAN, PsyD**

having shown to the satisfaction of the Board of Psychology that he/she possesses the qualifications required by law,  
is hereby granted this license as a

**Psychologist**

in this State and is entitled to all rights and privileges conferred by Chapter 6.6 of the California  
Business and Professions Code.

In testimony whereof, the Board of Psychology of the State of California has issued this license on the  
13th day of November, 2017.



Stephen C. Phillips, J.D., Psy.D.  
President



Antonette Sorrick  
Executive Officer

License Number: PSY29643



Trust Risk Management Services, Inc. (TRMS)

1791 Paysphere Circle, Chicago, IL 60674

Phone (877) 637-9700

FAX (877) 251-5111

November 22, 2022

Dr. Emin Gharibian  
466 Foothill Blvd #205  
La Canada, CA 91011 1036

RE: Your Trust Sponsored Professional Liability Insurance Policy # 58G28576572

Dear Dr. Emin Gharibian

Thank you for your continued participation in the Trust Sponsored Professional Liability Program.

**Enclosed is your Trust Sponsored Professional Liability Insurance Renewal.** In an effort to conserve resources and "go green" with your renewal, we have not included a copy of your insurance policy form as part of this renewal packet. The insurance policy form was provided to you previously, and the enclosed endorsements included in this renewal packet will reflect changes to your coverage, if any. If you would like a copy of the policy form, you are able to request it by accessing your account at the Online Service Center at [www.trustinsurance.com](http://www.trustinsurance.com) or by contacting our Customer Service Center. We urge you to read this renewal packet and notify us if you believe any changes are necessary.

**At the first notice of claim, lawsuit or incident, please contact our Customer Service Center immediately at 1.877.637.9700.** We will assist you in providing the necessary information to get your claims process started. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate experts working on your behalf.

If you have not already done so, **be sure to access your Online Service Center** account at [www.trustinsurance.com](http://www.trustinsurance.com). Your account is available 24 hours a day, 7 days a week, with anytime access to your professional liability insurance form. You can request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes, update your personal information and (if eligible) **renew your policy**. For your convenience we have provided your user name at the bottom of this letter. If you wish to change your customer information, simply log into the Online Service Center and click on Customer Service.

Should you have any questions regarding this correspondence, or for additional information regarding further membership benefits and other membership insurance options, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Friday 8:30am-6:00pm (est) or visit our website at [www.trustinsurance.com](http://www.trustinsurance.com). You may also email us your questions at [info@trustrms.com](mailto:info@trustrms.com).

Sincerely,

A handwritten signature in cursive script that reads "Jana N. Martin, Ph.D.".

Jana N. Martin, Ph.D., President  
Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency

Licensed Producer - Elizabeth Rucker, CA #0L41393, FL #W370684. Principal Place of Business - Maryland. Insurance provided by ACE American Insurance Company, Philadelphia, PA and its U.S.-based Chubb underwriting company affiliates. Program Administered by Trust Risk Management Services, Inc.

**OSC User Name: [egharibian@gmail.com](mailto:egharibian@gmail.com)**

**CHUBB®**

**Psychologists' Professional Liability  
Claims Made Insurance  
Policy Declarations**

**ACE American Insurance  
Company**

PRODUCER NUMBER	273865
-----------------	--------

DATE OF ISSUE	November 22, 2022
---------------	-------------------

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY  
CLAIMS MADE INSURANCE POLICY**

**NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY**  
THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING  
GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: <b>58G28576572</b>																																														
1.	<b>Named Insured:</b> Dr. Emin Gharibian <b>Address:</b> 466 Foothill Blvd #205 <b>City, State &amp; Zip Code:</b> La Canada, CA 91011 1036																																														
2.	<b>Policy Period:</b> From: 01/01/2023 To: 01/01/2024 12:01 A.M. local time at the address shown in Item 1.																																														
3.	<table border="1"> <thead> <tr> <th>COVERAGE</th><th colspan="2">LIMITS OF LIABILITY</th><th>PREMIUM</th></tr> </thead> <tbody> <tr> <td>Professional Liability</td><td>\$1,000,000 Each Incident</td><td>\$3,000,000 Aggregate</td><td rowspan="2">\$1,019.00</td></tr> <tr> <td>Wrongful Employment Practices</td><td></td><td>\$5,000 Aggregate</td></tr> <tr> <td></td><td align="center" colspan="2"><b>REIMBURSEMENTS</b></td><td rowspan="7">\$45.00</td></tr> <tr> <td>Licensing Board Defense</td><td>\$50,000 per Proceeding</td><td></td></tr> <tr> <td>Other Governmental Regulatory</td><td>\$10,000 per Proceeding</td><td></td></tr> <tr> <td>Body Defense</td><td></td><td></td></tr> <tr> <td>Deposition Expense</td><td>\$5,000 per Insured</td><td></td></tr> <tr> <td>Premises Medical Payment</td><td>\$2,500 per Person</td><td>\$75,000 Aggregate</td></tr> <tr> <td>Assault and/or Battery</td><td></td><td>\$1,000 Aggregate</td></tr> <tr> <td>Loss of Earnings</td><td>\$500 per Day, per Insured</td><td>\$15,000 Aggregate Per Incident</td></tr> <tr> <td colspan="3">Surcharge(s)</td><td></td></tr> <tr> <td colspan="3">Total Premium</td><td>\$1,064.00</td></tr> </tbody> </table>	COVERAGE	LIMITS OF LIABILITY		PREMIUM	Professional Liability	\$1,000,000 Each Incident	\$3,000,000 Aggregate	\$1,019.00	Wrongful Employment Practices		\$5,000 Aggregate		<b>REIMBURSEMENTS</b>		\$45.00	Licensing Board Defense	\$50,000 per Proceeding		Other Governmental Regulatory	\$10,000 per Proceeding		Body Defense			Deposition Expense	\$5,000 per Insured		Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate	Assault and/or Battery		\$1,000 Aggregate	Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident	Surcharge(s)				Total Premium			\$1,064.00		
COVERAGE	LIMITS OF LIABILITY		PREMIUM																																												
Professional Liability	\$1,000,000 Each Incident	\$3,000,000 Aggregate	\$1,019.00																																												
Wrongful Employment Practices		\$5,000 Aggregate																																													
	<b>REIMBURSEMENTS</b>		\$45.00																																												
Licensing Board Defense	\$50,000 per Proceeding																																														
Other Governmental Regulatory	\$10,000 per Proceeding																																														
Body Defense																																															
Deposition Expense	\$5,000 per Insured																																														
Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate																																													
Assault and/or Battery		\$1,000 Aggregate																																													
Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident																																													
Surcharge(s)																																															
Total Premium			\$1,064.00																																												
4.	Retroactive Date 01/01/2018																																														
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748 , PF15217a (05/07), CC-1K11j (03/21), PF15245a, PF15224a, PF17914 (02/05),																																														
6.	<b>Notice of claim should be sent to:</b> <b>Trust Risk Management Services, Inc.</b> 111 Rockville Pike Ste 700 Rockville MD 20850	<b>All other correspondence should be sent to:</b> <b>Trust Risk Management Services, Inc.</b> 1791 Paysphere Circle Chicago, IL 60674																																													
7.	<b>REPRESENTATIVE:</b>       	<b>Agent or broker:</b> Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency <b>Office address:</b> 1791 Paysphere Circle <b>City, State, Zip:</b> Chicago, IL 60674 <b>Website:</b> www.trustinsurance.com <b>Phone:</b> 1.877.637.9700																																													





## Renewal Notice

### IMPORTANT INFORMATION TO ALL POLICYHOLDERS

AS PART OF OUR EFFORT TO REDUCE OUR USE OF PRINTED PAPER, PLEASE BE ADVISED THAT THE ENCLOSED POLICY DOES NOT INCLUDE A COPY OF THE FOLLOWING FORM: PF15217a Psychologist CM Policy (05/07) WE HAVE NOT INCLUDED THIS FORM BECAUSE SUCH FORM WAS PREVIOUSLY PROVIDED TO YOU AND SINCE THAT TIME, THERE HAVE BEEN NO MATERIAL CHANGES TO THE FORM.

IF YOU WOULD LIKE TO OBTAIN COPIES OF THE FORM(S) PLEASE CONTACT US AT:

**TRUST RISK MANAGEMENT SERVICES, INC.**  
doing business in CA as TRMS Insurance Agency  
1791 Paysphere Circle  
Chicago, IL 60674

**OR**

**Phone: 1.877.637.9700**  
**Fax: 1.877.251.5111**  
**info@trustrms.com**  
**www.trustinsurance.com**

**CHUBB®****SIGNATURES**

Named Insured Dr. Emin Gharibian			Endorsement Number
Policy Symbol CRL	Policy Number 58G28576572	Policy Period 01/01/2023 to 01/01/2024	Effective Date 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA**(A stock company)  
**BANKERS STANDARD INSURANCE COMPANY**(A stock company)  
**ACE AMERICAN INSURANCE COMPANY**(A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**(A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA**(A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY**(A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY**(A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY**(A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



JULIET SCHWEIDEL, Secretary



JOHN J. LUPICA, President

---

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Emin Gharibian			Endorsement Number
Policy Symbol CRL	Policy Number 58G28576572	Policy Period 01/01/2023 to 01/01/2024	Effective Date 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Retroactive Date(s)**  
**Designated Individual(s) or Entity(ies)**

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date**, is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

<u>Designated Individual(s) or Entity(ies)</u>	<u>Retroactive Date(s)</u>	
<b>Emin Gharibian</b>	<b>01/01/2018</b>	
The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.

---

Authorized Agent



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Emin Gharibian			Endorsement Number
Policy Symbol CRL	Policy Number 58G28576572	Policy Period 01/01/2023 to 01/01/2024	Effective Date 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Additional Named Insured(s)**

It is agreed that:

1. The **Named Insured** shown in Item 1 of the Declarations of this policy is amended to include the following entity(ies) and if a **Retroactive Date** is listed opposite any entity(ies') name, the **Retroactive Date** set forth in the Declarations is deleted with respect to such entity(ies) and replaced with the **Retroactive Date** listed below:

**Additional Named Insured(s):**  
Verdugo Psychological Associates

**Retroactive Date**  
01/01/2018

2. The following is hereby added to the **CONDITIONS** section of the policy.

- Authorization: By acceptance of this policy the first **Named Insured** set forth in the Declarations, or in any **Named Insured Amended** endorsement, agrees to act on behalf of all other **Insureds**, including any **Insured** listed on this endorsement, with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy, any right of cancellation and in the receiving of any return premiums that may become due hereunder.

All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any **Named Insured Amended** endorsement, is hereby designated to so act on their behalf.

All other terms and conditions of this policy remain unchanged.

---

Authorized Agent



## U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/22/2022

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

Trust Risk Management Services, Inc. doing business in CA as TRMS  
Insurance Agency  
1791 Paysphere Circle  
Chicago, IL 60674

## CONTACT

NAME: Trust Risk Management Services, Inc

PHONE  
(A/C, No, Ext): 877.637.9700

FAX  
(A/C, No): 877.251.5111

EMAIL  
ADDRESS: info@trustrms.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Emin Gharibian  
466 Foothill Blvd #205  
La Canada, CA 91011 1036

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	\$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$
A	Psychologist's Professional Liability Retroactive Date: 01/01/2018			58G28576572	01/01/2023	01/01/2024	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

## CERTIFICATE HOLDER

## CANCELLATION

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

*E. Gharibian*



**City of San Fernando Police Department**  
**Submission of Qualifications:**  
**Psychological Services**

**Susan Saxe-Clifford, Ph.D., ABPP**  
**A Professional Corporation**  
**16530 Ventura Boulevard, Suite 603**  
**Encino, California 91436**

**Telephone (818) 788-8005**  
**Cell (818) 402-5025**  
**Fax (818) 788-8544**

## TABLE OF CONTENTS

	Page
I. Letter of Interest	1
II. Curricula Vitae	3
III. References	26
IV. Proof of Licenses	27
V. Certificate of Professional Liability Insurance	33
VI. Service Fee Schedule	38

**SUSAN SAXE-CLIFFORD, PH.D., ABPP, APC  
LICENSED PSYCHOLOGIST  
16530 VENTURA BOULEVARD, SUITE 603  
ENCINO, CALIFORNIA 91436-4554  
TELEPHONE (818) 788-8005**

[www.policepsych.com](http://www.policepsych.com)

License #PSY4923

TO: Irwin Rosenberg, Lieutenant Administrative Division

FROM: Susan Saxe-Clifford, Ph.D. ABPP, A Professional Corporation

RE: Letter of Interest

Thank you for the opportunity to submit to you my qualifications as a licensed psychologist and confirm my interest in providing, on your behalf, the following services: Police Applicant Evaluations; CCW Applicant Evaluations; and Fitness for Duty Evaluations.

I, Susan Saxe-Clifford, Ph.D., ABPP, am a licensed psychologist, approved provider for California and a specialist in police and public safety psychology with the American Board of Professional Psychology.

I have provided psychological services to law-enforcement since 1986. As a leader in this profession, I have: established and chaired the American Psychological Association Police and Public Safety Committee; established and chaired the International Association of Chiefs of Police Public Safety Psychology Committee; consulted with POST to create psychological screening guidelines and updated guidelines; consulted with POST to define psychological dimensions for selection; chaired a committee with POST to establish interview guidelines; and served multiple times as an expert witness in court regarding psychological screening of public safety employees. Additionally, I have continuously served as a consultant for related issues on a national level.

I have provided similar services for the San Fernando Police Department for over 25 years without difficulty. We have had critical incidents, funding issues, different management philosophies and the development of many specialized tasks over the years. In addition to the services listed above, I have provided and I am able to offer critical incident and consultation support.



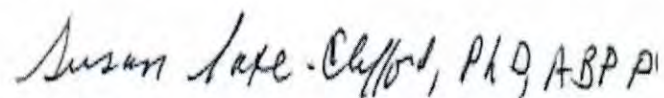
Susan Saxe-Clifford, Ph.D., a Professional Corporation, is staffed by a total of four highly experienced licensed psychologists. Rather than subcontractors, services are provided by employees. This allows for closer supervision and consistency of services. All staff have had extensive training and experience in assessment and have exceeded the requirements for evaluators. All are licensed psychologists in good standing

The office staff have long tenure and experience with processing applicants. The office and communication are secure and all HIPPA guidelines are met.

Much like the City of San Fernando Police Department, my work has been dedicated to ensuring the well-being and suitability of individuals who are seeking employment as peace officers or pursuing a CCW permit. I would be pleased to contribute to these efforts in your City.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Susan Saxe-Clifford, Ph.D., ABPP". The signature is written in a cursive, flowing style.

Susan Saxe-Clifford, Ph.D., ABPP  
Licensed Psychologist

## **II. Curricula Vitae and POST License Verification**

Susan Saxe-Clifford and Associates employs a total of four highly experienced licensed psychologists. Each has extensive training and experience in assessment. They have long term tenure with the company and are familiar with tests and procedures required for police agencies in Los Angeles County. All staff have exceeded requirements for evaluators. All are licensed psychologists in good standing. All have passed County background investigations

The pages that follow include comprehensive curricula vitae that detail the professional qualifications, licenses, education, training, experience and diploma for all psychologists who may perform psychological evaluation services. Additionally, documentation demonstrating completion of all POST mandated training is included.

**Please Note:** Additional information available on request.

SUSAN SAXE-CLIFFORD, PH.D., ABPP  
BOARD CERTIFIED IN POLICE AND PUBLIC SAFETY PSYCHOLOGY  
16530 VENTURA BOULEVARD, SUITE 603  
ENCINO, CALIFORNIA 91436-4554  
TELEPHONE (818) 788-8005  
FAX (818) 788-8544

A Professional Corporation  
Licensed Psychologist #4923  
[www.policepsych.com](http://www.policepsych.com)  
Email: [policepsych@gmail.com](mailto:policepsych@gmail.com)

### **CURRICULUM VITAE**

#### **EDUCATION:**

Ph.D. Educational Psychology, University of Southern California  
Focus: Police Psychology  
Major Area: Research, Evaluation and Measurement  
Minor Area: Counseling  
  
B.A. Psychology, University of California, Los Angeles

**LICENSE:** Licensed Psychologist, State of California, License Number PSY4923  
(12/30/1976 to present)

#### **CERTIFICATES:**

- American Board of Police and Public Safety Psychology, ABPP, ABPPSP
- 2011 to present
- National Register of Healthcare Providers in Psychology
- Association of State and Provincial Psychology Providers
- SBA UEI Pdp9xeblrcm1. Cage 34nu6.

**WEB SITE:** [www.policepsych.com](http://www.policepsych.com)

#### **CURRENT PROFESSIONAL ACTIVITIES:**

Psychological Services to Public Safety Agencies: December 30, 1976 to September 11, 1986 as sole proprietor. September 11, 1986 to present as a corporation

Employee Evaluation - Psychological screening and evaluation of applicants for public safety positions including sheriffs, probation, investigative, police and fire agencies, regular, reserve and dispatch positions; Fitness for Duty Evaluations, Return to Duty Evaluations and Post-Traumatic Incident interventions.

- All activities utilize the diagnosis and treatment of emotional and mental disorders



Management Consultation - Regarding public safety psychology and related issues

Consultant - POST (Peace Officer Standards & Training) revision of pre-employment psychological evaluation guidelines:

- Chair - Committee creating a statewide interview protocol where none previously existed
- Member - Committee establishing educational requirements for screening psychologists and approving courses.
- Past Advisor - Background Investigation Manual revision, Personal History Statement revision, 9055 Regulations revision

### **CURRENT PROFESSIONAL ACTIVITIES:**

Lecturer and Trainer - Topics include: Pre-Employment Psychological Assessment

for Public Safety Agencies, the Psychological Evaluation and the Background Investigation, Psychological Fitness for Duty Evaluations, Stress Management, Wellness, Psychology for Managers, Arming Issues for Personnel, Recruitment and Generational Differences, Critical Incident Intervention, and Legal-Psychological Issues in Law Enforcement Psychology.

Expert Witness - Law enforcement psychology and related issues for the courts and the California Legislature.

### **PROFESSIONAL ORGANIZATIONAL ACTIVITIES:**

International Association of Chiefs of Police:

- Founder and Past Chair – Psychological Services Section
- Past Chair and Committee Member – Psychological Screening Guidelines and Fitness for Duty Evaluation Guidelines 1998 to 2014
- Chair – National Mentorship Program 2010-2013

American Psychological Association, Police and Public Safety Section (Div. 18):  
Chair - 2011 to 2013

American Board of Police and Public Safety Psychology (ABPPSP)  
Treasurer, Member of Executive Board - 2011-2016

### **PROFESSIONAL APPOINTMENTS:**

California State Board of Corrections Member - six years as Governor's appointee

Focus on adult and juvenile local corrections systems i.e. the design and construction of facilities; the promotion of sound security, health, and safety practices; and the administration of appropriate correctional programming.

- . Chair – Juvenile Detention Facility Profile Survey  
Executive Steering Committee – Standards and Training for Local  
Corrections and Probation Officers Title 15 and Title 24 Revision
- . Chair – Mentally Ill Offenders Crime Reduction Grant
- . Vice Chair - Juvenile Crime Enforcement and Accountability Challenge Grant  
Programs
- . Vice Chair - Executive Committee Community-Based Punishment Options  
Planning Grants Project
- . Vice Chair - Executive Committee Standards & Training for Adult Corrections  
Title 15 Revisions

Robert Preseley Institute of Corrections (Governor's appointee)

### **PREVIOUS EXPERIENCE:**

#### Consultation

- Past Chair of the Criminal Justice Advisory Committee, National Conference of Christian and Jews.
- Affirmative Action Consultant. Expert witness for counties for Civil Rights cases.
- Member of the State of California Personnel Board, Psychological Advisory Committee
- Department of Homeland Security (TSA) - Evaluation of federal peace officers for arming (2004 – 2011).

#### **Los Angeles Police Department**

#### Consultant

- Full audit of pre-employment psychological screening program; request of Mayor
- Psychological consultant to the Olympic Law Enforcement Coordinating Council

#### Staff Psychologist (14 years)

- Development and implementation of Behavioral Science Service programs within LAPD including: management consultation, training, research, evaluation, counseling, employee assistance program, crisis negotiation team (development of initial SWAT team).
- Development and management of internship program.



- Development of training program to prepare women and minorities for law enforcement positions.

### **PROFESSIONAL MEMBERSHIPS:**

- American Psychological Association  
A.P.A. Division 18 - (Police and Public Safety Psychology): **Chair 2011-2013**  
Past Ethics Committee **Chair**
- International Association of Chiefs of Police  
Psychological Services Section - Founder and past **Chair**
- California Peace Officers' Association – Past **Chair** Psychological Screening Committee
- Leadership America
- Leadership California – past member **Board of Directors**

### **REPRESENTATIVE HONOURS:**

- 2014 Award, Outstanding Service to the Society of Police and Criminal Psychology
- 2013 Award, Outstanding Service to APA, Police and Public Safety Psychology
- 2011 Spotlight Award for Special Achievement – Public Service Psychology  
American Psychological Association
- 2011 Award for Outstanding Contribution to the Field of Police and Public Safety Psychology - American Psychological Association, Division 18
- California Peace Officers Association – awarded Life Member 2001
- Presidential Classroom - Honorary Chairperson, High School Scholars Program
- City of Los Angeles Citation for Exceptional Service
- National Conference of Christians and Jews Nominee – Woman of the Year

**PUBLICATIONS, RESEARCH PAPERS, PRESENTATIONS AND CONTINUING  
EDUCATION INFORMATION IS AVAILABLE ON REQUEST.**



# UNIVERSITY OF SOUTHERN CALIFORNIA

The Trustees of the University by virtue of the authority vested  
in them and on the recommendation of the faculty of

THE GRADUATE SCHOOL

have conferred the degree of

DOCTOR OF PHILOSOPHY

Education

on

SUSAN JOY SAXE, B.A.

who has successfully completed the requirements  
and is entitled to all Rights, Honors, and Privileges, thereunto appertaining

Given at Los Angeles, California, on the fifth day of June, in the year  
of our Lord, one thousand nine hundred and seventy-five

*John Randolph Haddock*  
President of the University

*Donald Topping*  
Chancellor of the University



*John R. Brown*  
Chairman of the Board of Trustees  
*Walter C. [illegible]*  
Dean



**William J. Smith, Psy.D., MBA**  
Licensed Clinical Psychologist (Lic.# PSY15663)  
5024 Mammoth Avenue  
Sherman Oaks, CA 91423  
Phone (cellular): 818 926-0661  
Email: [drwjs@sbcglobal.net](mailto:drwjs@sbcglobal.net)

---

## **EDUCATION**

**Pepperdine University - Graziadio School of Business and Management- Malibu**  
Master's in Business Administration (Executive Program),  
December 2003

**California School of Professional Psychology – Los Angeles**

APA Accredited  
Doctorate in Clinical Psychology, August 1994  
Masters in Clinical Psychology, May 1992

**University of Arizona – Tucson**

Bachelor of Science, May 1990

## **EXPERIENCE**

2004 – Present

**Pre-employment Psychological Evaluations – Encino, CA**  
**Susan Saxe-Clifford, Ph.D., APC**  
Independent Contractor

- Conduct structured psychological evaluations and pre-employment screenings for law enforcement applicants of various law enforcement, fire- fighting, and public safety agencies.

2011 – Present

**QTC Management, Inc. / Lockheed Martin – Los Angeles, CA**  
Independent Contractor

- Conduct C&P (compensation and pension) psychological evaluations for military veterans.

2012 – Present

**SMA Media Consulting, Inc. – Smyrna, Georgia**  
Independent Contractor

- Conduct comprehensive psychological risk-assessment evaluations for reality television contestants.

2009 – 2013

**Verdugo Mental Health – Glendale, CA**  
Chief Executive Officer (CEO)

- Provide direction and leadership toward the organization's philosophy, mission, strategy, and annual goals and objectives

- 2004 – 2009      **FrontPoint** - Pasadena, CA  
Director / Administrator
- Selection, hiring, and supervision of all clinical program staff and contractors
- 2003 – 2009      **VMHCare (formerly Verdugo Mental Health)** – Glendale, CA  
Chief Operating Officer (COO)  
*Reports to: CEO*
- Recruitment, selection, and supervision of clinic program directors and staff.
- 1995-2003      **Verdugo Mental Health** – Glendale, CA  
Coordinator of Adult Department of Mental Health Programs and  
Director of Adult Outpatient Program (1995-1997)  
*Reports to: Clinical Director*
- Selection and hiring of clinical program staff and oversight of clinical and administrative aspects of adult, DMH contracted programs.

---

#### **POSTDOCTORAL TRAINING**

- 1994-1995      **Verdugo Mental Health Center** – Glendale, CA  
**Adult Outpatient Program**  
Postdoctoral Fellow – Registered Psychologist
- 1994-1995      **Magnolia Park School** – Burbank, CA  
**VMHC Children's Services**

---

#### **OTHER PROFESSIONAL TRAINING**

- 1993-1994      **University of California** – Riverside, CA  
**Student Counseling Services**  
Psychology Intern
- 1992-1993      **Glen Roberts Child Study Center** – Glendale, CA  
Children's Services  
Psychology Intern
- 1991- 1992      **Santa Anita Family Service** – Monrovia, CA  
Outpatient Services  
Psychology Practicum Student



# California School of Professional Psychology

to all to whom these Letters shall come Greeting  
The Trustees and Faculty of the School, by virtue of the authority  
vested in them, have conferred upon

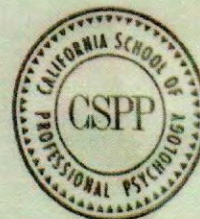
William J. Smith II

the degree of

Doctor of Psychology in Clinical Psychology

with all the Rights, Privileges, and Honors thereto pertaining

Given at the California School of Professional Psychology  
on the twenty-sixth day of August, in the year One Thousand Nine  
Hundred and Ninety-four at Los Angeles, California.



*Maui A. Lewis*  
Chairperson, Board of Trustees

*John R. Smith*  
President

*Lisa Ponchi-Sunke*  
Chancellor



**CATHY GOODMAN, Ph.D.**  
Psychologist, PSY 10604  
16530 Ventura Boulevard, Suite 603  
Encino, California 91436  
818-788-8005  
E-mail: [DrCGPhD@sbcglobal.net](mailto:DrCGPhD@sbcglobal.net)

## **CURRICULUM VITAE**

### **EDUCATION:**

Licensed Psychologist, State Of California – August 4, 1988 - License # Psy 10604

Ph.D. - Psychology - 1984  
California Graduate Institute, Westwood, CA.

M.A. - Psychology - 1978  
California State University, Los Angeles

B.A. - Psychology - 1977  
University of California, Los Angeles

### **PROFESSIONAL EXPERIENCE:**

Private practice and independent contractor since 1988.

1992 to present: Police Psychologist for Susan Saxe-Clifford, Ph.D., APC

Police and public safety psychologist providing pre-employment psychological evaluations, critical incident debriefings, crisis counseling, firearm clearances, and fitness for duty evaluations for public safety personnel.

1988 to 1998: private practice and independent contractor

Extensive work in the area of psychological and neuropsychological assessment and counseling of children under D.C.F.S. and Probation Department supervision, foster and group placement, juvenile offenders, and youth in mental health facilities. Consulted with social workers, probation officers, attorneys and other community agencies in the areas of child abuse, parenting, adoptions, and placement decisions.

Lectured on topics of anger management, stress management, behavior modification, communication strategies, parenting, and family abuse prevention.

Performed Worker's Compensation, personal injury psychological evaluations, and disability evaluations.

CATHY GOODMAN, PH.D.  
PAGE TWO

**PROFESSIONAL EXPERIENCE: (Continued)**

Individual, marriage, and family counseling.

Supervisor of interns.

**Los Angeles County Department of Children and Family Services**

Children's Services worker – employee, 1984-1988.

Investigated, identified and evaluated child abuse referrals. Crisis intervention, family maintenance and reunification of juvenile court cases. Developed treatment and service plans. Consulted with community agencies including mental health clinics, schools, hospitals, foster family agencies, and police. Prepared seminars regarding child, couple, and family abuse prevention.

**Air Force Psychologist/Intern 1979-1983**

Recipient of a Health Professions scholarship while in graduate school. Attended Officer Training School and promoted to Captain when coursework was finished.

Stationed at Lackland Air Force Base, at Wilford Hall Medical Center. Internship included several rotations including outpatient, individual, family and group counseling. Crisis/Emergency Room intervention. Consulted with psychiatrists on Inpatient Psychiatric Ward involving diagnosis and treatment. Facilitated alcohol recovery and prevention groups. Veterans counseling. Psychological and neuropsychological testing and assessment. Consulted with hospital staff. Assisted in discharge boards related to mental health issues.

**DISSERTATION:**

Divergent and Convergent Thinking of Military Career And Non-Career Officers, 1983

**PROFESSIONAL ORGANIZATIONS:**

Member, California State Psychological Association

**REFERENCES:**

Professional and personal references available upon request.



THE TRUSTEES OF THE  
**CALIFORNIA GRADUATE INSTITUTE**

ON THE NOMINATION OF THE FACULTY AND EDUCATION COUNCIL  
HAVE CONFERRED UPON

**Cathy Bea Goodman**

THE DEGREE OF DOCTOR OF PHILOSOPHY  
IN PSYCHOLOGY

WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

GIVEN AT LOS ANGELES THIS 9<sup>th</sup> DAY OF January  
IN THE YEAR NINETEEN HUNDRED AND Eighty-Four

*J. Cullett*  
CHAIRMAN OF THE BOARD



*Leo Wiesbender, PhD*  
DEAN OF FACULTY



**Meredith L. Rimmer, Ph.D.**  
**PSY 17869**

---

16530 Ventura Boulevard, Suite 603  
Encino, CA 91436

O: (818) 906-8151  
Email: drmrimmer@yahoo.com

**PROFILE**

Ph.D. in clinical psychology with expertise in neuropsychological testing. Specialized training in police and public safety psychology. Leadership and management experience as former CEO/Clinical Director for a non-profit mental health agency. Developed a nationally-recognized mental health training program for a federally-funded medical health center. Experience as Adjunct Faculty for graduate school program.

**EDUCATION**

1993-1998	California School of Professional Psychology, Los Angeles, CA; Ph.D.
1993-1996	California School of Professional Psychology, Los Angeles, CA; MA.
1989-1991	Syracuse University, Syracuse, NY; Psychology, BA, Cum Laude.
1990-1991	Syracuse University, Syracuse, NY; Counseling (Conflict Resolution and Mediation), 60 units.

**DOCTORAL DISSERTATION**

Executive Functioning and Problem-Solving Ability in Youthful Offenders:  
A Neuropsychological Assessment

**SCHOLARSHIPS AND HONORS**

California School of Professional Psychology Scholarship, Dean's List, Golden Key National Honor Society, Phi Eta Sigma (Freshman National Honor Society), Phi Chi (Psychology National Honor Society)

**CERTIFICATIONS AND SPECIALIZED TRAINING**

Trauma Focused- CBT, PTSD, P.A.R.T.S. training, mediation counseling, hospice care counseling, and AIDS home health care training, suicide intervention, crisis intervention, administration of medication, multicultural and community issues, Triple P parenting certification, Seeking Safety, Behavior therapy (DTT and ABA), pain management, American Sign Language and six years of Spanish language.

Rimmer, Page 2

## **BOARD MEMBER AND ASSOCIATIONS**

I.A.C.P. (International Association of Chiefs of Police), Los Angeles County Regional Center (Former Board of Trustees Member), Beckford Charter School (Charter Council), Achievable Health Center Advisory Member, Chicago School of Professional Psychology Speakers Bureau and National Academy of Neuropsychology (N.A.N.)

## **PROFESSIONAL EXPERIENCE**

April 2016- present **Susan Saxe-Clifford, Ph.D. and Associates, Encino, CA**

### **Associate**

- Conducts psychological screenings and evaluations of applicants for over 60 public safety positions including sheriffs, probation, university, police and fire agencies.
- Critical incident stress debriefings, fitness for duty evaluations, officer involved shooting/mass shooting debriefings, and psychotherapy for police and public safety personnel and family members
- Developed trainings and lectures on PTSD, trauma-focused care, dual-diagnoses, and other mental health issues for public safety agencies and private sector companies
- Meets POST requirements as psychological evaluator
- Program Manager for newly developed training and counseling program for probation department.

November 2011-present **The Chicago School of Professional Psychology, Los Angeles**  
**(A.P.A. Accreditation)**

### **Adjunct Faculty/Clinical Supervisor**

- Adjunct Faculty/Clinical Supervisor for Master's and Doctoral level graduate students placed in forensic settings; forensic testing and psychodiagnostic assessments; assists in program development for students in practicum placements; acts as liaison between practicum sites and graduate school; conducts site evaluations and outcome measures
- Developed training and supervision program for practicum trainees working with ID/D, ASD, dual diagnosis, and medically vulnerable population for a FQHC/integrative care health center
- Conducts individual and group supervision
- Awarded grant from LACDMH/CalMHSA for Mental Health and Wellness Program (2018-19)
- Experience with Medi-cal and EHS
- Teaches courses for Master's level and Doctoral students
- Teaches didactic seminars/trainings to supervises and staff

October 1999-June 2001      **SEEK Education, Inc. (Special Education for Exceptional Kids)**

### ***President & CEO***



Rimmer, Page 3

Established new non-profit agency and assumed responsibility of all aspects of its operation:

- Incorporated organization as 501©3 entity.
- Provided community outreach and consultation for children with special needs including autism, Down syndrome, and other developmental disabilities.
- Developed program curriculums.
- Full profit and loss responsibility.
- Responsible for fundraising and grant writing.
- Developed and implemented marketing and promotional programs.
- Reported directly to the Board of Directors.
- Achieved start-up goals and operational break-even after 7 months.
- Established partnership with leading autism agency in CA.
- Provided clinical supervision for staff

October 1998-  
December 2000

**Childrens Hospital Los Angeles (CHLA), Dr. Ernest Katz  
Childrens Center for Cancer and Blood Diseases  
UCLA Medical Center/Hematology-Oncology Clinic**

***Full-time Post-Doctoral Fellow, Psychological Consultant, and Acting-Director***

- Individual and family psychotherapy with children/adolescents with special needs including chronic medical conditions and pervasive developmental disorders; crisis intervention; hospital/inpatient, outpatient, home, and community settings.
- *School and Social Reintegration Program (SSRP)*: Provided consultation with HEMONC staff and patients, provided school-based interventions for children and young adults transitioning to or from home, hospital, and school; direct classroom interventions; classroom and school psychoeducational presentations, and consultation; advocacy for health impaired and special educational services.
- *Cognitive Skills Training Project*: Provided individual cognitive remediation sessions for children, adolescents, and young adults with neuropsychological late effects from medical treatments.
- Pediatric neuropsychological testing/assessment
- Teaching and supervision of practicum interns
- Grant writing and research

August 1997-1998

**The H.E. L. P. Group, Dr. Ilene Bell  
UCLA Neuropsychology Program, Dr. Lorie Humphrey  
(A.P.A. Accreditation)**

***Full-time Psychology Intern***

- Individual, family, and group psychotherapy with children, adolescents, and adults in a non-public school setting which included residential, day treatment, outpatient, and in-home/outreach.
- Performed pediatric neuropsychological assessments under UCLA's neuropsychology program.
- Psychological testing/assessments with children and adolescents.
- Supervision of Master's level student.

August 1996-1997

**The Glen Roberts Child Study Center, Dr. Glen Roberts**

***Psychology Intern***

- Individual, couple, family and group psychotherapy with children, adolescents and adults.
- Crisis intervention, long term and brief psychotherapy and outreach.
- Psychological testing and assessment.

Rimmer, Page 4

## **RESEARCH EXPERIENCE**

**May 2019 Collaborative Family Healthcare Association, Peer Reviewer**

- **Participated on panel as peer reviewer for research proposal submissions for annual conference**

**June-September 2010 Western Psychological Services, Consultant**

- Collected data for norming and standardization of the Social Responsiveness Scale-2 (SRS2)

**October 1999-  
September 2000 Informed Consent in the Childrens Cancer Group (CCG), CHLA**

### ***Principal Site Investigator (NIMH)***

- Conducted a nationally funded, multi-site research project on the process and ethical guidelines of informed consent for Leukemia patients who enter clinical trials.

**October 1998-1999 Cognitive Skills Training Project, CHLA**

### ***Co-Investigator of Research Project***

- Conducted cognitive remediation skills training for children and young adults with neuropsychological late effects due to treatment and CNS involvement.

**December, 1995-  
June, 1997 UCLA Clinic Study, Dr. John Weisz**

### ***Research Assistant***

- Conducted research for a longitudinal study on adjustment and psychological functioning in youngsters, parents and families prior to, during, and after therapeutic interventions.
- Conducted parent-child interviews; suicidal assessments and diagnostic testing/assessments.

**August, 1995-  
August, 1996 St. John's Child and Family Development Center, Dr. Carol Falender**

### ***Research Assistant***

- Conducted research for the Youth Development Project on "at-risk" youths and the effects of community violence on psychological functioning.

**January, 1994-  
December, 1995 California School of Professional Psychology, Dr. Shelly Harrell**

### ***Research Assistant***

- Conducted research on urban stress, family environment and perceived racism in culturally diverse populations. Responsible for data collection, interviews and editing revisions.

**August 1990-  
December 1991 Syracuse University's Psychology Department, Dr. Barbara Fiese**

### ***Research Assistant***



Rimmer, Page 5

June 1991

**American Psychological Association (A.P.A.)**

- Accepted for a presentation on parent-child interaction of young boys at the National A.P.A. Conference in Washington, DC.

March 1991

**American Psychological Society (A.P.S.)**

- Presented research at Pennsylvania State University on parent-child interactions of children.

**PUBLICATIONS**

- Patel, S., Katz, E., Richardson, R., Rimmer, M., & Kilian, S. (2009). Cognitive and Problem Solving Training in Children with Cancer: A Pilot Project, Journal of Pediatric Hematology/Oncology, 31, 670-677.

Fiese, B., Hooker, K., Kotary, L., Schwagler, J., & Rimmer, M. (1995). Family Stories in the Early Stages of Parenthood. Journal of Marriage and the Family, 57, 763-770

**PRESENTATIONS**

June 2019

**CFHA (Collaborative Family Health Care Association)  
Annual Conference, Denver, Colorado**

- Accepted for poster presentation on Achievable: A New Integrated Healthcare Model for Medically Vulnerable Individuals with Intellectual and Developmental Disabilities (ID/D)

February 2019

**CIC (Cultural Impact Conference), The Chicago School of Professional  
Psychology, Chicago, IL**

- Accepted for poster presentation on Assassination At Our Schools: The Effects of Mediatized Violence on Youth

October 2016

**N.A.D.D. (National Association of Developmental Disabilities)  
Conference**

- Co-author, Achievable Health Center: New Directions in Integrative Health Care for ID/D and medically vulnerable populations

November 2008

**Mommywood.com**

- Accepted to present as a professional expert on autism for an informational website designed for parents

January 2008

**Encino Chamber of Commerce/Wellness Committee**

- Conducted presentations at preschools throughout Los Angeles county on how to prepare young children for natural disasters and its psychological effects

September 2007

**Collegial Consortium, Co-Chair for Developmental Disabilities Committee**

- Developed presentations for pediatricians and other related professionals on the latest research and best practices in the areas of developmental disorders, learning disorders, and other childhood issues

October 1999-  
September 2000

**Informed Consent in the Childrens Cancer Group (CCG), CHLA**

- Presented informed consent research findings at the USC Norris Comprehensive Cancer Center. 19



# California School of Professional Psychology

to all to whom these Letters shall come Greeting  
The Trustees and Faculty of the School, by virtue of the authority  
vested in them, have conferred upon

**Meredith L. Rimmer**

the degree of

**Doctor of Philosophy in Clinical Psychology**

with all the Rights, Privileges, and Honors thereto pertaining

Given at the California School of Professional Psychology  
on the twenty-eighth day of August, in the year One Thousand Nine  
Hundred and Ninety-eight at Los Angeles, California.



*Mark A. Lewis*  
Chairperson, Board of Trustees

*John P. N. Albino*  
President

*Lisa Ponchi-Sunke*  
Chancellor

## **POST Evaluator Details**



## Evaluator Details

Name	Susan Saxe-Clifford, PhD,ABPP
License Number	4923
Date Evaluator Began Screening Candidates	1/1/1984
CPE Credit Hours	109
Address	16530 Ventura Blvd #603
City	Encino
State	Ca
Zip	91436
Phone Number	818-788-8005
Fax	
Email	Policepsych@gmail.com
Website	Policepsych.com

Verify  
License

## Continuing Professional Education Compliance

### Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	3/22/2019

### Mandated CPE Hours

### Past cycles





AA

post.ca.gov



F De G 4173 fulton... Cruise ship... Breast Heal... cedarssina... Secretary o... BUR to SLC,... CPE Evaluat...

**POST**

Commission on Peace Officer Standards and Training

Sign In

Settings



Quick Resources

Hiring

Training

Certification

Community

Publications

Forms

About Us



## Evaluator Details

Name	William Smith	
License Number	15663	<a href="#">Verify License</a>
Date Evaluator Began Screening Candidates	1/1/2004	
CPE Credit Hours	62	
Address	16530 Ventura Blvd. STE. 601	
City	Encino	
State	California	
Zip	91436	
Phone Number		
Fax		
Email	PRIVATE	
Website		

## Continuing Professional Education Compliance

### Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	9/29/2015

### Mandated CPE Hours

## Evaluator Details

Name	Cathy Goodman	
License Number	10604	<a href="#">Verify License</a>
Date Evaluator Began Screening Candidates	1/1/1992	
CPE Credit Hours	79.5	
Address	16530 Ventura Blvd. #603	
City	Encino	
State	CA	
Zip	91436	
Phone Number	818-788-8005	
Fax		
Email	PRIVATE	
Website		

## Continuing Professional Education Compliance

### Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	3/10/2019

### Mandated CPE Hours





AA

post.ca.gov



F De G 4173 fulton... Cruise ship... Breast Heal... cedarssinal... Secretary o... BUR to SLC,... CPE Evaluat...



POST

Commission on Peace Officer Standards and Training



Sign In



Settings



Quick Resources

Hiring

Training

Certification

Community

Publications

Forms

About Us



## Evaluator Details

Name	Meredith Rimmer
License Number	17869 <a href="#">Verify License</a>
Date Evaluator Began Screening Candidates	2/18/2016
CPE Credit Hours	52.25
Address	16530 Ventura Boulevard, Suite 603
City	Encino
State	CA
Zip	91436
Phone Number	
Fax	
Email	drmrimmer@yahoo.com
Website	

## Continuing Professional Education Compliance

### Mandated CPE Course(s)

Course Title	Completion Date
POST Peace Officer Psychological Screening Manual Book-Based Exam	2/12/2016

Mandated CPE Hours

25



### **III. References**

Listed below are four professional references who can provide insights into the performance and expertise of Susan Saxe-Clifford and Associates in similar roles.

#### **1. Whittier Police Department**

Contact: Chief Aviv Bar  
Phone: 562 505-5162  
Email: [abar@cityofwhittier.org](mailto:abar@cityofwhittier.org)

#### **2. San Gabriel Police Department**

Contact: Interim Chief Riki Nakamura  
Phone: 626 308-2834  
Email: [rn197@sgpd.com](mailto:rn197@sgpd.com)

#### **3. Arcadia Police Department**

Contact: Sergeant Larry Peralto  
Phone: 626 574-5172  
Email: [lperalta@arcadia.gov](mailto:lperalta@arcadia.gov)

#### **4. Beverly Hills Police Department**

Contact: Marco Bernocchi – HR Analyst  
Phone: 310 285-1064  
Email: [mbernocchi@beverlyhills.org](mailto:mbernocchi@beverlyhills.org)

#### **IV. Proof of Licenses**

The following pages include a copy of current Board of Psychology licensing details for each psychologist on staff who may perform the requested services.



## Verification and File Transfer Associate

### Central Services Technician

1625 North Market Blvd., Suite N-215

Sacramento, CA 95834

(916) 574-7720

(916) 574-8672 Fax

**CONFIDENTIALITY NOTICE:** Please be advised this e-mail correspondence and any attachments are a confidential communication to the addressed parties only. This e-mail may contain sensitive material not for general inspection, including work protected under attorney/client privilege. Any distribution, dissemination, duplication through electronic, hard copy, Internet, yet to be invented technologies, or forwarding of the above communication, without the express permission of the author, is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.



1625 North Market Blvd., Suite N-215 Sacramento, CA 95834

T (916) 574-7720 F (916) 574-8672 Toll-Free (866) 503-3221

www.psychology.ca.gov

November 22, 2022

### CERTIFICATION OF LICENSURE

To Whom It May Concern:

This is to certify that according to existing records of the Board of Psychology, Dr. SUSAN JOY SAXE-CLIFFORD, , has the following license data:

<b>NAME:</b>	SUSAN JOY SAXE-CLIFFORD
<b>LICENSE TYPE:</b>	Psychologist
<b>LICENSE NUMBER:</b>	PSY4923
<b>ISSUE DATE:</b>	December 30, 1976
<b>EXPIRATION DATE:</b>	August 31, 2024
<b>LICENSE STATUS:</b>	Current
<b>EFFECTIVE DATE OF STATUS:</b>	September 15, 2022
<b>ADDRESS OF RECORD:</b>	16530 VENTURA BLVD STE 603 ENCINO, CA 91436-5017

I further certify that there is no current or prior disciplinary action taken by the Board against the above license.

Verified By:

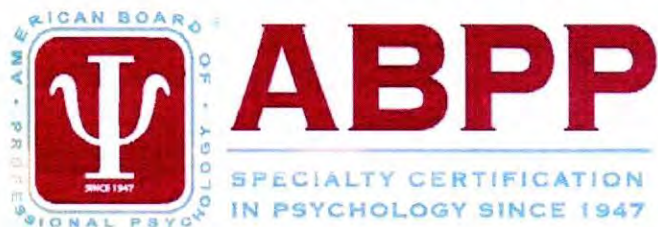
SANDRA MONTEERRUBIO

ENFORCEMENT PROGRAM MANAGER



This certification is valid only when signed by an official custodian of the records of the Board of Psychology with the Board's seal.  
600 CERT3.102220





11/10/2022

### VERIFICATION LETTER FOR:

Susan Saxe-Clifford, PhD, ABPP

Susan Saxe-Clifford, PhD is currently qualified as a specialist in the specialty area(s) listed below. The information provided is considered primary source verification and is updated daily. Certifications expire on 12/31 of each year, although a grace period of 90 days is granted prior to imposing a late fee.

Board Certification Specialty & Subspecialty	Certification Number	Issue Date	Expiration Date
Police & Public Safety	6966	10/21/2011	12/31/23

The American Board of Professional Psychology (ABPP) verifies annually that its certified specialists have maintained the requirements of specialty certification, including licensure at the independent level, continued practice in the specialty, and proper professional standing.

The ABPP requires appropriate doctoral education as a foundation for specialty practice and such postdoctoral preparation necessary to meet the standards of the specialty. Having met eligibility requirements, candidates must pass a final oral examination designed to allow the candidate the opportunity to demonstrate the defining competencies required to practice the specialty.

We appreciate your interest in confirming a specialist's status with the American Board of Professional Psychology.

Sincerely,

Kathy Holland  
office@abpp.org

Administrative Assistant  
American Board of Professional Psychology  
600 Market Street, Suite 201  
Chapel Hill, NC 27516  
Phone: 919-537-8031  
Fax: 919-537-8034



November 22, 2022

### CERTIFICATION OF LICENSURE

To Whom It May Concern:

This is to certify that according to existing records of the Board of Psychology, Dr. WILLIAM J SMITH II, Psy.D., has the following license data:

<b>NAME:</b>	WILLIAM J SMITH II
<b>LICENSE TYPE:</b>	Psychologist
<b>LICENSE NUMBER:</b>	PSY15663
<b>ISSUE DATE:</b>	March 13, 1998
<b>EXPIRATION DATE:</b>	October 31, 2023
<b>LICENSE STATUS:</b>	Current
<b>EFFECTIVE DATE OF STATUS:</b>	September 28, 2021
<b>ADDRESS OF RECORD:</b>	16530 VENTURA BLVD STE 603 ENCINO, CA 91436-5017

I further certify that there is no current or prior disciplinary action taken by the Board against the above license.

Verified By:

SANDRA MONTEERRUBIO  
ENFORCEMENT PROGRAM MANAGER



This certificate is valid only when signed by an official custodian of the records of the Board of Psychology with the Board's seal.



November 22, 2022

**CERTIFICATION OF LICENSURE**

To Whom It May Concern:

This is to certify that according to existing records of the Board of Psychology, Dr. CATHY BEA GOODMAN, has the following license data:

<b>NAME:</b>	CATHY BEA GOODMAN
<b>LICENSE TYPE:</b>	Psychologist
<b>LICENSE NUMBER:</b>	PSY10604
<b>ISSUE DATE:</b>	April 04, 1988
<b>EXPIRATION DATE:</b>	December 31, 2023
<b>LICENSE STATUS:</b>	Current
<b>EFFECTIVE DATE OF STATUS:</b>	December 05, 2021
<b>ADDRESS OF RECORD:</b>	4950 LOUISE AVE UNIT 201 ENCINO, CA 91316-3952

I further certify that there is no current or prior disciplinary action taken by the Board against the above license

Verified By:

SANDRA MONTEERRUBIO  
ENFORCEMENT PROGRAM MANAGER



This certification is valid only when signed by an official custodian of the records of the Board of Psychology with the Board's seal.





November 22, 2022

**CERTIFICATION OF LICENSURE**

To Whom It May Concern:

This is to certify that according to existing records of the Board of Psychology, Dr. MEREDITH L RIMMER, Ph.D., has the following license data:

<b>NAME:</b>	MEREDITH L RIMMER
<b>LICENSE TYPE:</b>	Psychologist
<b>LICENSE NUMBER:</b>	PSY17869
<b>ISSUE DATE:</b>	February 19, 2002
<b>EXPIRATION DATE:</b>	December 31, 2023
<b>LICENSE STATUS:</b>	Current
<b>EFFECTIVE DATE OF STATUS:</b>	December 10, 2021
<b>ADDRESS OF RECORD:</b>	16530 VENTURA BLVD STE 603 ENCINO, CA 91436-5017

I further certify that there is no current or prior disciplinary action taken by the Board against the above license.

Verified By:

SANDRA MONTEERRUBIO  
ENFORCEMENT PROGRAM MANAGER



This certification is valid only when signed by an official custodian of the records of the Board of Psychology with the Board's seal.

**V. Certificate of Professional Liability Insurance**

Account Number: CA SUSA 1650

Date: 4/27/23 Initials: DRICCIAR

**CERTIFICATE OF INSURANCE**

ALLIED WORLD INSURANCE COMPANY  
 C/O: American Professional Agency, Inc.  
 95 Broadway, Amityville, NY 11701  
 800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Named Insured:

SUSAN SAXE-CLIFFORD, PH.D.  
 A PROFESSIONAL CORP.  
 16530 VENTURA BLVD  
 STE 603  
 ENCINO CA 91436

Additional Named Insureds:

SUSAN SAXE-CLIFFORD, PHD  
 CATHY GOODMAN, PHD  
 WILLIAM SMITH, PSYD  
 MEREDITH RIMMER, PHD

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A

(If different than address listed above)

**Claim History:**

Retroactive date is 03/01/2004

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-0137	3/01/2023	3/01/2024	2,000,000 4,000,000

**NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.**

**Comments:** THIS POLICY HAS BEEN ENDORSED WITH CYBER LIABILITY COVERAGE.

This Certificate Issued to:

**Name:** SUSAN SAXE-CLIFFORD, PH.D.  
 A PROFESSIONAL CORP.  
**Address:** 16530 VENTURA BLVD  
 STE 603  
 ENCINO CA 91436  
 APA 00138 00 (06/2014)



Authorized Representative





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2023

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).

<b>PRODUCER</b> Worthington Insurance Services  4784 Katella Ave. Los Alamitos CA 90720		<b>CONTACT NAME:</b> Donna Kilroy <b>PHONE (A/C, No, Ext):</b> (562) 795-5744 <b>FAX (A/C, No):</b> (562) 795-5740 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Employers Assurance Co.	
<b>INSURED</b> Dr. Susan Saxe-Clifford, PhD 16530 Ventura Blvd, Ste 603  Encino CA 91436		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL2332205600 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG4990812-01	04/29/2023	04/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Insurance

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 4, 2023

For Informational Purposes  
16530 VENTURA BLVD STE 603  
ENCINO CA 91436-5017

#### Account Information:

Policy Holder Details :	Dr. Susan Saxe Clifford PhD
-------------------------	-----------------------------



#### Contact Us

##### Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2023

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 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).

<b>PRODUCER</b> UNITED VALLEY INSURANCE SRVC/PHS 51131589 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 467-8730	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURED</b> Dr. Susan Saxe Clifford PhD 16530 VENTURA BLVD STE 603 ENCINO CA 91436-5017	<b>INSURER A:</b> Sentinel Insurance Company Ltd. 11000	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y-YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			51 SBA BA9405	04/29/2023	04/29/2024	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			51 SBA BA9405	04/29/2023	04/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
							AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

For Informational Purposes  
 16530 VENTURA BLVD STE 603  
 ENCINO CA 91436-5017

## CANCELLATION

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

*Susan S. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.



## **VI. Service Fee Schedule**

Fitness for duty examinations  
Police Officer Applicant examinations  
Applicants for Carrying Concealed Weapon (CCW) permits.

- Pre-employment psychological evaluation: \$450 per applicant
- For other services including:
  - Fitness for duty evaluation's, critical incident debriefing and consultation as requested: \$350 per hour.
- Late cancellation or no-show fee: \$150
- CCW permit psychology evaluation; \$450 total of which applicant pays \$150

## **Sepideh A. Souris, PSY.D., SAP Clinical Psychologist – PSY 14946**

---

August 14, 2023

Ms. Jennifer Spatig  
Management Analyst  
The City of San Fernando Police Department  
910 First Street  
San Fernando, CA 91340

Dear Ms. Spatig,

### **REQUEST FOR QUALIFICATION AND QUOTE**

As a licensed psychologist of more than 25 years, I respectfully and confidently submit this letter of interest, along with supporting documentation, that highlights my knowledge and experience in several psycho-legal areas of assessment which include a) pre-employment/ post-offer (PEPO) psychological evaluations of applicants, b) psychological Fitness-For-Duty Evaluations (FFDE) of incumbent peace officers, and c) Carry Concealed Weapon (CCW) evaluations of applicants. I consider this letter of interest a broad-based overview of both my intent and qualifications for the professional services agreement that the City of San Fernando is planning to enter in to with the selected psychologist and ideally serving as a springboard for further discussion.

As a seasoned clinical psychologist, I am well-versed in both the science of psychology and its multifaced psychotherapeutic applications including the provision of clinical and counseling services with the aim of optimizing patient resilience and recovery from a variety of life dilemmas and restraining mental health conditions of varying severity. Fundamental to this purpose is my expertise in the arenas of psychodiagnostic assessment via the use of objective empirical measures including, but not limited to instruments of cognitive and personality assessment. These assessment measures, in addition to psychodiagnostic interviewing, have provided a framework within which I have diagnosed a multitude of psychological and neuropsychological conditions over the years including co-occurring, psychoactive substance use disorders in a variety of settings. For example, coinciding with my entry into the field, I worked for the County of Los Angeles, beginning my career at the Men's Central Jail where, in part, I gained firm familiarity with the essential functions of a peace officer in a custody setting. Since 2004, I have been Chief of Psychological Services for Los Angeles County. In this versatile role, I oversee and make final determinations on a variety of psychological evaluations conducted by the team of psychologists that I supervise. After reviewing and discussing their reports, I will provide a final decision about suitability on 1) PEPO psychological evaluations for the positions that are governed under California Government Code 1031 (f) and the requirements set forth by the California Peace Officer Standards and Training (POST); 2) for those cases whereby the

**6200 Canoga Avenue, Suite 335 Woodland Hills, California 91367  
(310) 993-3620 Fax: (747) 300-9246 Email: drssouris@yahoo.com**

Ms. Jennifer Spatig  
Request for Qualification & Quote  
Page 2

---

applicants were found unsuitable and presented a second opinion, as well as 3) for FFDEs conducted on employees of LA County Sheriff's Department, Department of Probation, Fire Department, and many others. I have directly supervised and rendered final determinations on approximately 5000 cases where part of the evaluation was carried out by some of the psychologists who may be amongst the recipients of the request for qualifications issued by the City of San Fernando Police Department.

Furthermore, in my private practice, I have rendered second opinion evaluations for applicants for Los Angeles City Police Department, California Highway Patrol, and many other law enforcement municipalities. I have been subcontracted with the State of California – Department of Corrections and perform PEPO on Correctional Officers. Utilizing the guidelines set forth by the Psychology Division of the International Association of Chiefs of Police (IACP), I have conducted many psychological FFDEs and Independent Medical Evaluations for different entities, notably Pasadena Police Department.

As can be gleaned from my Curriculum Vitae (CV), several years ago, I provided a six-hour training for psychologists which was approved by CA POST for Continuing Education (CE) towards POST requirements on Psychological Fitness-For-Duty Evaluations for Police and Public Safety Positions (April 2018). I also formulated subsequent online training that afforded POST CE credits, on the same topic. It is also important to note that Internationally, at the request of the U.S. Department of State, I have provided training on Pre-Employment Psychological Screening and Appeal Process for the International Study Tour from Mexico in Los Angeles in January 2017 and September 2019. The US State Department requested that I travel to Mexico in December 2017, and I was also asked to present at the Fourth International Congress of Control de Confianza to present on Psychological Testing and Test Analysis of Law Enforcement Candidates. In June 2020, amidst the unrest surrounding police excessive use of force, I was asked to be part of a panel presentation and provide training on Pre-Employment and Psychological Fitness-for-Duty Evaluation of Law Enforcement Candidates and Personnel to the Los Angeles County Sheriff's Oversight Committee during a virtual conference. At this time, I am invited to partake in another international conference in Mexico City in September 2023 and discuss the foundations of Fitness-For-Duty of law enforcement personnel. Additionally, I am involved in the development of another course for psychologists which would be presented for POST CE credits in early to mid-2024.

Relatedly, the book chapter that I have written entitled, "Pre-employment and Fitness-for-Duty in the Law Enforcement Arena" was published in *Forensic Mental Health Evaluations in the Digital Age: A Practitioner's Guide to Using Internet-Based Data*, in 2020 by Springer Publishing Company. I am in planning stages for additional journal or book publications, as well.

Examination of my CV also reveals my role as a subcontractor with the Veteran's Administration (VA) affording Compensation and Pension (C&P) Evaluations of veterans for Post-traumatic Stress Disorder (PTSD) and other mental conditions that are claimed to be secondary to their military service, I have also provided neurocognitive evaluations of veterans to discern whether the symptoms impacting them is the result of a Traumatic Brain Injury (TBI) incurred during their service. Additionally, I have been certified and am a Substance Abuse Professional (SAP), and



Ms. Jennifer Spatig  
Request for Qualification & Quote  
Page 3

---

provide assessments based on the guidelines and regulations set forth by the Federal Department of Transportation (DOT) on the fitness of commercial drivers and those in other safety-sensitive positions and have conducted assessments for the Southern CA Gas Company, Metro, and various other agencies.

As outlined above, I have notable experience and expertise in conducting various evaluations as required by the City of San Fernando Police Department on applicants, incumbents, and those pursuing CCW permits. My additional experience as a subcontractor with the VA and rendering diagnostic and referral services as an SAP has been conducive to my fine-tuned awareness of the relevance of stressor-, and trauma-based syndromes such as PTSD, and co-morbid substance use disorders, among peace officers, along with the concomitant ramifications of these conditions to the "dailiness" of their essential job functions, particularly as related to their capacity for functioning safely, and without harm to self, the public, or jeopardizing the safety of other officers.

Attached for your review and consideration of my qualifications are my CV, a list of POST courses taken demonstrating completion of POST-mandated training along with a screenshot from the POST Psychological Evaluators List, references, proof of licensure in the State of California, certificate of liability insurance, and the service fee schedule. I have reviewed the template for professional services that was included and am familiar with it, based on my experience of boilerplate contracts and master agreements, and at this time, I have no proposed amendments. Please do not hesitate to contact me if further discussion of my qualifications, expertise, fee schedule, or availability is required.

Sincerely,



Sepideh A. Souris, Psy.D.  
Clinical Psychologist  
Qualified Substance Abuse Professional (SAP)

Attachments

**Sepideh A. Souris, Psy.D., SAP**

[drssouris@yahoo.com](mailto:drssouris@yahoo.com)  
310-993-3620

**Education**

**1991 to 1995** Doctor of Psychology, Pepperdine University, Culver City, California  
Graduate School of Education and Psychology  
APA Approved Program

**1989 to 1991** Master of Arts, Pepperdine University, Culver City, California  
Graduate School of Education and Psychology  
Major: Psychology

**1983 to 1989** Bachelor of Arts in Psychology  
University of California, Los Angeles  
Los Angeles, California

**License & Certifications**

**1997** Psychologist License, Current PSY 14946

**2002** Advanced Professional Development Certificate in Section Head Management

**2018** Certificate – Substance Abuse Professional

**Professional Experience**

**August 2020  
to  
Present**

**Senior Human Resources Manager**

Occupational Health & Leave Management Programs  
Los Angeles, California

Duties: Offer supervision and leadership of Occupational Health & Leave Management Programs (OHLM) Division on daily basis. Directing and implementing projects such as the new disability management and compliance program for the Leave Management section; planning and directing new programming and delivery of services for the Counseling and Evaluation Section such as assisting the line Departments on credentialing of contractors for pre-employment psychological evaluations. Representing the Department of Human Resources and the Division in meetings with outside organizations such as UCLA; Advising and assisting the Assistant Director in matters such as Fitness-For-Duty Evaluation and Reasonable Suspicion, as well as organizations activities and planning; Recruitment and hiring of staff as well as addressing disciplinary/corrective action matters. Providing assistance to the Assistant Director on contracting process for Health Clinics; and program development for Occupational Health and Disability Compliance and Management sections. .

**March 2004  
to  
Present**

**Chief of Psychological Services**

Occupational Health Programs – Counseling and Evaluation Section  
Los Angeles, California

Duties: Offer supervision and administration of Psychological Services Unit and Employee Assistance Program which provide services to all the Los Angeles County departments and over 100,000 county employees; being an **expert**

**witness on behalf of departments in Los Angeles Superior Court and Civil Service Commission Hearings;** afford consultation to county departments personnel officers about fitness for duty and return to work assessment; review of medical records and psychological testing reports to make final determinations on pre-employment/post-offer (PEPO) psychological evaluations, psychological Fitness-for-Duty (FFDE) and appeal evaluation; program development; coordination of LA County Drug-Free Work Place policy and procedure. Providing various trainings Countywide including but not limited to: Threat Assessment and Workplace Violence Prevention; Psychological Reevaluation Guidelines, and Stress Management for Attorneys.

**September 2016  
to  
Present**

**Private Practice**  
Woodland Hills, California

Providing consultation, expert witness testimony, Independent forensic examinations, PEPO, FFDE, and second opinion/appeal of Pre-employment Psychological unsuitability for applicants for peace officer positions; as well as substance abuse professional (SAP) evaluations per Department of Transportation regulations. Conducting Compensation & Pension (Disability) Evaluations for Veteran's Administration (VA), neurocognitive and Franklin Mitigation Evaluations as well as other forensic examinations. Offering psychotherapy for PTSD, depression, anxiety, and other disorders.

**May 2003  
to  
March 2004**

**Senior Community Mental Health Psychologist (Training Director)**  
Department of Mental Health, Augustus F. Hawkins Mental Health Center  
Los Angeles, California

**Duties:** Provide direction and management for all aspects of a nationally listed psychology pre-doctoral internship and externship program; supervise psychology trainees; coordinate training seminars; conduct meetings with the off-site supervisors for trainees, as well as training directors from doctoral programs; preparing self-study for application to American Psychological Association Accreditation, and associated responsibilities.

**March 2001  
to  
May 2003**

**Senior Community Mental Health Psychologist**  
Adult Systems of Care, Department of Mental Health  
Los Angeles, California

**Duties:** Program development and implementation; managing day-to-day operations of two county wide intensive case management programs for high utilizers-Adult Targeted Case Management Services (ATCMS) and PARTNERS; supervision; clinical consultation; participate in meetings with Department and community agencies to address adult systems of care issues; special projects such as preparation and facilitation of the transfer of operation and management of Augustus F. Hawkins Comprehensive Mental Health Center (AFH) from Department of Health Services to Department of Mental Health, establishing "Walk-in" Clinic procedures at AFH, and related tasks.

**September 2000  
to  
March 2001**

**Clinical Psychologist II/ Program Person**  
Emergency Outreach Bureau  
Los Angeles, California

**Duties:** Assist Deputy Director of Emergency Outreach Bureau in program development, and program evaluation as it relates to emergency psychiatric mobile response, homeless outreach, and mental health centers; participate in meetings with Department and/or community agencies to address system of care issues; investigate complaints from consumers and family members related to the



bureau and mental health centers; provide training in the administration of mental health services; facilitate and participate in a variety of meetings to maintain and assure acceptable standards of practice, as well as formulate policies and standards; and offer consultation and direct services as needed.

**June 1998  
to  
September 2000**

**Program Manager**

Edmund D. Edelman Westside Mental Health Center  
Los Angeles, California

**Duties:** Provide assistance to the District Chief in the administration of mental health services, to design treatment programs and coordinate program services in system of care; clinical and administrative supervision of a multidisciplinary staff; managing the day-to-day operations of the center; direct, facilitate and participate in a variety of clinic meetings to develop, maintain and assure acceptable standards of operation (e.g., General Staff, Management staff, Safety, etc.); participate in meetings with Department and/or community agencies to develop new programs and resources to meet the mental health needs in the community; represent the mental health services program in meetings with other County Departments, State and Federal representatives, and other public and private agencies; investigate complaints from patients and public in regards to the treatment and services received in conjunction with Patient Rights advocacy division; provide training in mental health consultation, case management, crisis intervention and psychotherapeutic techniques to professional staff and community practitioners; develop reporting procedures to ensure that statistical data about the program is reported accurately and in a timely manner; formulate policies and procedures which regulate the mental health services program; coordinate the development and delivery of staff training necessary to maintain the mandated level of service; plan, assign and evaluate the work of staff; administer, plan and direct outpatient and crisis intervention services.

**March 1997  
to  
June 1998**

**Clinical Psychologist II (Administrative & Clinical Supervisor)**

Forensic Outpatient Program, Twin Towers Correctional Facility  
Los Angeles, California

**Duties:** Evaluation of chronically mentally ill male inmates in mental observation modules, intake interviews, crisis intervention and stabilization, coordination of Day Treatment Program and staff on module, administrative supervision, group supervision of unlicensed professional staff, providing training for Sheriff deputies, and program development.

**Professionally relevant experience**

**August 2002  
to  
May 2015**

**Reviewer**

County of Los Angeles – Department of Mental Health, Training and Cultural Competency Bureau  
Los Angeles, California

**Duties:** As a volunteer experience professional, reviews of current proposals for continuing education courses for psychologists are offered to the Department of Mental Health, Training, and Cultural Competency Bureau. As part of “Reviewer Recommendations” the proposed course content, the presenter’s expertise, and relevance to the field are taken into consideration.

### **Teaching Experience**

**September 2005  
to  
December 2005**

**Adjunct Professor**

Phillips Graduate Institute  
Encino, California

Duties: Responsible for teaching psychology courses to graduate students (Consultation in Diverse Settings).

**July 1998  
to  
December 2005**

**Assistant Clinical Professor (Formerly Clinical Instructor)**

UCLA, Department of Psychiatry and Bio-behavioral Sciences  
Los Angeles, California

Duties: Providing supervision to psychiatry residents, as well as teaching Doctoring 2 course to medical students and lecturer in Cross Cultural Seminar for third year psychiatry residents since September 1999.

**August 1997  
to  
June 2001**

**Adjunct Professor**

California State University, Fullerton  
Fullerton, California

Duties: Responsible for teaching Sociology courses to undergraduate students. The classes are designed to acquaint the participants with the study of social relationships and interactions, emotions, and marital dissolution.

**September 1997  
to  
August 2001**

**Adjunct Professor**

Pepperdine University, Graduate School of Education & Psychology  
Culver City, California

Duties: Responsible for teaching psychology courses to graduate students (Cross-Cultural Counseling and Comprehensive Review).

**August 1996  
to  
June 1997**

**Adjunct Professor**

Citrus Community College  
Glendora, California

Duties: Responsible for teaching psychology course(s) to undergraduate students. The class is designed to acquaint the participants with the study of human behavior and relationships.

**August 1996  
to  
December 1996**

**Assistant Professor (Adjunct)**

California School of Professional Psychology (CSPP)  
Alhambra, California

Duties: Responsible for teaching psychology course(s) to graduate students in the Multicultural Community Mental Health Track. The goal of the course is to provide an overview of mental health issues concerning the four major minority groups and to improve one's cross-cultural competence in the area of knowledge as a basis for clinical interventions.

### **Research Experience**

**September 1992  
to  
December 1994**

**Doctoral Dissertation**

One-and-a-half generation of Iranian immigrants: Psychological impact of the acculturation process (defended December 5, 1994).

### **Community Experience**

**June 1994  
to  
October 1996**

#### **Consultant**

The Voice of Generations (a program on 24 Hour Persian Radio Station) and Discussion with Professionals. Have served as a research and clinical consultant on live radio programs. Have done community outreach, discussed and answered questions (live on the radio) on psychological and sociological topics concerning Iranian immigrant youths in the United States.

### **Publication**

Souris, S. (2020). Integration of Internet based Data in Pre-Employment and Fitness-For-Duty Psychological Evaluations in the Law Enforcement Arena. Chapter published in Batastini, A., & Vitacco, M. (Eds.), *Forensic Mental Health Evaluations in the Digital Age: A Practitioner's Guide to Using Internet-Based Data*. New York: Springer.

### **Presentations**

Souris, S. and Jorgensen, M. (July 2022). Executive Burnout and Brain Fog. Training provided at CACEO Conference. Burbank, California

Souris, S. and Jorgensen, M. (June 2022). Executive Burnout and Brain Fog. Training provided at Los Angeles County Special Department Heads and Chief Deputies Meeting. CACEO Conference. Los Angeles, California

Souris, S. (May 2022). Managing in the New Normal. Training provided at the County of Los Angeles Department of Human Resources Senior Managers' Meeting. Los Angeles, California

Souris, S. (March 2022). Hope: delete, pause, or reset. Training provided at the Los Angeles County Management Council as Keynote speaker. Los Angeles, California

Souris, S. (July 2021). Workplace Violence: Are we immune? Training provided at the Los Angeles County Departmental Human Resource Managers' Meeting. Los Angeles, California

Souris, S. (May 2021). Our greatest hits, misses and why do we need to return to the physical work environment? Training provided at the County of Los Angeles Administrative Deputies Meeting. Los Angeles, California

Souris, S. (July 2020). Stress Management for the Forgotten Group. Training provided at the County of Los Angeles Management Council Meeting. Los Angeles, California

Souris, S. (June 2020). Pre-Employment and Psychological Fitness-for-Duty Evaluation of Law Enforcement Candidates and Personnel. Panel presenter at the Los Angeles County Sheriff's Oversight Committee Virtual Conference. Los Angeles, California.

Souris, S. (September 2019). Pre-Employment Psychological Evaluation of Law Enforcement Candidates. Training provided for International Study Tour from Mexico and the US Department of State. Woodland Hills, California.

Souris, S. (August 2018). Guidelines for Psychological Fitness-For-Duty Evaluations. Training provided at the County of Los Angeles Management Council Meeting, Alhambra, California.

Souris, S. (April 2018). Psychological Fitness-For-Duty Evaluations for Police and Public Safety Positions. Continuing education training provided via Mindset Continuing Education. Los Angeles, California.

Souris, S. (December 2017). Psychological Testing and Test Analysis of Law Enforcement Candidates. Presentation to be provided at the Fourth International Congress of Control de Confianza. Mexico City, Mexico.



Souris, S. (January 2017). Pre-Employment Psychological Screening and Appeal Process. Training provided for International Study Tour from Mexico and the US Department of State. Los Angeles, California.

Souris, S. (October 2016). Fact-Checking: Psychological Fitness-For-Duty Evaluations. Training provided at County of Los Angeles Return-to-Work Coordinators Meeting, Commerce, California.

Souris, S. (May & June 2016). Reevaluation Guidelines and Departmental Agreements. Training provided at County of Los Angeles Department of Public Social Services Meetings, El Monte, California.

Souris, S. (November 2015). Pre-Employment Psychological Evaluations. Training provided at County of Los Angeles Risk Managers Coordinators' Meeting, Alhambra, California.

Souris, S. (September 2015). A View of Psychological Fitness-for-Duty Evaluations through the Legal Lens. Training provided at County of Los Angeles Advocate Council Meeting, Los Angeles, California.

Souris, S. (June 2015). A View of Psychological Fitness-for-Duty Evaluations through the Legal Lens. Training provided at County of Los Angeles Management Council Meeting, Los Angeles, California.

Souris, S. (May 2015). Reevaluation Guidelines and Departmental Agreements. Training provided at the County of Los Angeles Department of Public Social Services Meeting, El Monte, California.

Souris, S. (May 2014). Reevaluation Guidelines and Departmental Agreements. Training provided at the County of Los Angeles Return-to-Work Coordinators Meeting, Commerce, California.

Souris, S. (May 2013). Workplace Violence: Are we immune? Training provided at County of Los Angeles Risk Managers Coordinators Meeting, Alhambra, California.

Souris, S. (April 2013). Psychological Reevaluation Guidelines. Training provided at County of Los Angeles Return-to-Work Coordinators' Meeting, Commerce, California.

Souris, S. (March 2013). Effective Communication. Training provided to County of Los Angeles Management Council, Los Angeles, California.

Souris, S. (October 2012). Workplace Threat Assessment and Violence Prevention. Training provided at County of Los Angeles DHRM Meeting, Los Angeles, California.

Souris, S. (April 2012). Workplace Violence Prevention. Panel workshop provided to various Departments, Los Angeles, California.

Souris, S. (September and October 2011). Some of our "Greatest Hits". Training provided at County of Los Angeles DHRM and Risk Managers Meeting, Alhambra, California.

Souris, S. (March 2011 and various dates throughout 2011). Stress Management Training for Supervisors and Managers. Training provided to various Departments in the County of Los Angeles.

Souris, S. (April 2010). Stress Management Training for Attorneys. Training provided through the County of Los Angeles Alternate Public Defender Office, Los Angeles, California.

Souris, S. (March 2010 and various dates throughout 2010 & 2011). Psychological Reevaluation Guidelines Training provided to various Departments and Countywide training in the County of Los Angeles.

Souris, S. (May 2007 and various dates throughout 2007, 2008, 2009, 2010 & 2011). Workplace Threat Assessment and Violence Prevention. Training provided to various Departments in the County of Los Angeles.

Souris, S. (July 2009). Psychological Fitness for Duty Dynamics. Training provided through County of Los Angeles, CEO, Loss Control & Prevention Section, Los Angeles, California.

Souris, S. (August 2008). Psychological Re-evaluation Guidelines. Training provided at County of Los Angeles Sheriff Department, Los Angeles, California.

Souris, S. (October 2006). Psychological Re-evaluation Guidelines. Training provided at the County of Los Angeles Risk Managers Meeting, Alhambra, California.

Akhavanhaidary, S. (June 2004). Iranian clients: Acculturation and Treatment. Training provided at UCLA Cross-Cultural Psychiatry Seminar, Los Angeles, California.

Akhavanhaidary, S. (January 2003). Clinical Interventions in the treatment of Iranian clients. Training provided at UCLA Cross-Cultural Psychiatry Seminar, Los Angeles, California.

Akhavanhaidary, S. (May 2001). Impact of Multicultural Diversity on Delivery of Mental Health Services. A training provided at Psychology Seminars of Los Angeles Psychology Consortium, Los Angeles, California.

Akhavanhaidary, S. (August 2000). Overview and Access to Mental Health System in Los Angeles County. Training provided for California Family Health Council, Rosemead, California.

Akhavanhaidary, S. (July 2000). Therapeutic Interventions Used with the Iranian Population. Training provided at UCLA Cross-Cultural Psychiatry Seminar, Los Angeles, California.

Akhavanhaidary, S. (May 2000). Cross-Cultural Sensitivity and Therapeutic Interventions. Training provided at Jail Mental Health Services, Los Angeles, California.

Akhavanhaidary, S. (March 2000). Clinical Issues in Treatment of Iranian Families. Training provided at Grand Rounds of Edelman Westside Mental Health Center, Los Angeles, California.

Akhavanhaidary, S. (March 2000). Family Crisis Intervention. Training provided at White Memorial Hospital, Family Residency Program, Los Angeles, California.

Akhavanhaidary, S. (October 1999). Impact of Multicultural Diversity on Mental Health Services in the Public Sector. A two-session training provided at Psychology Seminars of Los Angeles Psychology Consortium, Los Angeles, California.

Akhavanhaidary, S. & Kay, R. (May 1999). Cultural Implications in Crisis Counseling. A three-session training provided at USC School of Medicine (Child & Adolescent Psychiatry), Los Angeles, California.

Akhavanhaidary, S. (November 1998). Sensitivity in Cross-cultural Counseling. Training provided at Orange County Chapter of Marriage and Family Therapy Association, Orange County, California.

Akhavanhaidary, S. (October 1998). Treatment issues in working with Children of Iranian immigrants. Training provided at UCLA Cross-Cultural Psychiatry Seminar, Los Angeles, California.

Akhavanhaidary, S. (May 1997 to May 1998). Chronic mental illness, suicide assessment, and prevention in jail. Training provided at Sheriff's Academy, Whittier, California.

Akhavanhaidary, S. (June 1997). Psychosocial rehabilitation model. Paper presented at the Clinical training seminar at Forensic outpatient program, Los Angeles, California.

Akhavanhaidary, S. (December 1996). Considerations for clinical interventions with culturally different clients. Paper presented at the California School of Professional Psychology, Alhambra, California.

Akhavanhaidary, S. (May and June 1996). Assessment tools. Paper presented at the psychology training seminar at Verdugo Mental Health Center, Glendale, California.

Akhavanhaidary, S. (April 1996). One-and-a-half generation of Iranian immigrants: Psychological impact of the acculturation process. Paper presented at the Graduate Research Conference, Thousand Oaks, California.

Akhavanhaidary, S. (December 1995). Cross-cultural sensitivity: Working with Iranian clients. Paper presented at the psychology training seminar at Verdugo Mental Health Center, Glendale, California.

Akhavanhaidary, S. & Sazgar, S. (October 1995). Psychosocial rehabilitation: the clubhouse model. Paper presented at the psychology training seminar at Verdugo Mental Health Center, Glendale, California.

Akhavanhaidary, S. (May 1995). Cross-cultural counseling: Working with Iranian families. Paper presented at the family therapy seminar at Didi Hirsch Community Mental Health Center, Culver City, California.

Akhavanhaidary, S. (April 1995). Working with Iranian clients. Paper presented at Santa Monica College Counseling Center, Santa Monica, California.

Akhavanhaidary, S. (January till August 1995). Psychological Disorders, differential diagnoses, and treatment. A series of papers presented at the Caregiver's Support Group at Didi Hirsch Community Mental Health Center, Culver City, California.

Akhavanhaidary, S. (August 1994). An overview of eating disorders. Paper presented at the psychoeducational group at VA Outpatient, Los Angeles, California.

Akhavanhaidary, S. (April 1994). Inter-racial and inter-religious relationships. Paper presented at the UCLA South Asian Youth Conference, Los Angeles, California.

Akhavanhaidary, S. (August 1993). Cross-cultural sensitivity training with a focus on the Iranian family. Paper presented at the Grand Rounds at Harbor-UCLA Family Health Center, Torrance, California.

### **Special Skills**

Native fluency in Farsi.



November 28, 2023 Adjourned Regular CC Mtg



1625 N Market Blvd, Suite N-215  
Sacramento, CA 95834  
(916) 574-7720  
Toll-Free (866) 503-3221  
[www.psychology.ca.gov](http://www.psychology.ca.gov)

---

## PSYCHOLOGIST

**LICENSE #: PSY14946**

**EXPIRATION: 01/31/2025**

**SEPIDEH A SOURIS  
21243 VENTURA BLVD.  
SUITE 107  
WOODLAND HILLS CA 91364-2109**





**Insurer:** Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
NAIC #: 18058

**Contact:** CPH Insurance, 800-875-1911, info@cphins.com

## Certificate of Liability Insurance

*Date issued: 08/06/2023*

### **Named Insured:**

Sepideh Souris  
6200 Canoga Avenue, Suite 335  
WOODLAND HILLS, CA 91367

**Policy #:** AR90434

**Policy Term:** 05/09/2023 - 05/09/2024

**Occupation:** Licensed Psychologist

### **Professional Liability:** Portable Coverage, not location specific

<b>Coverage Type</b> (Occurrence Form)	<b>Limits of Liability</b> (Per Claim/Total Per Year)
Professional Liability	\$1,000,000/\$5,000,000
Supplemental Liability	\$1,000,000/\$5,000,000
Licensing Board Defense	\$75,000
Commercial General Liability	N/A
Fire/Water Legal Liability	N/A
Business Personal Property	N/A
Cyber Liability (Claims Made Retroactive Date: 08/07/2023)	\$15,000

A handwritten signature in black ink, appearing to read 'C. Ralph Hoban'.

Authorized Representative

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

## Sepideh A. Souris, PSY.D., SAP Clinical Psychologist – PSY 14946

---

### **LIST OF REFERENCES**

Yvonne L. O'Brien, Captain – Los Angeles County Sherriff's Department  
562-455-3170  
[YIObrien@lasd.org](mailto:YIObrien@lasd.org)

Alex Canchola, Retired Lieutenant – Los Angeles County Sheriff's Department  
(909) 802-9864  
[al.three05@gmail.com](mailto:al.three05@gmail.com)

Pirjo Ranasinghe – Principal Deputy County Counsel, Labor & Employment Division assigned to Sheriff's Department  
[Pranasinghe@counsel.lacounty.gov](mailto:Pranasinghe@counsel.lacounty.gov)



## Sepideh A. Souris, PSY.D., SAP Clinical Psychologist – PSY 14946

### FEE SCHEDULE

TYPE OF SERVICE	FEE
Pre-employment Psychological Evaluations	\$425.00 per candidate
Fitness-For-Duty Evaluations	\$375.00 per hour (not to exceed 10 hours)
Concealed Carry Weapon	\$375.00 per applicant
No-show/late cancellation of less than 48 hours	\$75.00 per occurrence

## Attachment B

## Sepideh A. Souris, PSY.D., SAP Clinical Psychologist – PSY 14946

### List of POST COURSES COMPLETED

Course Title	Submission Date	Credit Hours	Status
AAFP 2014 - Pre-employment Screening of Police Applicants	10/16/2014	7	Approved
AAFP 2014 - Psychological Fitness-for-Duty Evaluations	10/17/2014	7	Approved
California Culture and the Social and Psychological Implications of Socioeconomic Position Part 2: Social Construction in Assessment and Treatment	11/19/2022	2	Approved
California Cultures and the Social and Psychological Implications of Socioeconomic Position Part 1: California Cultures and Social Determinants of Health	5/5/2023	3	Approved
Conducting Second-Opinion Preemployment Psychological Evaluations of Police and other Public Safety Candidates	6/16/2018	6	Approved
DSM-5-TR: A Comprehensive Overview	4/21/2023	3	Approved
Evidence-Based Report Writing Using The MMPI-2-RF Police Candidate Interpretive Report	9/9/2016	6	Approved
Marijuana And Substance Use Disorder, Part 1: a historical perspective and DSM-5 overview	4/21/2023	3	Approved
POST Peace Officer Psychological Screening Manual Book-Based Exam	6/12/2019	8	Approved
POST Psychological Screening Workshop	7/18/2015	22	Approved

6200 Canoga Avenue, Suite 335 Woodland Hills, California 91367  
(310) 993-3620 Fax: (747) 300-9246 Email: drssouris@yahoo.com

## List of Completed POST Courses

Page 2

Course Title	Submission Date	Credit Hours	Status
Psychological Fitness-For-Duty Evaluations For Police and Public Safety Positions	4/21/2018	6	Approved
Trauma Awareness (2 hour course)	12/18/2020	2	Approved
Trauma Screening and Assessment	6/15/2023	2	Approved
Understanding the Impact of Trauma (2 hour course)	12/18/2020	2	Approved





Wheldon Psychological Services  
65 N. Madison Ave #707  
Pasadena CA 91101  
drwheldon@drwheldon.com  
657-226-1447

August 8, 2023

Attention:

Lieutenant Irwin Rosenberg, Administrative Division Commander  
Jennifer Spatig, Management Analyst  
City of San Fernando Police Department  
910 First Street  
San Fernando CA 91340

Dear Lt. Rosenberg,

I am writing to express my sincere interest in providing the requested psychological evaluation services on behalf of the City of San Fernando Police Department. The opportunity to contribute to the safety and well-being of peace officers and CCW permit applicants aligns perfectly with my expertise and commitment to psychological assessment and counseling.

With a solid foundation in clinical psychology and extensive experience in psychological evaluations, I am confident in my ability to meet the rigorous requirements set forth by the California Board of Psychology and the California Commission on Peace Officer Standards and Training (POST). Over the past five years as a psychological evaluator recognized by POST, I have developed a comprehensive understanding of evaluating emotional and mental fitness, decision-making skills, stress tolerance, and personality traits, which are crucial aspects in the selection of peace officers and CCW permit holders.

My qualifications meet the outlined criteria for this role:

- Valid License: I am licensed by the California Board of Psychology and maintain an active and up-to-date license.
- Experience: I possess over thirteen years of experience in diagnosing and treating emotional and mental disorders, including almost ten years postdoctoral experience.
- Education and Training: I have successfully completed the education and training procedures outlined by POST, including the POST Peace Officer Psychological Screening Manual exam and continuous professional education requirements.

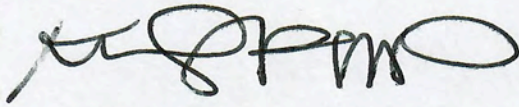


Furthermore, I am well-versed in providing psychological services for law enforcement agencies in Los Angeles County and am currently a contractor for the Los Angeles County Sheriff's Department. My commitment to ethical and accurate assessments, paired with my dedication to ongoing professional development, positions me as a reliable candidate for this critical role.

I appreciate the opportunity to be considered for this vital role within the City of San Fernando Police Department. Should you require any additional information or clarification, please do not hesitate to contact me at 657-226-1447 or [drwheldon@drwheldon.com](mailto:drwheldon@drwheldon.com). I look forward to the opportunity to contribute to the safety and integrity of the San Fernando law enforcement community.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristen Wheldon', with a stylized, cursive script.

Dr. Kristen Wheldon



# Alliant International University

The Trustees of the University,  
by virtue of the authority vested in them,  
and upon the recommendation of the faculty of the

## California School of Forensic Studies

have conferred on

**Kristen Suzanne Wheldon**

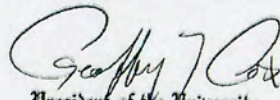
who has satisfactorily completed the studies and passed the examinations required  
therefore, the degree of

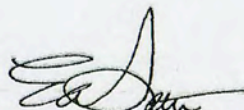
## Doctor of Psychology in Clinical Forensic Psychology

with all the rights, privileges and honors thereunto appertaining

Given on the 16th day of December in the year  
Two Thousand and Twelve in San Diego, California.



  
President of the University

  
Chair, Board of Trustees

  
Dean



1625 N Market Blvd, Suite N-215  
Sacramento, CA 95834  
(916) 574-7720  
Toll-Free (866) 503-3221  
[www.psychology.ca.gov](http://www.psychology.ca.gov)



**PSYCHOLOGIST**

LICENSE #: PSY27027      EXPIRATION: 11/30/2024

KRISTEN WHELDON  
65 N MADISON AVE STE 707  
PASADENA CA 91101-2046







# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
 07/12/2023

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**  
 Trust Risk Management Services, Inc. doing business in CA as  
 TRMS Insurance Agency  
 1791 Paysphere Circle  
 Chicago, IL 60674

**CONTACT**  
 NAME: Trust Risk Management Services, Inc.  
 PHONE  
 (A/C, No, Ext): 877.637.9700 FAX  
 (A/C, No): 877.251.5111  
 EMAIL  
 ADDRESS: info@trustrms.com

**INSURED**  
 Dr. Kristen S Wheldon  
 Wheldon Psychological Services Inc.  
 65 N Madison Ave Ste 707  
 Pasadena, CA 91101 2046

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		D42202150	11/10/2022	11/10/2023	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per Person)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$
	<input type="checkbox"/> BODILY INJURY (Per accident)						\$
	<input type="checkbox"/> PROPERTY DAMAGE (Per accident)						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

65 N Madison Ave Ste 707  
 Pasadena, CA 91101

## CERTIFICATE HOLDER

Additional Interest  
 Los Angeles County and its Agents  
 Contract Unit  
 211 W Temple Street, 6th Floor  
 Los Angeles, CA, 90012

## CANCELLATION

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

*Shirley LeBeau*





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
06/15/2023

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).

<b>PRODUCER</b>  Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency 1791 Paysphere Circle Chicago, IL 60674		<b>CONTACT</b> NAME: Trust Risk Management Services, Inc. PHONE: (A/C No. Ext): 877.637.9700 FAX: (A/C No.): 877.251.5111 EMAIL: info@trustrms.com ADDRESS: info@trustrms.com	
<b>INSURED</b> Kristen Wheldon 65 N Madison Ave Ste 707 Pasadena, CA 91101 2046		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ACE American Insurance Company NAIC # 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**
**CERTIFICATE NUMBER**
**REVISION NUMBER:**

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.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LSR		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUP <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Eq occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Eq accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COB <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> Y/N <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT <input type="checkbox"/> E.L. DISEASE-EA EMPLOYEE <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Psychologist's Professional Liability Retroactive Date: 06/13/2017	Y		58G28518596	06/13/2023	06/13/2024	Each Incident \$1,000,000 Annual Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS) VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

**CERTIFICATE HOLDER**
**CANCELLATION**

Additional Insured  
 County of Los Angeles  
 211 W Temple Street 6th Floor  
 Los Angeles, CA 90012

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

*Guila V. Ben*



Wheldon Psychological Services  
65 N. Madison Ave #707  
Pasadena CA 91101  
drwheldon@drwheldon.com  
657-226-1447

August 8, 2023

Attention:

Lieutenant Irwin Rosenberg, Administrative Division Commander  
Jennifer Spatig, Management Analyst  
City of San Fernando Police Department  
910 First Street  
San Fernando CA 91340

### **Service Fee Schedule**

**a. Fitness for Duty Examinations:**

- Standard Fee: \$1200 per examination

**b. Police Officer Applicant Examinations:**

- Initial Assessment: \$1500 per applicant
- Follow-up Assessment (if required): \$500 per assessment

**c. Applicants for Carrying Concealed Weapon (CCW) Permits:**

- Standard Fee (Applicant-Covered Portion): \$150 per evaluation
- Additional Fee (City-Paid Portion): \$1350 per evaluation

Please note:

- The fee schedule provided is based on industry standards and varies depending on a psychologist's experience, location, and specific circumstances.
- The fee for CCW evaluations takes into account the legal maximum of \$150 that can be charged to the applicant, with the city covering the additional amount required by law.
- Fees are subject to negotiation and may be adjusted based on the complexity of cases, the number of assessments, and any specific requirements outlined by the City of San Fernando Police Department.



Wheldon Psychological Services  
65 N. Madison Ave #707  
Pasadena CA 91101  
drwheldon@drwheldon.com  
657-226-1447

August 8, 2023

Attention:  
Lieutenant Irwin Rosenberg, Administrative Division Commander  
Jennifer Spatig, Management Analyst  
City of San Fernando Police Department  
910 First Street  
San Fernando CA 91340

### References

- **Los Angeles County Sheriff's Department**

Dr. Heather Staufenberg  
Assistant Director, Bureau Operations  
LA County Sheriff's Department  
Psychological Services Bureau  
Phone: 213-738-3500  
Fax: 323-415-3458  
hjstaufe@lasd.org

Dr. Stephen Seetal  
Director, Bureau Operations  
LA County Sheriff's Department  
Psychological Services Bureau  
Phone: 213-738-3500  
Fax: 323-415-3458  
swseetal@lasd.org

- **Los Angeles Police Department**

Dr. Jay Nagdimon  
Police Psychologist  
Los Angeles Police Department  
Behavioral Science Services  
Phone: 310-869-8292  
jnagdimon@aol.com

## **Curriculum Vitae of KRISTEN WHELDON**

### **EDUCATION**

- Psy.D. Alliant International University, Irvine, California; September 2012
- M.A. Alliant International University, Irvine, California; December 2010
- M.A. National University, San Diego, California; December 2008
- B.A. American Intercontinental University, Los Angeles, California; March 2007

### **LICENSURE**

Licensed Psychologist, State of California, 2015 (#PSY27027)

### **PROFESSIONAL PRACTICE**

04/2015-06/2016; 03/2018-Present

Clinical Executive Director (Wheldon Psychological Services Inc. - Pasadena, CA/ San Luis Obispo, CA)

- Provides psychological assessment and treatment for individuals, couples, and families who present with psychological issues, including but not limited to substance abuse, dual, and co-morbid diagnoses. *Special focus: first responder populations such as firefighters, police officers, and emergency medical service providers.*
  - Contractor for LA County Sheriff's Department providing individual, couples, and family therapy for law enforcement officers and their families
  - Subcontractor for LA County Probation Support Services providing training for probation officers on the topic of trauma and value-based decision making.
  - Subcontractor for LA County Department of Child and Family Services for the preemployment psychological assessment of social workers.
  - Contractor for LA County Department of Child and Family Services providing psychological assessments for children who are served by the High-Risk Services Section.
  - POST compliant as a psychological evaluator for preemployment psychological screenings for law enforcement candidates.

05/05/20-07/28/2022

Subject Matter Expert (Salus Solutions for National Safe Skies Alliance- Federal Contract)

- Co-facilitated a national applied research project regarding how to address mental health and security concerns in airport settings.

04/2015-06/2016

Clinical Supervisor (Community Counseling Center- San Luis Obispo, CA)

- Provided clinical supervision to doctoral students as they developed into culturally competent treatment providers
- Conducted evaluations of the student's development and their treatment plans.



06/2013-12/2013

Psychological Assistant (Attention Learning Center)

- Provided treatment for children and families with a myriad of psychiatric diagnoses.
- Ran social skill groups for children and adults diagnosed with ADD, ADHD, or Autism Spectrum Disorders.
- Conducted psychological testing using both projective and standardized assessment methods including, but not limited to, the WISC-IV, WIAT-II, MMPI-II, Rorschach, and WAIS-IV.

11/2012-12/2013

Psychological Assistant (William Martin Ph.D. & Associates)

- Provided psychological treatment for individuals, couples, and families with interpersonal difficulties utilizing family system approaches to therapy and cognitive behavioral strategies.
- Conducted treatment groups for children with emotional disturbances including those with sexual deviance and fire setting behaviors.
- Provided assessment and treatment for patients who presented with personality, mood, substance abuse disorders in addition co-morbid diagnoses.

01/2009-09/2009

Behavioral Therapist (Behavioral Support Partnership)

- Conducted assessment, parent consultation, and direct intervention strategies including applied behavioral analysis and pivotal response treatment for developmentally disabled children (infants and toddlers) including Asperger's syndrome, autism spectrum disorder, and Down 's syndrome.
- Provided referrals to appropriate internal and external resources.
- Maintained client record keeping system including client assessments, written evaluations, development and revision of treatment plans, maintenance of progress notes.

### **Fire Service Psychology**

08/03/2022

Conference Speaker (Division 18- Police and Public Safety Psychology Section- American Psychological Association)

- Cross Cultural Considerations for the Fire Service

*Focus: Addressing cultural variances of the fire service within police and public safety psychology (preemployment psychological screening, inclusion with diverse populations in hiring, and the balance between fire service tradition and progress).*

09/2021- Present

Subject Matter Expert/ EFO Instructor (US Fire Administration- National Fire Academy)

- Develop and facilitate organizational leadership curriculum within the Executive Fire Officer Program.

*Special Emphasis: Psychological Safety, Diversity, and Organizational Development*

08/04/2018- Present

Contracted Instructor (US Fire Administration- National Fire Academy)

- Provides training to firefighters and fire chiefs across the country.  
*Courses include: Health and Safety Program Manager; Safety Program Operations.*

07/30/2018-08/04/2018

Subject Matter Expert (US Fire Administration- National Fire Academy)

- Contracted by EPAGA to assist with the Health and Safety Curriculum Review
- Evaluated the current relevancy of the material.
- Analyzed potential gaps between the needs in the fire service and information covered by the curriculum.
- Proposed methods to address the needs of fire service members with special regard to behavioral health.

08/01/2018

Guest Speaker (US Fire Administration- National Fire Academy)

- Provided educational lecture to the Executive Fire Officer classes on the topic of Demystifying Psychology for the Fire Service

04/2017-Present

President (Fire Service Psychology Association- National)

- Develops policies and procedures as to how the organization operates.
- Maintains records and documentation for reviews.
- Connects with outside agencies for the utilization of our agency's services.
- Provides consultation to fire departments and other first responder agencies about how to effectively create and maintain behavioral health programs.
- Develops curriculum for trainings focused on the psychological care and treatment of firefighters and their families.
- Connects with other psychologists to develop cultural competencies for working specifically with first responders and their families.
- Coordinated and supervised four conferences with both national and international attendees from both the psychology and fire service communities.
- Achieved American Psychological Association sponsorship for continuing education programs (2018-Present).

06/2016-03/2018

Director, Behavioral Health Program (Los Angeles Fire Department)

- Provided an array of psychological services to LAFD members including basic counseling, stress crisis intervention and triage, and assessment regarding at a minimum, alcohol and substance abuse, stress, anxiety, depression, and personal problems affecting work performance.
- Referred members in need to the Employee Assistance Program for further care and support when necessary.
- Managed and supervised the LAFD's Critical Incident Stress Management and Peer Support Program by providing direction, guidance and training to LAFD members involved in stress management, peer counseling, and other related member services.
- Responded to incidents and/or individual members who have experienced critical incident stress situations or other work-related crises.
- Provided follow up counseling and short-term crisis counseling for members experiencing both job related and personal crisis situations.
- Referred members and their immediate family, when necessary, for appropriate clinical and specialty care from providers equipped to deliver evidence-based treatment consistent with current best practices and standards of care.
- Developed training programs for managing public safety sector stress; monitored the effectiveness of the LAFD Behavioral Health Program and created plans to use scientific research as a means to validate the various crisis intervention methods applied to LAFD personnel.
- Represented the LAFD at various boards, commissions, City Council and other professional organizations in matters pertaining to public safety and job-related stress. Worked closely with Risk Management, Medical Liaison and the Wellness Coordinator to provide consultation and support to injured workers.
- Supervised and Managed a doctoral level psychological training program utilizing practicum students who sought to develop cultural competency within the fire service. Utilized these students as trainers within the department for suicide prevention tasks.

### **Forensic Psychology**

03/05/2021-Present

Expert Witness (Los Angeles County Superior Court Panel of Psychiatrists and Psychologists

– Los Angeles County CA)

- Providing psychological assessments for forensic cases specifically those regarding trauma.

06/2015-06/2016

Senior Psychologist-Specialist (California Men's Colony- California Department of Corrections and Rehabilitation)

- Coordinated referrals between the Department of State Hospitals and the Enhanced Outpatient Program/ Mental Health Crisis Bed.
- Conducted Mental Health Assessments with inmate-patients to determine the potential nexus between mental health symptoms and the rule violations.
- Developed policy and procedures about the dissemination of 602 assessments.



- Participated in multidisciplinary workgroups between custody administrative staff and supervisory psychology staff.
- Served as an instructor for *In Service Trainings* (for correctional and free staff) on suicide prevention and other mental health topics.

12/2013-06/2015

Staff Psychologist (California Men's Colony- California Department of Corrections and Rehabilitation)

- Served as a *Team Leader* for the designated interdisciplinary treatment team of correctional counselors, social workers, psychiatrists, psychologists, and teachers.
  - Providing professional consultation within interdisciplinary treatment teams.
- Planned, organized, and worked in the Enhanced Outpatient Program (a specialized clinical psychiatric treatment program) involving members of other treatment disciplines.
- Served as an instructor for *In Service Trainings* (for correctional and free staff) on inmate suicide prevention.
- Conducted clinical case management and individual therapy for inmate/patients with a myriad of Axis I and II diagnoses.
- Facilitated treatment groups for inmate/ patients of the Enhanced Outpatient Program of CDCR.
- Participated in professional trainings related to correctional institutions and populations.
- Conducted suicide risk assessments.
- Recognized situations requiring the creative application of technical psychological skills.
- Conducted psychological assessments in order to identify accurate diagnosis and rule out malingering.

11/2012-12/2013

Psychological Assistant (William Martin Ph.D. & Associates)

Forensic Application

- Worked with mentally ill patients in a probationary and private practice setting.
- Provided treatment for patients who presented with Axis I, Axis II, substance abuse, dual, and co-morbid diagnoses.
- Ran adolescent treatment groups in areas of anger management, sexual deviance, substance abuse, social skill development, as well as fire setting.
- Worked with individuals with addictions such as problem gambling and the affected others.
- Provided sex offender risk assessments for OC Probation to encourage safeguard the community and to develop applicable treatment protocols.
- Conducted psychological testing through both projective and standardized assessment methods including, but not limited to, the STATIC 99R, SRA, LS-CMI, MMPI-II, Rorschach, WISC IV, MAPI, WAIS IV, WIAT IV, COGNISTAT, and WMS IV.
- Addressed treatment goals for children, adolescents, and adults through individual and group therapies.

09/2011-09/2012

Pre-doctoral Internship (Orange County Health Care Agency-Central Jail Complex)

- Worked with severely mentally ill offenders in a county jail setting.
- Provided treatment for patients who presented with Axis I, Axis II, substance abuse, dual, and co-morbid diagnoses.
- Maintained a case load including duties of inmate treatment plans, assessments, triage, routine checkups, crisis intervention strategies, and discharge planning.
- Provided inmate assessments to determine suicide risk.
- Conducted psychological testing through both projective and standardized assessment methods including MMPI-II, Rorschach, WAIS IV, WIAT IV, COGNISTAT, and WMS IV.
- Addressed treatment goals through individual and group therapy.
- Attended weekly multidisciplinary case conferences and didactic training.
- Determined patient acuity as well as drug/alcohol withdraw risk.

08/2010-06/2011

Practicum Student (Orange County Health Care Agency-Central Jail Complex, Theo Lacy Facility, Intake and Release Center)

- Worked with inmates with Axis I and/or Axis II diagnoses within a county jail setting.
- Conducted psychological testing to explore patient's personality, intellect, suicide risk, and basic functioning abilities.
- Addressed discharge goals through psycho-educational group sessions.
- Provided individual treatment through cognitive behavioral approaches to treatment.

#### **TEACHING EXPERIENCE IN HIGHER EDUCATION ENVIRONMENTS**

California Polytechnic University- San Luis Obispo, University Lecturer: 2015-2016

Saddleback College, Instructor: 2013

Irvine Valley College, Instructor: 2013

Westwood College, Adjunct Faculty: 2009- 2012

#### **PROFESSIONAL ASSOCIATIONS, OFFICES, ACTIVITIES, AND RECOGNITIONS**

Fire Service Psychology Association, President & Founder (2017)

American Psychological Association, Member (2012)

Psi Chi: The International Honor Society of Psychology, Member (2012)

#### **SELECTED PUBLICATIONS- DISSERTATION**

COMPARISONS OF ANXIETY, HOSTILITY, AND DEPRESSION IN VETERANS WITH AND WITHOUT A DIAGNOSIS OF PTSD, 2012

#### **CONTINUING POSTGRADUATE EDUCATION & TRAINING:**

06/11/2021, 06/18/2021

REPORT WRITING FOR FORENSIC EVALUATION (2 PART SERIES)

SPONSOR: CONCEPT-PALO ALTO UNIVERSITY/ C.E. HOURS: 8

06/16/2021

INTRODUCTION TO MMPI-3

SPONSOR: PEARSON/ C.E. HOURS: 8

06/01/2021

LAW AND MENTAL HEALTH: UNDERSTANDING, IDENTIFYING, AND RESPONDING TO TRAUMATIC STRESS REACTIONS IN JUSTICE-INVOLVED ADOLESCENTS

SPONSOR: UNM DEPARTMENT OF PSYCHIATRY

& BEHAVIORAL SCIENCES DIVISION OF COMMUNITY BEHAVIORAL HEALTH (CBH)/ C.E. HOURS: 1

05/12/2021

MMPI-3 IN VIOLENCE RISK ASSESSMENTS

SPONSOR: CONCEPT-PALO ALTO UNIVERSITY/ C.E. HOURS: 1.5

04/27/2021

MMPI-3 IN FORENSIC SETTINGS

SPONSOR: PEARSON/ C.E. HOURS: 1.5

05/19/2020

INCORPORATING THE MMPI-2-RF IN PUBLIC SAFETY PRE-EMPLOYMENT EVALUATIONS

SPONSOR: CONCEPT-PALO ALTO UNIVERSITY/ C.E. HOURS: 1

05/10/2020

EVALUATION OF POLICE CANDIDATE SUITABILITY: ADVANCES IN EMPIRICALLY BASED METHODS

SPONSOR: CONCEPT-PALO ALTO UNIVERSITY/ C.E. HOURS: 7

05/09/2020

EVALUATION OF FITNESS FOR DUTY: FOUNDATIONS AND METHODS

SPONSOR: CONCEPT-PALO ALTO UNIVERSITY/ C.E. HOURS: 7

09/26- 09/27/2019

PROGRESSING FORWARD- SECOND ANNUAL FIRE SERVICE PSYCHOLOGY ASSOCIATION CONFERENCE

SPONSOR: FIRE SERVICE PSYCHOLOGY ASSOCIATION/ C.E. HOURS: 13

06/10-06/12/2019

FOUR-DAY INTRODUCTION TO R-PAS: RATIONALE, ADMINISTRATION, CODING, AND INTERPRETATION

SPONSOR: LOS ANGELES CHILD GUIDANCE CLINIC/ C.E. HOURS: 27

09/25/2018



BRIDGING THE GAP- FIRST ANNUAL FIRE SERVICE PSYCHOLOGY ASSOCIATION  
CONFERENCE

SPONSOR: FIRE SERVICE PSYCHOLOGY ASSOCIATION/ C.E. HOURS: 8

04/24/2018

PERFORMANCE PSYCHOLOGY: OPTIMIZING PERFORMANCE WITH PSYCHOLOGY

SPONSOR: ZUR INSTITUTE, INC/ C.E. HOURS: 3.0

04/22/2018

POST PEACE OFFICER PSYCHOLOGICAL SCREENING PROGRAM

SPONSOR: CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING/

C.E. HOURS: 8.0

11/06/2017-11/07/2017

NAVY SEAL IMPACT FORUM

SPONSOR: NAVY SEAL FOUNDATION/ C.E. HOURS: 11.5

06/23/2017

LAWS AND ETHICS IN CALIFORNIA

SPONSOR: LOS ANGELES POLICE DEPARTMENT/ C.E. HOURS:7

07/13/2016

PHARMACOLOGY UPDATE

SPONSOR: LOS ANGELES POLICE DEPARTMENT/ C.E. HOURS: 7

06/10/2016- 06/12/2016

ASSISTING INDIVIDUALS IN CRISIS & GROUP CRISIS

SPONSOR: INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION/ C.E. HOURS: 27

06/09/2016

SUICIDE AWARENESS: AN INTRODUCTION FOR CRISIS

SPONSOR: INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION/ C.E. HOURS: 7

10/14/2015

TREATMENT OF POST-TRAUMATIC STRESS DISORDER

SPONSOR: CE4LESS/ C.E. HOURS: 18

10/09/2015

LATINO IMMIGRATION, CULTURAL TRAUMA, AND CULTURAL COMPLEX

SPONSOR: ANTIOCH UNIVERSITY- SANTA BARBARA, CA/ C.E. HOURS: 3

10/08/2015

DIFFERENTIAL DIAGNOSIS IN COMPLEX CASES WITH CORRECTIONS

SPONSOR: CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES/ C.E. HOURS: 3

10/07/2015

IN SERVICE TRAININGS: USE OF FORCE: LAW ENFORCEMENT AND CORRECTIONAL OFFICER STANDARDS, EMERGENCY OPERATIONS PLAN, EFFECTIVE COMMUNICATION STRATEGIES

SPONSOR: CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

09/29/2015

EFFECTIVE AND INEFFECTIVE ELEMENTS IN CLINICAL SUPERVISION

SPONSOR: UNIVERSITY OF CALIFORNIA, SAN FRANCISCO SCHOOL OF MEDICINE (UCSF)/  
C.E. HOURS:6

09/11/2015

INCORPORATING CULTURAL COMPETENCE WITHIN SUICIDE RISK EVALUATION

SPONSOR: CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES/ C.E. HOURS: 1

09/01/2015

UNDERSTANDING THE IMPACT OF TRAUMA

SPONSOR: CE4LESS.COM/ C.E. HOURS: 3

08/14/2015

WORKING WITH POLICE BY LAURENCE MILLER

SPONSOR: INTERNATIONAL JOURNAL OF EMERGENCY MENTAL HEALTH/ C.E. HOURS: 5

05/12/2015

SUPERVISION: A GUIDE FOR MENTAL HEALTH PROFESSIONALS-REVISED

SPONSOR: CE4LESS.COM/ C.E. HOURS: 6

01/13/2015

CULTURE SHIFT AND INTERDISCIPLINARY TREATMENT TEAM

SPONSOR: CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES/ C.E. HOURS: 7

07/16/2014

PRINCIPLES OF SAFETY PLANNING FOR SUICIDAL INMATES

SPONSOR: CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES/ C.E. HOURS: 2

06/19/2014

CALIFORNIA LAW & ETHICS FOR PSYCHOLOGISTS: KEY CONCEPTS REVIEW

SPONSOR: CE4LESS.COM (APPROVED BY APA)/ C.E. HOURS: 1

06/19/2014

DSM-5: A COMPREHENSIVE OVERVIEW

SPONSOR: CE4LESS.COM (APPROVED BY APA)/C.E. HOURS: 10

06/19/2014

BOUNDARIES IN MENTAL HEALTH TREATMENT

SPONSOR: CE4LESS.COM (APPROVED BY APA)/C.E. HOURS: 2

06/18/2014

BIPOLAR DISORDER: EVIDENCE BASED PRACTICE

SPONSOR: CE4LESS.COM (APPROVED BY APA)/C.E. HOURS: 6

06/18/2014

ALCOHOL PROBLEMS IN INTIMATE RELATIONSHIPS: IDENTIFICATION AND INTERVENTION

SPONSOR: CE4LESS.COM (APPROVED BY APA)/C.E. HOURS: 6

05/05/2014-05/07/2014

NEUROTHERAPY CERTIFICATE PROGRAM

SPONSOR: BRAIN SCIENCE INTERNATIONAL/ C.E. HOURS: 36

ORIENTATION TO NEUROFEEDBACK (4 HRS CEU)

BASIC NEUROPHYSIOLOGY AND ANATOMY (4 HRS CEU)

INSTRUMENTATION AND ELECTRONICS (8 HRS CEU)

RESEARCH (2 HRS CEU)

TREATMENT PLANNING (12 HRS CEU)

PHARMACOLOGICAL CONSIDERATIONS (2 HRS CEU)

PROFESSIONAL CONDUCT (4 HRS CEU)

05/07/2014-05/10/2014

SOCIETY FOR THE ADVANCEMENT OF BRAIN ANALYSIS

SPONSOR: BRAIN SCIENCE INTERNATIONAL/ C.E. HOURS: 17

03/04/2013-03/05/2013

COURSE TITLE: 2013 PROBLEM GAMBLING TRAINING SUMMIT

INSTRUCTOR: DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

SPONSOR: CALIFORNIA OFFICE OF PROBLEM GAMBLING/ C.E. HOURS: 9

03/19/2013

COURSE TITLE: BASIC STATIC 99R RISK ASSESSMENT TOOL TRAINING

INSTRUCTOR: SPO DAVID HANNER/ SPONSOR: SARATSO/CASOMB/ C.E. HOURS: 6

03/26/2013

COURSE TITLE: LEVEL OF SERVICE CASE MANAGEMENT INVENTORY

INSTRUCTOR: CASOMB/ SPONSOR: SARATSO/ C.E. HOURS: 6

03/27/2013

COURSE TITLE: STRUCTURED RISK ASSESSMENT: FORENSIC VERSION

INSTRUCTOR: CASOMB/ SPONSOR: SARATSO/ C.E. HOURS: 8

04/10/2013

COURSE TITLE: LOVE AND SEXUAL ADDICTION

INSTRUCTOR: ORANGE COUNTY FAMILY VIOLENCE COUNCIL TRAINING COMMITTEE/  
C.E. HOURS: 2



06/19/2013

COURSE TITLE: DOMESTIC VIOLENCE, VIOLENCE IN THE HOME  
INSTRUCTOR: DAWN BRADLEY BERRY, ET AL./ C.E. HOURS: 15

06/19/2013

COURSE TITLE: CHILD ABUSE AND CULTURE  
INSTRUCTOR: LISA ARONSON FONTES/ C.E. HOURS: 7

06/20/2013

COURSE TITLE: ANGER MANAGEMENT: THE COMPLETE TREATMENT GUIDEBOOK FOR  
PRACTITIONERS INSTRUCTOR: HOWARD KASSINOVE & RAYMOND CHIP TAFRATE/ C.E.  
HOURS: 5

06/20/2013

COURSE TITLE: PRESCRIPTION DRUGS: ABUSE AND ADDITION  
SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: HOW HIV CAUSES AIDS  
SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 2

06/20/2013

COURSE TITLE: MDMA (ECSTASY) ABUSE  
SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: HIV/AIDS AND DRUG ABUSE  
SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: HIV INFECTION AND AIDS: AN OVERVIEW  
SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: INHALANT ABUSE  
SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: HEROIN ABUSE AND ADDICTION  
SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: MARIJUANA ABUSE

SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: HALLUCINOGENS AND DISSOCIATIVE DRUGS

SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: COCAINE ABUSE AND ADDICTION

SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

06/20/2013

COURSE TITLE: METHAMPHETAMINE ABUSE AND ADDICTION

SPONSOR: NATIONAL INSTITUTE ON DRUG ABUSE/ C.E. HOURS: 1

08/12/2013

COURSE TITLE: PSYCHOPHARMACOLOGY: A COMPREHENSIVE REVIEW

INSTRUCTOR: PRESTON, O'NEAL, AND TALAGA/ C.E. HOURS: 10

***Other: International Training***

06/2009: SPECIALIZED TRAINING AND EXPERIENCE- ROME, ITALY: RESEARCH STUDENT  
Studied international forensic crime units, federal military investigative agencies, and mafia informant witness protection. Studied projective tests primarily used in Italy. Attended conferences presented by NCIS and DEA to learn of the American hand in /international crime investigation.

***Other: Certifications***

10/2017

LOS ANGELES POLICE DEPARTMENT: CRISIS NEGOTIATIONS COURSE CERTIFICATION  
SWAT (SPECIAL WEAPONS AND TACTICS) TEAM

01/2016

STATE OF CALIFORNIA- DEPARTMENT OF CORRECTIONS AND REHABILITATION

TRAINER: DE-ESCALATION AND EFFECTIVE COMMUNICATION TECHNIQUES

09/2015

STATE OF CALIFORNIA- DEPARTMENT OF CORRECTIONS AND REHABILITATION:  
TRAINING FOR TRAINERS (T-4-T)

05/2014

BRAIN SCIENCE INTERNATIONAL  
NEUROTHERAPY CERTIFICATE PROGRAM

05/2013

CALIFORNIA SEX OFFENDER MANAGEMENT BOARD

CERTIFIED SEX OFFENDER TREATMENT PROVIDER:  
ASSOCIATE PRACTITIONER LEVEL #WHE5767

03/2012

STATIC 99R: SEX OFFENDER RISK ASSESSMENT  
CERTIFICATION BODY: SARATSO

03/2012

SRA-FV: SEX OFFENDER RISK ASSESSMENT  
CERTIFICATION BODY: SARATSO

03/2012: Updated 05/2015

LS-CMI: SEX OFFENDER RISK ASSESSMENT  
CERTIFICATION BODY: SARATSO



Wheldon Psychological Services  
65 N. Madison Ave #707  
Pasadena CA 91101  
drwheldon@drwheldon.com  
657-226-1447

August 8, 2023

Attention:

Lieutenant Irwin Rosenberg, Administrative Division Commander  
Jennifer Spatig, Management Analyst  
City of San Fernando Police Department  
910 First Street  
San Fernando CA 91340

Dear Lt. Rosenberg,

I am writing to express my sincere interest in providing the requested psychological evaluation services on behalf of the City of San Fernando Police Department. The opportunity to contribute to the safety and well-being of peace officers and CCW permit applicants aligns perfectly with my expertise and commitment to psychological assessment and counseling.

With a solid foundation in clinical psychology and extensive experience in psychological evaluations, I am confident in my ability to meet the rigorous requirements set forth by the California Board of Psychology and the California Commission on Peace Officer Standards and Training (POST). Over the past five years as a psychological evaluator recognized by POST, I have developed a comprehensive understanding of evaluating emotional and mental fitness, decision-making skills, stress tolerance, and personality traits, which are crucial aspects in the selection of peace officers and CCW permit holders.

My qualifications meet the outlined criteria for this role:

- Valid License: I am licensed by the California Board of Psychology and maintain an active and up-to-date license.
- Experience: I possess over thirteen years of experience in diagnosing and treating emotional and mental disorders, including almost ten years postdoctoral experience.
- Education and Training: I have successfully completed the education and training procedures outlined by POST, including the POST Peace Officer Psychological Screening Manual exam and continuous professional education requirements.

Furthermore, I am well-versed in providing psychological services for law enforcement agencies in Los Angeles County and am currently a contractor for the Los Angeles County Sheriff's Department. My commitment to ethical and accurate assessments, paired with my dedication to ongoing professional development, positions me as a reliable candidate for this critical role.

I appreciate the opportunity to be considered for this vital role within the City of San Fernando Police Department. Should you require any additional information or clarification, please do not hesitate to contact me at 657-226-1447 or [drwheldon@drwheldon.com](mailto:drwheldon@drwheldon.com). I look forward to the opportunity to contribute to the safety and integrity of the San Fernando law enforcement community.

Thank you for your time and consideration.

Sincerely,

Dr. Kristen Wheldon

*This Page  
Intentionally  
Left Blank*





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

**From:** Nick Kimball, City Manager  
**By:** Fabian Valdez, Police Chief

**Date:** November 28, 2023

**Subject:** Consideration to Adopt a Resolution to Establish Concealed Carry Weapon Licensing Fees

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8270 (Attachment "A") establishing Concealed Carry Weapon Licensing fees for the City of San Fernando.

### BACKGROUND:

1. Prior to June 23, 2022, the requirements to obtain a Concealed Carry Weapon (CCW) License pursuant to California Penal Code Section(PC) 26150 included the prerequisite that "good cause" or a "justifiable need" be provided by the applicant for the issuance of a CCW License.
2. On June 23, 2022, the United States Supreme Court issued a decision in *New York State Rifle & Pistol Association v. Bruen*, No. 20-843 (Bruen), that the State of New York's "proper cause" requirement violated the Second and Fourteenth Amendments. In the same decision, the United States Supreme Court identified the State of California's "good cause" requirement as similar to the State of New York's "proper clause" standard that violated the U.S. Constitution's Second and Fourteenth Amendments.
3. The California Attorney General subsequently determined that the Supreme Court's decision in Bruen rendered California's "good cause" requirement under PC Section 26150(a)(2) and PC Section 26155(a)(2) inconsistent with the Second and Fourteenth Amendment.
4. On June 24, 2022, the California Department of Justice (DOJ), Office of the Attorney General (OAG) released legal alert OAG-2022-02 (Attachment C) directing issuing authorities to no longer require proof of "good cause" as the requirement was unconstitutional and no longer enforceable when considering an individual's suitability for a CCW License.



## Consideration to Adopt a Resolution to Establish Concealed Carry Weapon Licensing Fees

Page 2 of 4

---

### ANALYSIS:

California Penal Code (PC) Section 26150 grants the San Fernando Chief of Police authority to issue a Concealed Carry Weapon (CCW) License to carry a pistol, revolver, or other firearm authorized by law to individuals who meet the State's and Department's requirements. Prohibited firearms under PC Sections 30600 and 16590 are not eligible to be licensed to carry in a concealed manner under PC Section 26150.

The U.S. Supreme Court's decision on June 23, 2022 for *New York State Rifle & Pistol Association v. Bruen* (2022) 142 S.Ct. 211, declared the "good cause" requirement in PC Section 26150(a)(2) unconstitutional. The California Department of Justice, Office of the Attorney General (OAG) clarified that while "good cause" is no longer enforceable, applicants must still provide proof that (1) the applicant is "of good moral character," (2) the applicant is a resident of the relevant county or city, and (3) the applicant has completed a course of training.

The decision and OAG opinion did not affect other statutory or Department requirements governing the issuance of CCW licenses. The San Fernando Police Department will continue to require the applicant is/has:

- Of good moral character. (PC § 21650 and PC § 21655)
- A resident of San Fernando. (PC § 26150)
- At least twenty-one (21) years. (PC § 29610)
- Fully completed an application that will include substantial personal information, some of which is subject to public access under the Public Records Act.
- Free from criminal convictions that would disqualify the applicant from carrying a firearm.
- Paid all associated application fees required by the Department of Justice and the cost of the Live Scan. (Fees will not be refunded if the application is denied)
- Proved legal ownership and registration of any firearm associated with the license.
- Free from any psychological conditions that might make the applicant unsuitable for carrying a firearm. (PC § 26190 (f))
- Completed required firearms training. (PC § 26165)

The Chief of Police has an obligation and authority to protect residents of San Fernando by ensuring CCW Licenses are only issued to individuals who, by assessment of their character and temperament, qualifications, and evaluation can be trusted to abide by the law as it pertains to carrying a concealed weapon. The San Fernando Police Department has chosen to exercise the authority granted in PC Section 26190, which provides the Department the option to require psychological testing of CCW License applicants.

California Penal Code Section 26190 allows the Department to collect fees associated with processing a CCW License application. CCW License fees could be used for processing requests

**Consideration to Adopt a Resolution to Establish Concealed Carry Weapon Licensing Fees**

Page 3 of 4

on a "per application" basis and could be required to offset the cost of staff time and other associated fees in processing CCW License applications and administering those licenses. Processing a CCW License will include conducting a background and reference check, a mental health records check, a psychological evaluation, and processing, handling, and administration of an individual's records associated with the application. The following fees are proposed by the Department at 100% cost recovery levels to offset the cost of processing a CCW License under California Penal Code Section 26190 (Attachment "C"):

In order to adopt new fees or increase existing fees, the City must establish a cost of providing the service and the City Council must adopt a resolution approving the fee after conducting a Public Hearing. The fee cannot exceed the established cost of providing the service.

**Fees for New CCW License:**

<b>Application Fee:</b> <i>Maximum allowed per PC § 26190(c) to be used for ID card materials, printing and staff time</i>	<b>\$25</b>
<b>Initial CCW Application (Total Live Scan Fee):</b> <i>Includes \$93 Live Scan Fee (per DOJ) and \$25 SFPD Fingerprint Fee</i>	<b>\$118</b>
<b>Psychological Evaluation</b> <i>Pursuant to California PC §26190(e)(1), applicant will be charged the actual cost of the psychological evaluation.</i>	<b>\$450</b>
<b>CCW Processing Fee:</b> <i>Includes background investigation conducted by a staff member or third party and applicant interview. (\$387 includes \$169 for one hour of Administrative Lieutenant Time at \$169/hour AND \$218 for two hours of Background Investigator Time at \$109/hour)</i>	<b>\$387</b>
<b>Total Fee for Initial CCW</b>	<b>\$980</b>

**Fees for CCW Renewal:**

<b>CCW Renewal (Total Live Scan Fee)</b> <i>Includes \$52 Live Scan Fee (per DOJ) and \$25 SFPD Fingerprint Fee</i>	<b>\$77</b>
<b>CCW Renewal Processing Fees:</b>	<b>\$373</b>
<b>Total Fee for CCW Renewal (without psychological evaluation)</b>	<b>\$450</b>
<b>Psychological Evaluation for CCW Renewal</b> <i>If necessary and justifiable</i>	<b>\$450</b>
<b>CCW Amendments:</b> <i>If required, maximum allowed per California PC § 26190(e)(1) to be used for new ID cards materials, printing, personnel time.</i>	<b>\$10</b>

## **Consideration to Adopt a Resolution to Establish Concealed Carry Weapon Licensing Fees**

Page 4 of 4

---

Pursuant to PC Section 26190, twenty percent (20%) of the total fees can be collected at the time the initial application is submitted with the remaining eighty percent (80%) of the fees collected when the CCW is issued.

The City is currently undergoing a user fee study. All City fees and charges will be reviewed at that time which may result in additional recommendations for increases to the CCW License fee, including considerations of fees subject to increases by the Department of Justice (DOJ) and associated consumer price index (CPI) adjustments.

Pending approval, the CCW licensing fees will be effective January 1, 2024.

### **BUDGET IMPACT:**

The proposed fee of \$980 for initial CCW licensing and \$450 for renewal is established at a rate to recover all associated costs for CCW administration and processing. Pending City Council approval, adjustments will be incorporated through the Fiscal Year 2023-2024 midyear budget process.

### **CONCLUSION:**

Staff recommends that the City Council adopt Resolution No. 8270 amending the City's fee schedule to include fees for the issuance of CCW licenses.

### **ATTACHMENTS:**

- A. Resolution No. 8270
- B. Office of the Attorney General (OAG) Legal Alert No. OAG-2022-02
- C. California Penal Code Section 26190



**RESOLUTION NO. 8270**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, ESTABLISHING CONCEALED CARRY WEAPON LICENSING  
FEES**

**WHEREAS**, the City Council desires to establish fees for processing applications for Concealed Carry Weapon (CCW) licenses within the City limits; and

**WHEREAS**, pursuant to the State Constitution, San Fernando City Code, and other applicable federal, state and local laws, the City is able to charge fees for services which do not exceed the City's cost to provide those services; and

**WHEREAS**, on file in the applicable department is the report justifying the fees set forth in this resolution.

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

**SECTION 1.** The representations set forth in the Recitals, above, are true and correct.

**SECTION 2.** The City Council hereby establishes the CCW license application fees provided in Exhibit "1", attached hereto.

**PASSED, APPROVED, AND ADOPTED** this 28<sup>th</sup> day of November 2023.

---

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

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8270 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk

**Fees for Initial CCW**

<b>Application Fee:</b> <i>Maximum allowed per PC § 26190(c) to be used for ID card materials, printing and staff time</i>	<b>\$25</b>
<b>Initial CCW Application (Total Live Scan Fee):</b> <i>Includes \$93 Live Scan Fee (per DOJ) and \$25 SFPD Fingerprint Fee</i>	<b>\$118</b>
<b>Psychological Evaluation</b> <i>Pursuant to California PC § 26190(e)(1), applicant will be charged the actual cost of the psychological evaluation.</i>	<b>\$450</b>
<b>CCW Processing Fee:</b> <i>Includes background investigation conducted by a staff member or third party and applicant interview. ((\$387 includes \$169 for one hour of Administrative Lieutenant Time at \$169/hour AND \$218 for two hours of Background Investigator Time at \$109/hour)</i>	<b>\$387</b>
<b>Total Fee for Initial CCW</b>	<b>\$980</b>

**Fees for CCW Renewal**

<b>CCW Renewal (Total Live Scan Fee)</b> <i>Includes \$52 Live Scan Fee (per DOJ) and \$25 SFPD Fingerprint Fee</i>	<b>\$77</b>
<b>CCW Renewal Processing Fees:</b>	<b>\$373</b>
<b>Total Fee for CCW Renewal (without psychological evaluation)</b>	<b>\$450</b>
<b>Psychological Evaluation for CCW Renewal</b> <i>If necessary and justifiable</i>	<b>\$450</b>
<b>CCW Amendments:</b> <i>If required, maximum allowed per California PC § 26190(e)(1) to be used for new ID cards materials, printing, personnel time.</i>	<b>\$10</b>



<p><b>California Department of Justice</b></p> <p><b>OFFICE OF THE ATTORNEY GENERAL</b></p> 	<h1 style="margin: 0;">Legal Alert</h1>	
<p><i>Subject:</i></p> <p>U.S. Supreme Court's Decision in <i>New York State Rifle &amp; Pistol Association v. Bruen</i>, No. 20-843</p>	<p><i>No.</i></p> <p>OAG-2022-02</p> <p><i>Date:</i></p> <p>June 24, 2022</p>	<p><i>Contact for information:</i></p> <p>CCWinfo@doj.ca.gov</p>

**TO: All California District Attorneys, Police Chiefs, Sheriffs, County Counsels, and City Attorneys**

On June 23, 2022, the United States Supreme Court issued its decision in *New York State Rifle & Pistol Association v. Bruen*, No. 20-843 (*Bruen*).<sup>1</sup> In that case, the Court concluded that the State of New York's requirement that "proper cause" be demonstrated in order to obtain a permit to carry a concealed weapon in most public places violates the Second and Fourteenth Amendments. Although *Bruen* concerns a New York law, the *Bruen* majority specifically identifies California as one of six States that has an analogue to New York's "proper cause" standard. *Bruen*, slip op. 5-6. Accordingly, it is the Attorney General's view that the Court's decision renders California's "good cause" standard to secure a permit to carry a concealed weapon in most public places unconstitutional. Permitting agencies may no longer require a demonstration of "good cause" in order to obtain a concealed carry permit. However, local officials can and should continue to apply and enforce all other aspects of California law with respect to issuing public-carry licenses. In particular, the requirement that a public-carry license applicant provide proof of "good moral character" remains constitutional. Law enforcement agencies that issue licenses to carry firearms in public should consult with their own counsel, carefully review the decision in *Bruen*, take the following guidance into account, and continue protecting public safety while complying with state law and the federal Constitution.

California law authorizes local law enforcement officials—sheriffs and chiefs of police—to issue licenses allowing license holders to "carry concealed a pistol, revolver, or other firearm capable of being concealed upon the person." Cal. Pen. Code §§ 26150, 26155. In counties where the population is less than 200,000, local officials are also authorized to issue licenses permitting open carry in only that jurisdiction. *Id.* §§ 26150(b)(2); 26155(b)(2). These licenses, whether for concealed carry or open carry, exempt the holder from many generally applicable restrictions on the carrying of firearms in public. Local officials are only authorized to issue such licenses, however, upon proof that (1) "the applicant is of good moral character," (2) "[g]ood cause exists for issuance of the license," (3) the applicant is a resident of the relevant county or city (or has their principal place of business or employment in that county or city), and (4) the applicant has completed a course of training. *Id.* §§ 26150(a), 26155(a).

Although California law was not directly at issue in the *Bruen* decision, the decision makes clear that "good cause" requirements such as those in California Penal Code sections 26150(a)(2) and 26155(a)(2) are inconsistent with the Second and Fourteenth Amendments. Under the Supremacy

<sup>1</sup> The decision is available at [https://www.supremecourt.gov/opinions/21pdf/20-843\\_7j80.pdf](https://www.supremecourt.gov/opinions/21pdf/20-843_7j80.pdf).

Clause of the United States Constitution, state and local officials must comply with clearly established federal law.

In accordance with *Bruen*, the Attorney General now considers the “good cause” requirements set forth in California Penal Code sections 26150(a)(2) and 26155(a)(2) to be unconstitutional and unenforceable. The immediate implications for law enforcement agencies that issue public-carry licenses (“issuing authorities”) are as follows:

First, effective immediately, issuing authorities should no longer require proof of good cause for the issuance of a public-carry license. Issuing authorities may still inquire into an applicant’s reasons for desiring a license to the extent those reasons are relevant to other lawful considerations, but denial of a license for lack of “good cause” now violates the Second and Fourteenth Amendments under the Supreme Court’s decision in *Bruen*.

Second, issuing authorities should continue to apply and enforce all other aspects of California law with respect to public-carry licenses and the carrying of firearms in public. Issuing authorities are still required to take an applicant’s fingerprints and to wait for the results of the background check that is run by the California Department of Justice (DOJ). Licenses “shall not be issued if the [DOJ] determines that the person is prohibited by state or federal law from possessing, receiving, owning, or purchasing a firearm.” Cal. Pen. Code § 26195(a). Moreover, because the Court’s decision in *Bruen* does not affect the other statutory requirements governing public-carry licenses, issuing authorities must still require proof that (1) “the applicant is of good moral character,” (2) the applicant is a resident of the relevant county or city (or has their principal place of business or employment in that county or city), and (3) the applicant has completed a course of training. *Id.* §§ 26150(a), 26155(a). Issuing authorities may also still require psychological testing. *Id.* § 26190(f).

*Bruen* recognizes that States may ensure that those carrying firearms in their jurisdiction are “law-abiding, responsible citizens.” *Bruen*, slip op. p. 30 n.9; see also *id.* slip op. p. 2 (Kavanaugh, J., concurring) (States may “require a license applicant to undergo a background check, a mental health records check, and training in firearms handling and in laws regarding the use of force, among other possible requirements”). Accordingly, in assessing whether an applicant has established “good moral character,” issuing authorities should recognize that *Bruen* does not eliminate the duty or authority of local officials to protect the communities that they know best by ensuring that licenses are only issued to individuals who—by virtue of their character and temperament—can be trusted to abide by the law and otherwise ensure the safety of themselves and others. The investigation into whether an applicant satisfies the “good moral character” requirement should go beyond the determination of whether any “firearms prohibiting categories” apply, such as a mental health prohibition or prior felony conviction. Those categories, which may be found to apply during the DOJ-conducted background check (including the many categories pertaining to an applicant’s criminal history), simply determine whether the applicant is even eligible to own or possess firearms under state and federal law. When it comes to evaluating an applicant’s moral character, however, the issue is not whether the applicant meets the minimum qualifications to own or possess firearms under other statutory criteria. “Good moral character” is a distinct question that requires an independent determination.

Existing public-carry policies of local law enforcement agencies across the state provide helpful examples of how to apply the “good moral character” requirement. The Sacramento County Sheriff’s Office, for example, currently identifies several potential reasons why a public-carry license may be denied (or revoked), which include “[a]ny arrest in the last 5 years, regardless of the disposition” or

“[a]ny conviction in the last 7 years.”<sup>2</sup> It is reasonable to consider such factors in evaluating an applicant’s proof of the requisite moral character to safely carry firearms in public. *See, e.g., Bruen*, slip op. p. 63 (referencing “law-abiding citizens”). Other jurisdictions list the personal characteristics one reasonably expects of candidates for a public-carry license who do not pose a danger to themselves or others. The Riverside County Sheriff’s Department’s policy, for example, currently provides as follows: “Legal judgments of good moral character can include consideration of honesty, trustworthiness, diligence, reliability, respect for the law, integrity, candor, discretion, observance of fiduciary duty, respect for the rights of others, absence of hatred and racism, fiscal stability, profession-specific criteria such as pledging to honor the constitution and uphold the law, and the absence of criminal conviction.”<sup>3</sup>

As a starting point for purposes of investigating an applicant’s moral character, many issuing authorities require personal references and/or reference letters. Investigators may personally interview applicants and use the opportunity to gain further insight into the applicant’s character. And they may search publicly-available information, including social media accounts, in assessing the applicant’s character. Finally, we note that it remains reasonable—and constitutional—to ask applicants why they are interested in carrying their firearms in public. Although applicants do not need to demonstrate good cause for the issuance of a license, an applicant’s reasons for seeking a license may alert authorities to a need for psychological testing, be considered as part of the “good moral character” requirement, or provide information relevant to other statutory requirements.

---

<sup>2</sup> Sacramento County Sheriff’s Office, *CCW Application/Permit Denials/Revocations*, <<https://www.sacsheriff.com/documents/ccw/REVO-DENIAL-REASONS.pdf>> [last visited June 23, 2022].)

<sup>3</sup> Riverside County Sheriff’s Department, *Riverside County Sheriff’s Department Standards Manual (DSM)*, <<https://www.riversidesheriff.org/DocumentCenter/View/6791/Department-Standards-Manual-5222>> [last visited June 23, 2022].





## State of California

### PENAL CODE

#### Section 26190

---

26190. (a) (1) An applicant for a new license or for the renewal of a license shall pay at the time of filing the application a fee determined by the Department of Justice. The fee shall not exceed the application processing costs of the Department of Justice for the direct costs of furnishing the report required by Section 26185.

(2) After the department establishes fees sufficient to reimburse the department for processing costs, fees charged shall increase at a rate not to exceed the legislatively approved annual cost-of-living adjustments for the department's budget.

(3) The officer receiving the application and the fee shall transmit the fee, with the fingerprints if required, to the Department of Justice.

(b) (1) The licensing authority of any city, city and county, or county shall charge an additional fee in an amount equal to the reasonable costs for processing the application for a new license, issuing the license, and enforcing the license, including any required notices, excluding fingerprint and training costs, and shall transmit the additional fee, if any, to the city, city and county, or county treasury.

(2) The first 20 percent of this additional local fee may be collected upon filing of the initial application. The balance of the fee shall be collected only upon issuance of the license.

(c) The licensing authority may charge an additional fee, not to exceed twenty-five dollars (\$25), for processing the application for a license renewal, and shall transmit an additional fee, if any, to the city, city and county, or county treasury.

(d) These local fees may be increased at a rate not to exceed any increase in the California Consumer Price Index as compiled and reported by the Department of Industrial Relations.

(e) (1) In the case of an amended license pursuant to Section 26215, the licensing authority of any city, city and county, or county may charge a fee, not to exceed ten dollars (\$10), for processing the amended license.

(2) This fee may be increased at a rate not to exceed any increase in the California Consumer Price Index as compiled and reported by the Department of Industrial Relations.

(3) The licensing authority shall transmit the fee to the city, city and county, or county treasury.

(f) (1) If psychological testing on the initial application is required by the licensing authority, the license applicant shall be referred to a licensed psychologist used by the licensing authority for the psychological testing of its own employees. The applicant may be charged for the actual cost of the testing in an amount not to exceed one hundred fifty dollars (\$150).

(2) Additional psychological testing of an applicant seeking license renewal shall be required only if there is compelling evidence to indicate that a test is necessary. The cost to the applicant for this additional testing shall not exceed one hundred fifty dollars (\$150).

(g) Except as authorized pursuant to this section, a requirement, charge, assessment, fee, or condition that requires the payment of any additional funds by the applicant, or requires the applicant to obtain liability insurance, may not be imposed by any licensing authority as a condition of the application for a license.

(Amended by Stats. 2019, Ch. 732, Sec. 1. (AB 1297) Effective January 1, 2020.)





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

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

**Date:** November 28, 2023

**Subject:** Consideration to Accept the Board of State and Community Corrections Fiscal Year 2023 Officer Wellness and Mental Health Grant

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the Board of State and Community Corrections (BSCC) Officer Wellness and Mental Health Grant (Attachment "A") funds, in the amount of \$25,000;
- b. Adopt Resolution No. 8269 (Attachment "B") 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:

1. The Board of State and Community Corrections (BSCC) was established in 2012 as an independent statutory agency that provides services to the county adult and juvenile systems through inspections of county jails and juvenile detention facilities, technical assistance on local issues, promulgation of regulation, training standards for local correctional staff and the administration of a wide range of public safety, re-entry, violence reduction, and rehabilitative grants to state and local governments and community-based organizations (California Penal Code § 6024-6025). In addition, the BSCC also administers significant public safety-related grant funding for the advancement of community policing through information, technical assistance, and training.
2. The California Budget Act of 2022 (Senate Bill 154) established the Officer Wellness and Mental Health (Officer Wellness) Grant Program, which provides \$50 million for city and county law enforcement agencies to improve officer wellness and expand mental health resources. Funding may be used for establishing or expanding officer wellness units, establishing or expanding peer support units, services provided by a licensed mental health

**Consideration to Accept the Board of State and Community Corrections Fiscal Year 2023 Officer Wellness and Mental Health Grant**

Page 2 of 3

---

professional, counselor or other professional that works with law enforcement, expanding multiagency mutual aid programs focused on officer wellness and mental health, or other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

3. The City of San Fernando Police Department was one of 394 agencies that received Officer Wellness Grant Funding (Attachment "C").
4. The BSCC Officer Wellness and Mental Health Grant period is July 1, 2022 to December 1, 2025.

**ANALYSIS:**

Law enforcement officers face numerous challenges and stressors in the line of duty, often leading to adverse effects on their mental and physical well-being. Police Department leadership recognizes the importance of prioritizing the health of those who serve and protect the San Fernando community. Officer Mental Health and Wellness is a priority for the Police Department and is in line with the City Council Strategic Goal to Focus on Community First by ensuring the San Fernando Police Department has adequate resources for personnel, equipment, training and community-based policing options. The Department has earmarked BSCC Officer Wellness and Mental Health Grant funds to enhance its Officer Wellness Program to include jiu-jitsu training and yoga sessions for sworn personnel along with the purchase of the Cordico wellness app.

Jiu-jitsu, a martial art emphasizing self-defense and control, provides a positive and effective stress relief outlet for police officers. Engaging in physical activities like jiu-jitsu helps officers manage work-related stress, reducing the risk of burnout and improving overall mental health. It also enhances officer strength and flexibility, improves cardiovascular health and increases physical and emotional resiliency of police officers to the demands of police work. Jiu-jitsu emphasizes techniques for controlling non-compliant individuals without resorting to excessive force, aligning with our commitment to de-escalation whenever possible. The principles and practice of jiu-jitsu provides officers improved defensive skills to handle physical confrontations with non-compliant individuals with greater confidence and control, reducing the risk of injury to both officers and non-compliant individuals.

The practice of Yoga promotes a mind-body connection and can assist officers in developing emotional intelligence, and self-awareness. It can improve flexibility, improve circulation, build strength, reduce stress, and enhance sleep quality. BSCC Officer Wellness grant funds will pay the jiu-jitsu and yoga instructor's fees for San Fernando Police Department Sworn Personnel.

Grant funds will also allow the Police Department to purchase a Cordico Wellness App that will serve as a virtual platform offering a comprehensive suite of mental health resources for Police Officers. Officers can access counseling services, stress management tools, and educational



**Consideration to Accept the Board of State and Community Corrections Fiscal Year 2023 Officer Wellness and Mental Health Grant**

Page 3 of 3

---

materials from their cellular phones at their convenience. The Cordico Wellness App also assists in early detection of potential mental health issues. Through self-assessments and real-time monitoring, the app facilitates early intervention, preventing the escalation of mental health challenges and ensuring officers receive timely support.

The implementation of a wellness program combining jiu-jitsu training, yoga sessions, and the Cordico wellness app can significantly contribute to the overall well-being of law enforcement officers. By addressing both the physical and mental aspects of health, this holistic approach not only enhances officers' capacity to cope with job-related stressors but also fosters a culture of self-care within the police department. Allocating BSCC Officer Wellness and Mental Health Grant Funds for these initiatives demonstrates a commitment to the long-term health and resilience of those who dedicate their lives to public safety.

The City has received the grant funds upfront and will have until December 2025 to expend them. The Police Department is required to file brief expenditure reports in December 2023, 2024, and 2025. A final report detailing how the funding was used and the impact on officers will be completed in December 2025.

**BUDGET IMPACT:**

The \$25,000 BSCC Officer Wellness Grant will cover the full cost of the Cordico Wellness App, as well as jiu-jitsu and yoga training for Police Officers. Adoption of the attached Resolution is necessary to amend the FY 2023-2024 Adopted Budget to appropriate grant revenues (110-3696-3622) and expenditures (110-220-3622-4260 and 4270) for the Officer Wellness Grant.

**CONCLUSION:**

Staff recommends the acceptance of the BSCC Officer Wellness and Mental Health Grant funds to allow San Fernando Police Officers to perform at their best, amend the FY 2023-24 budget to appropriate the grant revenues and expenses, and authorize the City Manager to execute all related documents.

**ATTACHMENTS:**

- A. BSCC Officer Wellness and Mental Health Grant Award
- B. Resolution No. 8269
- C. Officer Wellness and Mental Health Grant Program Funding Distribution Schedule



**DATE:** December 21, 2022  
**TO:** Police Chiefs and Sheriffs  
**FROM:** Linda Penner, Chair  
**SUBJECT: OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD**

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to [OfficerWellnessGrant@bscc.ca.gov](mailto:OfficerWellnessGrant@bscc.ca.gov) by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email [OfficerWellnessGrant@bscc.ca.gov](mailto:OfficerWellnessGrant@bscc.ca.gov) and a BSCC staff member will respond.

Sincerely,



LINDA PENNER  
Chair  
Board of State & Community Corrections



**RESOLUTION NO. 8269**

**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  
BOARD OF STATE AND COMMUNITY CORRECTIONS OFFICER WELLNESS  
AND MENTAL HEALTH 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 BUREAU OF STATE AND COMMUNITY CORRECTIONS (BSCC)  
OFFICER WELLNESS AND MENTAL HEALTH GRANT**

Increase in Revenues	<u>\$25,000</u>
Account No. 110-3696-3622	

Increase in Expenditures	<u>\$25,000</u>
Account No. 110-220-3622-4260	15,000
Account No. 110-220-3622-4270	10,000

**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 28<sup>th</sup> day of NOVEMBER 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. 8269 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk

## Officer Wellness and Mental Health Grant Program Funding Distribution Schedule

COUNTY	AGENCY NAME	AWARD AMOUNT
ALAMEDA COUNTY	ALAMEDA CO SD/CORONER	\$ 709,103.49
ALAMEDA COUNTY	ALAMEDA PD	\$ 47,741.62
ALAMEDA COUNTY	ALBANY PD	\$ 20,000.00
ALAMEDA COUNTY	BAY AREA RAPID TRANSIT PD	\$ 145,331.11
ALAMEDA COUNTY	BERKELEY PD	\$ 106,014.48
ALAMEDA COUNTY	EAST BAY REG PARK DPS	\$ 37,912.46
ALAMEDA COUNTY	EMERYVILLE PD	\$ 28,000.00
ALAMEDA COUNTY	FREMONT PD	\$ 117,949.89
ALAMEDA COUNTY	HAYWARD PD	\$ 113,737.39
ALAMEDA COUNTY	LIVERMORE PD	\$ 63,187.44
ALAMEDA COUNTY	NEWARK PD	\$ 34,402.05
ALAMEDA COUNTY	OAKLAND PD	\$ 483,032.87
ALAMEDA COUNTY	PIEDMONT PD	\$ 15,000.00
ALAMEDA COUNTY	PLEASANTON PD	\$ 54,762.45
ALAMEDA COUNTY	SAN LEANDRO PD	\$ 49,847.87
ALAMEDA COUNTY	UNION CITY PD	\$ 47,039.54
ALPINE COUNTY	ALPINE CO SO	\$ 15,000.00
AMADOR COUNTY	AMADOR CO SO/CORONER	\$ 32,997.89
AMADOR COUNTY	IONE PD	\$ 15,000.00
AMADOR COUNTY	JACKSON PD	\$ 15,000.00
AMADOR COUNTY	SUTTER CREEK PD	\$ 15,000.00
BUTTE COUNTY	BUTTE CO SO/CORONER	\$ 122,162.38
BUTTE COUNTY	CHICO PD	\$ 65,293.69
BUTTE COUNTY	GRIDLEY PD	\$ 15,000.00
BUTTE COUNTY	OROVILLE PD	\$ 15,000.00
BUTTE COUNTY	PARADISE PD	\$ 15,000.00
CALAVERAS COUNTY	ANGELS CAMP PD	\$ 15,000.00
CALAVERAS COUNTY	CALAVERAS CO SD	\$ 40,018.71
COLUSA COUNTY	COLUSA COUNTY SD	\$ 25,000.00
COLUSA COUNTY	COLUSA PD	\$ 15,000.00
COLUSA COUNTY	WILLIAMS PD	\$ 15,000.00
CONTRA COSTA COUNTY	ANTIOCH PD	\$ 77,229.09
CONTRA COSTA COUNTY	BRENTWOOD PD	\$ 46,337.46
CONTRA COSTA COUNTY	CLAYTON PD	\$ 15,000.00
CONTRA COSTA COUNTY	CONCORD PD	\$ 93,376.99
CONTRA COSTA COUNTY	CONTRA COSTA CO SO/CORONER	\$ 435,993.33
CONTRA COSTA COUNTY	EL CERRITO PD	\$ 25,000.00
CONTRA COSTA COUNTY	HERCULES PD	\$ 20,000.00
CONTRA COSTA COUNTY	KENSINGTON PD	\$ 15,000.00
CONTRA COSTA COUNTY	MARTINEZ PD	\$ 28,000.00
CONTRA COSTA COUNTY	MORAGA PD	\$ 15,000.00
CONTRA COSTA COUNTY	OAKLEY PD	\$ 28,000.00
CONTRA COSTA COUNTY	PINOLE PD	\$ 20,000.00
CONTRA COSTA COUNTY	PITTSBURG PD	\$ 62,485.36
CONTRA COSTA COUNTY	PLEASANT HILL PD	\$ 30,891.64
CONTRA COSTA COUNTY	RICHMOND PD	\$ 83,547.84
CONTRA COSTA COUNTY	SAN PABLO PD	\$ 37,912.46
CONTRA COSTA COUNTY	SAN RAMON PD	\$ 46,337.46
CONTRA COSTA COUNTY	WALNUT CREEK PD	\$ 51,252.03



COUNTY	AGENCY NAME	AWARD AMOUNT
DEL NORTE COUNTY	CRESCENT CITY PD	\$ 15,000.00
DEL NORTE COUNTY	DEL NORTE COUNTY SO	\$ 15,000.00
EL DORADO COUNTY	EL DORADO CO SO	\$ 117,247.80
EL DORADO COUNTY	PLACERVILLE PD	\$ 15,000.00
EL DORADO COUNTY	SOUTH LAKE TAHOE PD	\$ 28,000.00
FRESNO COUNTY	CLOVIS PD	\$ 73,718.68
FRESNO COUNTY	COALINGA PD	\$ 15,000.00
FRESNO COUNTY	FIREBAUGH PD	\$ 15,000.00
FRESNO COUNTY	FOWLER PD	\$ 15,000.00
FRESNO COUNTY	FRESNO CO SO	\$ 288,555.97
FRESNO COUNTY	FRESNO PD	\$ 557,453.63
FRESNO COUNTY	HURON PD	\$ 15,000.00
FRESNO COUNTY	KERMAN PD	\$ 25,000.00
FRESNO COUNTY	KINGSBURG PD	\$ 20,000.00
FRESNO COUNTY	MENDOTA PD	\$ 15,000.00
FRESNO COUNTY	ORANGE COVE PD	\$ 15,000.00
FRESNO COUNTY	PARLIER PD	\$ 15,000.00
FRESNO COUNTY	REEDLEY PD	\$ 25,000.00
FRESNO COUNTY	SANGER PD	\$ 28,000.00
FRESNO COUNTY	SELMA PD	\$ 28,000.00
GLENN COUNTY	GLENN CO SO/CORONER	\$ 30,891.64
GLENN COUNTY	ORLAND PD	\$ 15,000.00
HUMBOLDT COUNTY	ARCATA PD	\$ 20,000.00
HUMBOLDT COUNTY	EUREKA PD	\$ 28,000.00
HUMBOLDT COUNTY	FERNDALE PD	\$ 15,000.00
HUMBOLDT COUNTY	FORTUNA PD	\$ 15,000.00
HUMBOLDT COUNTY	HUMBOLDT CO SO	\$ 128,481.13
HUMBOLDT COUNTY	RIO DELL PD	\$ 15,000.00
IMPERIAL COUNTY	BRAWLEY PD	\$ 20,000.00
IMPERIAL COUNTY	CALEXICO PD	\$ 20,000.00
IMPERIAL COUNTY	CALIPATRIA PD	\$ 15,000.00
IMPERIAL COUNTY	EL CENTRO PD	\$ 28,083.31
IMPERIAL COUNTY	IMPERIAL CO SO	\$ 63,187.44
IMPERIAL COUNTY	IMPERIAL PD	\$ 15,000.00
IMPERIAL COUNTY	WESTMORLAND PD	\$ 15,000.00
INYO COUNTY	BISHOP PD	\$ 15,000.00
INYO COUNTY	INYO COUNTY SO	\$ 28,000.00
KERN COUNTY	ARVIN PD	\$ 15,000.00
KERN COUNTY	BAKERSFIELD PD	\$ 305,405.96
KERN COUNTY	BEAR VALLEY PD	\$ 15,000.00
KERN COUNTY	CALIFORNIA CITY PD	\$ 15,000.00
KERN COUNTY	DELANO PD	\$ 33,699.97
KERN COUNTY	KERN COUNTY SO	\$ 501,989.10
KERN COUNTY	MCFARLAND PD	\$ 15,000.00
KERN COUNTY	RIDGECREST PD	\$ 25,000.00
KERN COUNTY	SHAFTER PD	\$ 25,000.00
KERN COUNTY	STALLION SPRINGS PD	\$ 15,000.00
KERN COUNTY	TAFT PD	\$ 15,000.00
KERN COUNTY	TEHACHAPI PD	\$ 15,000.00
KINGS COUNTY	AVENAL PD	\$ 15,000.00
KINGS COUNTY	CORCORAN PD	\$ 15,000.00
KINGS COUNTY	HANFORD PD	\$ 42,827.04

COUNTY	AGENCY NAME	AWARD AMOUNT
KINGS COUNTY	KINGS CO SHERIFF'S OFFICE	\$ 136,204.04
KINGS COUNTY	LEMOORE PD	\$ 28,000.00
LAKE COUNTY	CLEARLAKE PD	\$ 20,000.00
LAKE COUNTY	LAKE CO SO	\$ 64,591.60
LAKE COUNTY	LAKEPORT PD	\$ 15,000.00
LASSEN COUNTY	LASSEN CO SO	\$ 38,614.55
LASSEN COUNTY	SUSANVILLE PD	\$ 15,000.00
LOS ANGELES COUNTY	ALHAMBRA PD	\$ 56,868.70
LOS ANGELES COUNTY	ARCADIA PD	\$ 45,635.37
LOS ANGELES COUNTY	AZUSA PD	\$ 36,508.30
LOS ANGELES COUNTY	BALDWIN PARK PD	\$ 40,720.79
LOS ANGELES COUNTY	BELL GARDENS PD	\$ 32,295.80
LOS ANGELES COUNTY	BELL PD	\$ 25,000.00
LOS ANGELES COUNTY	BEVERLY HILLS PD	\$ 94,781.16
LOS ANGELES COUNTY	BURBANK PD	\$ 103,908.23
LOS ANGELES COUNTY	CLAREMONT PD	\$ 28,000.00
LOS ANGELES COUNTY	COVINA PD	\$ 40,720.79
LOS ANGELES COUNTY	CULVER CITY PD	\$ 70,910.35
LOS ANGELES COUNTY	DOWNEY PD	\$ 80,037.42
LOS ANGELES COUNTY	EL MONTE PD	\$ 75,824.93
LOS ANGELES COUNTY	EL SEGUNDO PD	\$ 37,912.46
LOS ANGELES COUNTY	GARDENA PD	\$ 60,379.11
LOS ANGELES COUNTY	GLENDALE PD	\$ 162,883.18
LOS ANGELES COUNTY	GLENORA PD	\$ 34,402.05
LOS ANGELES COUNTY	HAWTHORNE PD	\$ 64,591.60
LOS ANGELES COUNTY	HERMOSA BEACH PD	\$ 28,000.00
LOS ANGELES COUNTY	HUNTINGTON PARK PD	\$ 37,210.38
LOS ANGELES COUNTY	INGLEWOOD PD	\$ 120,056.14
LOS ANGELES COUNTY	IRWINDALE PD	\$ 25,000.00
LOS ANGELES COUNTY	LA VERNE PD	\$ 28,000.00
LOS ANGELES COUNTY	LONG BEACH PD	\$ 520,243.25
LOS ANGELES COUNTY	LOS ANGELES CO SD	\$ 6,548,325.00
LOS ANGELES COUNTY	LOS ANGELES PD	\$ 6,499,179.21
LOS ANGELES COUNTY	MANHATTAN BEACH PD	\$ 40,720.79
LOS ANGELES COUNTY	MONROVIA PD	\$ 32,295.80
LOS ANGELES COUNTY	MONTEBELLO PD	\$ 47,741.62
LOS ANGELES COUNTY	MONTEREY PARK PD	\$ 49,847.87
LOS ANGELES COUNTY	PALOS VERDES ESTATES PD	\$ 15,000.00
LOS ANGELES COUNTY	PASADENA PD	\$ 152,351.94
LOS ANGELES COUNTY	POMONA PD	\$ 105,312.40
LOS ANGELES COUNTY	REDONDO BEACH PD	\$ 63,187.44
LOS ANGELES COUNTY	SAN FERNANDO PD	\$ 25,000.00
LOS ANGELES COUNTY	SAN GABRIEL PD	\$ 32,997.89
LOS ANGELES COUNTY	SAN MARINO PD	\$ 25,000.00
LOS ANGELES COUNTY	SANTA MONICA PD	\$ 141,118.62
LOS ANGELES COUNTY	SIERRA MADRE PD	\$ 15,000.00
LOS ANGELES COUNTY	SIGNAL HILL PD	\$ 28,000.00
LOS ANGELES COUNTY	SOUTH GATE PD	\$ 51,954.12
LOS ANGELES COUNTY	SOUTH PASADENA PD	\$ 28,000.00
LOS ANGELES COUNTY	TORRANCE PD	\$ 141,820.70
LOS ANGELES COUNTY	VERNON PD	\$ 30,189.55
LOS ANGELES COUNTY	WEST COVINA PD	\$ 65,293.69

COUNTY	AGENCY NAME	AWARD AMOUNT
LOS ANGELES COUNTY	WHITTIER PD	\$ 87,058.25
MADERA COUNTY	CHOWCHILLA PD	\$ 20,000.00
MADERA COUNTY	MADERA CO SO	\$ 75,122.84
MADERA COUNTY	MADERA PD	\$ 40,720.79
MARIN COUNTY	BELVEDERE PD	\$ 15,000.00
MARIN COUNTY	CENTRAL MARIN POLICE AUTHORITY	\$ 28,000.00
MARIN COUNTY	FAIRFAX PD	\$ 15,000.00
MARIN COUNTY	MARIN CO SO	\$ 132,693.62
MARIN COUNTY	MILL VALLEY PD	\$ 20,000.00
MARIN COUNTY	NOVATO PD	\$ 39,316.63
MARIN COUNTY	ROSS PD	\$ 15,000.00
MARIN COUNTY	SAN RAFAEL PD	\$ 44,933.29
MARIN COUNTY	SAUSALITO PD	\$ 15,000.00
MARIN COUNTY	TIBURON PD	\$ 15,000.00
MARIPOSA COUNTY	MARIPOSA CO SO	\$ 44,231.21
MENDOCINO COUNTY	FORT BRAGG PD	\$ 15,000.00
MENDOCINO COUNTY	MENDOCINO CO SO	\$ 75,824.93
MENDOCINO COUNTY	UKIAH PD	\$ 20,000.00
MENDOCINO COUNTY	WILLITS PD	\$ 15,000.00
MERCED COUNTY	ATWATER PD	\$ 20,000.00
MERCED COUNTY	DOS PALOS PD	\$ 15,000.00
MERCED COUNTY	GUSTINE PD	\$ 15,000.00
MERCED COUNTY	LIVINGSTON PD	\$ 15,000.00
MERCED COUNTY	LOS BANOS PD	\$ 30,189.55
MERCED COUNTY	MERCED CO SO	\$ 84,249.92
MERCED COUNTY	MERCED PD	\$ 65,995.77
MODOC COUNTY	ALTURAS PD	\$ 15,000.00
MODOC COUNTY	MODOC CO SO	\$ 15,000.00
MONO COUNTY	MAMMOTH LAKES PD	\$ 15,000.00
MONO COUNTY	MONO CO SD	\$ 20,000.00
MONTEREY COUNTY	CARMEL PD	\$ 15,000.00
MONTEREY COUNTY	DEL REY OAKS PD	\$ 15,000.00
MONTEREY COUNTY	GONZALES PD	\$ 15,000.00
MONTEREY COUNTY	GREENFIELD PD	\$ 20,000.00
MONTEREY COUNTY	KING CITY PD	\$ 15,000.00
MONTEREY COUNTY	MARINA PD	\$ 25,000.00
MONTEREY COUNTY	MONTEREY CO SHERIFF'S OFFICE	\$ 196,583.15
MONTEREY COUNTY	MONTEREY PD	\$ 32,997.89
MONTEREY COUNTY	PACIFIC GROVE PD	\$ 20,000.00
MONTEREY COUNTY	SALINAS PD	\$ 96,887.41
MONTEREY COUNTY	SAND CITY PD	\$ 15,000.00
MONTEREY COUNTY	SEASIDE PD	\$ 25,000.00
MONTEREY COUNTY	SOLEDAD PD	\$ 15,000.00
NAPA COUNTY	CALISTOGA PD	\$ 15,000.00
NAPA COUNTY	NAPA CO SO	\$ 72,314.51
NAPA COUNTY	NAPA PD	\$ 44,933.29
NAPA COUNTY	SAINT HELENA PD	\$ 15,000.00
NEVADA COUNTY	GRASS VALLEY PD	\$ 25,000.00
NEVADA COUNTY	NEVADA CITY PD	\$ 15,000.00
NEVADA COUNTY	NEVADA CO SO	\$ 42,827.04
NEVADA COUNTY	TRUCKEE PD	\$ 20,000.00
ORANGE COUNTY	ANAHEIM PD	\$ 260,472.67

COUNTY	AGENCY NAME	AWARD AMOUNT
ORANGE COUNTY	BREA PD	\$ 41,422.88
ORANGE COUNTY	BUENA PARK PD	\$ 58,272.86
ORANGE COUNTY	COSTA MESA PD	\$ 93,376.99
ORANGE COUNTY	CYPRESS PD	\$ 37,210.38
ORANGE COUNTY	FOUNTAIN VALLEY PD	\$ 42,827.04
ORANGE COUNTY	FULLERTON PD	\$ 79,335.34
ORANGE COUNTY	GARDEN GROVE PD	\$ 122,162.38
ORANGE COUNTY	HUNTINGTON BEACH PD	\$ 148,841.52
ORANGE COUNTY	IRVINE PD	\$ 160,776.93
ORANGE COUNTY	LA HABRA PD	\$ 50,549.95
ORANGE COUNTY	LA PALMA PD	\$ 20,000.00
ORANGE COUNTY	LAGUNA BEACH PD	\$ 34,402.05
ORANGE COUNTY	LOS ALAMITOS PD	\$ 15,000.00
ORANGE COUNTY	NEWPORT BEACH PD	\$ 94,079.08
ORANGE COUNTY	ORANGE CO SD/CORONER	\$ 1,285,513.36
ORANGE COUNTY	ORANGE PD	\$ 102,504.07
ORANGE COUNTY	PLACENTIA PD	\$ 32,295.80
ORANGE COUNTY	SANTA ANA PD	\$ 246,431.01
ORANGE COUNTY	SEAL BEACH PD	\$ 28,000.00
ORANGE COUNTY	TUSTIN PD	\$ 65,293.69
ORANGE COUNTY	WESTMINSTER PD	\$ 57,570.78
PLACER COUNTY	AUBURN PD	\$ 15,000.00
PLACER COUNTY	LINCOLN PD	\$ 25,000.00
PLACER COUNTY	PLACER COUNTY SO	\$ 176,222.75
PLACER COUNTY	ROCKLIN PD	\$ 41,422.88
PLACER COUNTY	ROSEVILLE PD	\$ 89,866.58
PLUMAS COUNTY	PLUMAS CO SO	\$ 25,000.00
RIVERSIDE COUNTY	BANNING PD	\$ 28,000.00
RIVERSIDE COUNTY	BEAUMONT PD	\$ 35,104.13
RIVERSIDE COUNTY	BLYTHE PD	\$ 20,000.00
RIVERSIDE COUNTY	CATHEDRAL CITY PD	\$ 34,402.05
RIVERSIDE COUNTY	CORONA PD	\$ 104,610.32
RIVERSIDE COUNTY	DESERT HOT SPRINGS PD	\$ 25,000.00
RIVERSIDE COUNTY	HEMET PD	\$ 48,443.70
RIVERSIDE COUNTY	INDIO PD	\$ 44,933.29
RIVERSIDE COUNTY	MENIFEE PD	\$ 53,358.28
RIVERSIDE COUNTY	MURRIETA PD	\$ 70,910.35
RIVERSIDE COUNTY	PALM SPRINGS PD	\$ 68,804.10
RIVERSIDE COUNTY	RIVERSIDE CO SD	\$ 1,951,087.72
RIVERSIDE COUNTY	RIVERSIDE PD	\$ 245,026.85
SACRAMENTO COUNTY	AMTRAK PD	\$ 25,000.00
SACRAMENTO COUNTY	CITRUS HEIGHTS PD	\$ 54,762.45
SACRAMENTO COUNTY	ELK GROVE PD	\$ 89,866.58
SACRAMENTO COUNTY	FOLSOM PD	\$ 51,252.03
SACRAMENTO COUNTY	GALT PD	\$ 28,000.00
SACRAMENTO COUNTY	SACRAMENTO CO SD	\$ 902,176.22
SACRAMENTO COUNTY	SACRAMENTO PD	\$ 480,926.62
SAN BENITO COUNTY	HOLLISTER PD	\$ 28,000.00
SAN BENITO COUNTY	SAN BENITO CO SO	\$ 37,912.46
SAN BERNARDINO COUNTY	BARSTOW PD	\$ 28,000.00
SAN BERNARDINO COUNTY	CHINO PD	\$ 77,931.18
SAN BERNARDINO COUNTY	COLTON PD	\$ 37,210.38



COUNTY	AGENCY NAME	AWARD AMOUNT
SAN BERNARDINO COUNTY	FONTANA PD	\$ 136,204.04
SAN BERNARDINO COUNTY	MONTCLAIR PD	\$ 32,295.80
SAN BERNARDINO COUNTY	ONTARIO PD	\$ 193,072.73
SAN BERNARDINO COUNTY	REDLANDS PD	\$ 55,464.53
SAN BERNARDINO COUNTY	RIALTO PD	\$ 78,633.26
SAN BERNARDINO COUNTY	SAN BERNARDINO CO SD	\$ 1,347,296.63
SAN BERNARDINO COUNTY	SAN BERNARDINO PD	\$ 172,010.25
SAN BERNARDINO COUNTY	UPLAND PD	\$ 45,635.37
SAN DIEGO COUNTY	CARLSBAD PD	\$ 84,952.00
SAN DIEGO COUNTY	CHULA VISTA PD	\$ 163,585.26
SAN DIEGO COUNTY	CORONADO PD	\$ 30,891.64
SAN DIEGO COUNTY	EL CAJON PD	\$ 82,845.75
SAN DIEGO COUNTY	ESCONDIDO PD	\$ 94,781.16
SAN DIEGO COUNTY	LA MESA PD	\$ 42,124.96
SAN DIEGO COUNTY	NATIONAL CITY PD	\$ 58,272.86
SAN DIEGO COUNTY	OCEANSIDE PD	\$ 142,522.78
SAN DIEGO COUNTY	SAN DIEGO CO SD	\$ 1,809,969.10
SAN DIEGO COUNTY	SAN DIEGO PD	\$ 1,263,046.71
SAN FRANCISCO COUNTY	SAN FRANCISCO CO SO	\$ 536,391.15
SAN FRANCISCO COUNTY	SAN FRANCISCO PD	\$ 1,407,675.74
SAN JOAQUIN COUNTY	ESCALON PD	\$ 15,000.00
SAN JOAQUIN COUNTY	LODI PD	\$ 47,741.62
SAN JOAQUIN COUNTY	MANTECA PD	\$ 51,252.03
SAN JOAQUIN COUNTY	RIPON PD	\$ 20,000.00
SAN JOAQUIN COUNTY	SAN JOAQUIN CO SO	\$ 223,262.29
SAN JOAQUIN COUNTY	STOCKTON PD	\$ 275,918.49
SAN JOAQUIN COUNTY	TRACY PD	\$ 73,718.68
SAN LUIS OBISPO COUNTY	ARROYO GRANDE PD	\$ 20,000.00
SAN LUIS OBISPO COUNTY	ATASCADERO PD	\$ 25,000.00
SAN LUIS OBISPO COUNTY	GROVER BEACH PD	\$ 20,000.00
SAN LUIS OBISPO COUNTY	MORRO BAY PD	\$ 15,000.00
SAN LUIS OBISPO COUNTY	PASO ROBLES PD	\$ 28,000.00
SAN LUIS OBISPO COUNTY	PISMO BEACH PD	\$ 20,000.00
SAN LUIS OBISPO COUNTY	SAN LUIS OBISPO CO SO	\$ 216,943.54
SAN LUIS OBISPO COUNTY	SAN LUIS OBISPO PD	\$ 42,124.96
SAN MATEO COUNTY	ATHERTON PD	\$ 20,000.00
SAN MATEO COUNTY	BELMONT PD	\$ 25,000.00
SAN MATEO COUNTY	BRISBANE PD	\$ 15,000.00
SAN MATEO COUNTY	BROADMOOR PD	\$ 15,000.00
SAN MATEO COUNTY	BURLINGAME PD	\$ 28,000.00
SAN MATEO COUNTY	COLMA PD	\$ 15,000.00
SAN MATEO COUNTY	DALY CITY PD	\$ 63,889.52
SAN MATEO COUNTY	EAST PALO ALTO PD	\$ 25,000.00
SAN MATEO COUNTY	FOSTER CITY PD	\$ 28,000.00
SAN MATEO COUNTY	HILLSBOROUGH PD	\$ 25,000.00
SAN MATEO COUNTY	MENLO PARK PD	\$ 28,785.39
SAN MATEO COUNTY	PACIFICA PD	\$ 25,000.00
SAN MATEO COUNTY	REDWOOD CITY PD	\$ 56,166.61
SAN MATEO COUNTY	SAN BRUNO PD	\$ 31,593.72
SAN MATEO COUNTY	SAN MATEO CO SHERIFF'S OFFICE	\$ 202,199.81
SAN MATEO COUNTY	SAN MATEO PD	\$ 75,122.84
SAN MATEO COUNTY	SOUTH SAN FRANCISCO PD	\$ 53,358.28

COUNTY	AGENCY NAME	AWARD AMOUNT
SANTA BARBARA COUNTY	GUADALUPE PD	\$ 15,000.00
SANTA BARBARA COUNTY	LOMPOC PD	\$ 28,785.39
SANTA BARBARA COUNTY	SANTA BARBARA CO SO	\$ 348,233.00
SANTA BARBARA COUNTY	SANTA BARBARA PD	\$ 82,143.67
SANTA BARBARA COUNTY	SANTA MARIA PD	\$ 83,547.84
SANTA CLARA COUNTY	CAMPBELL PD	\$ 30,189.55
SANTA CLARA COUNTY	GILROY PD	\$ 43,529.13
SANTA CLARA COUNTY	LOS ALTOS PD	\$ 28,000.00
SANTA CLARA COUNTY	LOS GATOS PD	\$ 28,000.00
SANTA CLARA COUNTY	MILPITAS PD	\$ 60,379.11
SANTA CLARA COUNTY	MORGAN HILL PD	\$ 28,000.00
SANTA CLARA COUNTY	MOUNTAIN VIEW PD	\$ 57,570.78
SANTA CLARA COUNTY	PALO ALTO PD	\$ 47,741.62
SANTA CLARA COUNTY	SAN JOSE PD	\$ 758,951.36
SANTA CLARA COUNTY	SANTA CLARA CO SO	\$ 841,095.03
SANTA CLARA COUNTY	SANTA CLARA PD	\$ 98,291.57
SANTA CLARA COUNTY	SUNNYVALE DPS	\$ 139,012.37
SANTA CRUZ COUNTY	CAPITOLA PD	\$ 20,000.00
SANTA CRUZ COUNTY	SANTA CRUZ CO SO	\$ 101,801.99
SANTA CRUZ COUNTY	SANTA CRUZ PD	\$ 50,549.95
SANTA CRUZ COUNTY	SCOTTS VALLEY PD	\$ 15,000.00
SANTA CRUZ COUNTY	WATSONVILLE PD	\$ 47,039.54
SHASTA COUNTY	ANDERSON PD	\$ 15,000.00
SHASTA COUNTY	REDDING PD	\$ 72,314.51
SHASTA COUNTY	SHASTA CO SO	\$ 82,845.75
SIERRA COUNTY	SIERRA CO SHERIFF'S OFFICE	\$ 15,000.00
SISKIYOU COUNTY	ETNA PD	\$ 15,000.00
SISKIYOU COUNTY	LAKE SHASTINA DISTRICT PD	\$ 15,000.00
SISKIYOU COUNTY	MOUNT SHASTA PD	\$ 15,000.00
SISKIYOU COUNTY	SISKIYOU CO SD	\$ 45,635.37
SISKIYOU COUNTY	TULELAKE PD	\$ 15,000.00
SISKIYOU COUNTY	WEED PD	\$ 15,000.00
SISKIYOU COUNTY	YREKA PD	\$ 15,000.00
SOLANO COUNTY	BENICIA PD	\$ 28,000.00
SOLANO COUNTY	DIXON PD	\$ 20,000.00
SOLANO COUNTY	FAIRFIELD PD	\$ 82,143.67
SOLANO COUNTY	SOLANO CO SO	\$ 120,056.14
SOLANO COUNTY	SUISUN CITY PD	\$ 20,000.00
SOLANO COUNTY	VACAVILLE PD	\$ 70,208.27
SOLANO COUNTY	VALLEJO PD	\$ 61,783.27
SONOMA COUNTY	CLOVERDALE PD	\$ 15,000.00
SONOMA COUNTY	COTATI PD	\$ 15,000.00
SONOMA COUNTY	HEALDSBURG PD	\$ 15,000.00
SONOMA COUNTY	PETALUMA PD	\$ 46,337.46
SONOMA COUNTY	ROHNERT PARK DPS	\$ 51,252.03
SONOMA COUNTY	SANTA ROSA PD	\$ 117,247.80
SONOMA COUNTY	SEBASTOPOL PD	\$ 15,000.00
SONOMA COUNTY	SONOMA CO SHERIFF'S OFFICE	\$ 287,151.81
STANISLAUS COUNTY	CERES DPS	\$ 32,997.89
STANISLAUS COUNTY	MODESTO PD	\$ 127,779.04
STANISLAUS COUNTY	NEWMAN PD	\$ 15,000.00
STANISLAUS COUNTY	OAKDALE PD	\$ 20,000.00

COUNTY	AGENCY NAME	AWARD AMOUNT
STANISLAUS COUNTY	STANISLAUS CO SD	\$ 369,997.56
STANISLAUS COUNTY	TURLOCK PD	\$ 57,570.78
SUTTER COUNTY	SUTTER CO SO	\$ 70,910.35
SUTTER COUNTY	YUBA CITY PD	\$ 41,422.88
TEHEMA COUNTY	CORNING PD	\$ 15,000.00
TEHEMA COUNTY	RED BLUFF PD	\$ 20,000.00
TEHEMA COUNTY	TEHAMA CO SO	\$ 47,039.54
TRINITY COUNTY	TRINITY COUNTY SO	\$ 28,000.00
TULARE COUNTY	DINUBA PD	\$ 28,000.00
TULARE COUNTY	EXETER PD	\$ 15,000.00
TULARE COUNTY	FARMERSVILLE PD	\$ 15,000.00
TULARE COUNTY	LINDSAY DPS	\$ 15,000.00
TULARE COUNTY	PORTERVILLE PD	\$ 46,337.46
TULARE COUNTY	TULARE CO SO	\$ 358,062.16
TULARE COUNTY	TULARE PD	\$ 46,337.46
TULARE COUNTY	VISALIA PD	\$ 102,504.07
TULARE COUNTY	WOODLAKE PD	\$ 15,000.00
TUOLUMNE COUNTY	SONORA PD	\$ 15,000.00
TUOLUMNE COUNTY	TUOLUMNE CO SO	\$ 65,293.69
VENTURA COUNTY	OXNARD PD	\$ 152,351.94
VENTURA COUNTY	PORT HUENEME PD	\$ 20,000.00
VENTURA COUNTY	SANTA PAULA PD	\$ 25,000.00
VENTURA COUNTY	SIMI VALLEY PD	\$ 77,229.09
VENTURA COUNTY	VENTURA CO SO	\$ 503,393.27
VENTURA COUNTY	VENTURA PD	\$ 95,483.24
YOLO COUNTY	DAVIS PD	\$ 39,316.63
YOLO COUNTY	WEST SACRAMENTO PD	\$ 47,741.62
YOLO COUNTY	WINTERS PD	\$ 15,000.00
YOLO COUNTY	WOODLAND PD	\$ 47,039.54
YOLO COUNTY	YOLO CO SHERIFF'S OFFICE	\$ 54,060.37
YUBA COUNTY	MARYSVILLE PD	\$ 15,000.00
YUBA COUNTY	WHEATLAND PD	\$ 15,000.00
YUBA COUNTY	YUBA CO SD	\$ 73,016.60

*This Page  
Intentionally  
Left Blank*





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

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

**Date:** November 28, 2023

**Subject:** Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a three-year Master Services Agreement (Attachment "A" – Contract No. 2213) to Flock Safety for the installation and maintenance of 37 Fixed Automated License Plate Readers (ALPRs); and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On September 14, 2023, the City received a grant from the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Program in the amount of \$494,964 for the installation of Automated License Plate Readers and implementation of a Catalytic Converter Etching Program.
2. On October 16, 2023, the City Council approved the acceptance of and appropriated the grant funds via Resolution No. 8261.
3. The grant period is from October 1, 2023 to June 1, 2027.

### ANALYSIS:

The California Budget Act of 2022 (Senate Bill 154), through the Board of State and Community Corrections (BSCC), established the Organized Retail Theft (ORT) Prevention Grant Program to

**Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers**

Page 2 of 3

---

provide competitive grants for city police departments, county sheriffs' departments, and probation departments to support local law enforcement agencies in their efforts to prevent and respond to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

The Department recognizes the need for advanced technologies and techniques, along with increased public awareness to deter and apprehend criminals committing retail or catalytic converter theft. Through the BSCC ORT grant application, the Department developed the San Fernando Police Department's Theft Prevention Program. This program aims to enhance the Department's ability to combat organized retail theft, auto theft, and catalytic converter theft within the City of San Fernando. The Theft Prevention program includes the installation of ALPR cameras in strategic areas throughout the City.

The Department has selected Flock Safety as a provider of these cameras for multiple reasons. Flock ALPR devices provide real-time vehicle information such as vehicle type, make color, license plate, state, missing or covered plates, as well as unique features such as bumper stickers, decals, and roof racks. All data captured by the devices is encrypted and automatically deleted every thirty (30) days. The company also provides a transparency portal that allows the City to share data about how the devices work on an ongoing basis.

Flock Safety provides a turnkey solution to help Police Departments combat crime – including hardware, software, and maintenance across License Plate Reader (LPR), Audio, Video and Real-Time Intelligence. In addition, Flock Safety is a sole source of LPR data to Axon's Evidence.com. Flock ALPR devices are solar powered and wireless, and can be installed on existing infrastructure owned by the City. Flock Safety also maintains all ALPR devices.

Furthermore, the Flock Safety subscription service and equipment can be procured via Insight/OMNIA Partners, a cooperative purchasing program used by the City for goods and services since 2018. Through the Insight/OMNIA Partners cooperative purchasing program, the City has contracted with many other vendors for goods and services. Insight/OMNIA Partners has also worked with several other cities in Southern California to facilitate an agreement with Flock Safety, including Bell Gardens, Colton, and Costa Mesa.

Staff requests the approval of the proposed Master Services Agreement through Insight/OMNIA Partners for the Flock Safety Subscription, as well as the installation, and maintenance of 37 ALPR cameras in accordance with Section 2-802 of the San Fernando Municipal Code (SFMC). In compliance with SFMC Section 2-802, through Insight/OMNIA Partners, the City will receive the same product/service at the same or better pricing.



**Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers**

Page 3 of 3

---

**BUDGET IMPACT:**

The total cost of the installation and three-year subscription for 37 ALPR devices is \$340,050 (\$118,050 for Year 1 of the contract, and \$111,000 for Years 2 and 3). The full cost will be paid with BSCC ORT grant funds. At the end of the three-year grant period, the City may choose to continue subscribing to Flock Safety ALPR services with all or some of the ALPR devices, add additional devices to the subscription terms, or end the subscription and return all of the devices to Flock Safety.

**CONCLUSION:**

It is recommended that the City Council approve a Master Services Agreement to Flock Safety for the installation, subscription, and maintenance of 37 ALPR devices.

**ATTACHMENTS:**

A. Contract No. 2213 - Flock Safety Master Services Agreement

## **Flock Safety + CA - San Fernando PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Antouan Benbalit  
[anton.benbalit@flocksafety.com](mailto:anton.benbalit@flocksafety.com)  
2064321524

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

---

## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i></p>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.



Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

## License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>✓ 1 Standard LPR Camera</p> <p>✓ Unlimited LTE data service + Flock OS platform licenses</p> <p>✓ 1 DOT breakaway pole</p> <p>✓ Dual solar panels</p> <p>✓ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>✓ 1 LPR Camera</p> <p>✓ Unlimited LTE data service + software licenses</p> <p>✓ 1 portable mount with varying-sized band clamps</p> <p>✓ 1 Charger for internal battery</p> <p>✓ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>✓ 1 Long-Range LPR Camera</p> <p>✓ Computing device in protective poly case</p> <p>✓ AC Power</p> <p>✓ Permitting, installation, and ongoing maintenance</p>

### Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



## EXHIBIT A ORDER FORM

Customer: CA – City of San Fernando  
 Legal Entity Name: CA – City of San Fernando  
 Accounts Payable Email: irosenberg@sfcity.org  
 Address: 910 1st St San Fernando, California 91340

Initial Term: 36 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$111,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	37	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	34	\$5,100.00
<b>Subtotal Year 1:</b>			<b>\$118,050.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$111,000.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Contract Total:</b>			<b>\$340,050.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*



### **Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$118,050.00
<b>Annual Recurring after Year 1</b>	\$111,000.00
<b>Contract Total</b>	\$340,050.00

\*Tax not included

**Product and Services Description**

<b>Flock Safety Platform Items</b>	<b>Product Description</b>	<b>Terms</b>
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

<b>One-Time Fees</b>	<b>Service Description</b>
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.**

**FLOCK GROUP, INC.**

**Customer: City of San Fernando CA**

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

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

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

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

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

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

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

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

PO Number: \_\_\_\_\_

**SOLD-TO PARTY 10629699**
CITY OF SAN FERNANDO  
117 N MACNEIL ST  
SAN FERNANDO CA 91340-2911
**SHIP-TO**
CITY OF SAN FERNANDO  
117 N MACNEIL ST  
SAN FERNANDO CA 91340-2911
**Quotation**

**Quotation Number** : [0226827033](#)  
**Document Date** : 02-NOV-2023  
**PO Number** :  
**PO release:** :  
**Sales Rep** : Christopher Letsinger  
**Email** : [CHRISTOPHER.LETSINGER@INSIGHT.COM](mailto:CHRISTOPHER.LETSINGER@INSIGHT.COM)  
**Telephone** : +14804096848

**We deliver according to the following terms:**

**Payment Terms** : Credit Card  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

**\*\*MUST BE INCLUDED ON CLIENT PO\*\***

**THIS IS A 3 YEAR ANNUAL PAYMENT COMMITMENT**

Year 1 - Lines 20-40 - \$118,050.00 plus applicable tax - Invoiced 100% upon issuance of PO

Year 2 - Line 50 - \$111,000.00 plus applicable tax - Invoiced at first anniversary

Year 2 - Line 60 - \$111,000.00 plus applicable tax - Invoiced at second anniversary

Total Contract Commit - \$340,050.00 plus applicable tax

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">PARTNER-MDS-PO</a>	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	1		
<i>Solution includes the following:</i>				
<a href="#">PS-IMP-STD-CHEC</a>	FLOCK GROUP ONE-TIME PROFESSIONAL SERVICES - STANDARD IMPLEMENTATION FEE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 23.438%	3	650.00	1,950.00
<a href="#">PS-IMP-EXST-COSN</a>	FLOCK EXISTING INFRASTRUCTURE MOUNTING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 195.99 Discount: 23.465%	34	150.00	5,100.00
<a href="#">FLCK-FALCON-2-LE</a>	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 02-NOV-2023 - 02-NOV-2024 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	37	3,000.00	111,000.00



Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">FLCK-FALCON-2-LE</a>	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT <sup>TM</sup> TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 02-NOV-2024 - 02-NOV-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	37	3,000.00	111,000.00
<a href="#">FLCK-FALCON-2-LE</a>	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT <sup>TM</sup> TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 02-NOV-2025 - 02-NOV-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	37	3,000.00	111,000.00
				Product Subtotal 333,000.00
				Services Subtotal 7,050.00
				TAX 0.00
				<b>Total 340,050.00</b>

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christopher Letsinger  
 +14804096848  
[CHRISTOPHER.LETSINGER@INSIGHT.COM](mailto:CHRISTOPHER.LETSINGER@INSIGHT.COM)  
 Fax 4807608104

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings

---

("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the City of San Fernando, a municipal corporation located in the State of California, as identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 05 day of June 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign this Agreement and an Order Form (“**Order Form**”), which describes the Flock Services to be performed, the related fees and billing schedules, and the period for performance, as attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”); and

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search for and archive Footage and receive Notifications, via the Flock Services; and

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness,

prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”); and

WHEREAS, the execution of this Agreement between Flock and Customer was approved by the City Council of the City of San Fernando at its Regular Meeting of \_\_\_\_\_, 2023, under Agenda Item No. \_\_\_\_\_.

## AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.



1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “**Support Services**”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, or to maintain or enhance the competitive strength of, or market for, Flock’s products or services, such as to a platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time

to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) for scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) there is any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate the presence of hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event the presence of any such hazardous materials is discovered in



the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited,

non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not

limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to the Receiving Party without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing Flock IP for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right

appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. Flock shall use good faith in making such disclosures and in reasonably notifying Customer of its intent to access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form, attached hereto as Exhibit A, based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.



**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## **7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies as stated in the requirements set forth in the document attached hereto as Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, as that term is defined under this



Agreement, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable, or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation, or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen

courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right, with reasonable notice to Customer, to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**11.11 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**11.12 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**11.13 Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

**11.14 Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

**11.15 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the date of mutual execution set forth below.

**FLOCK GROUP, INC.**

**Customer: City of San Fernando CA**

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

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

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

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

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

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

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

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

PO Number: \_\_\_\_\_

**EXHIBIT B**

**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

*This Page  
Intentionally  
Left Blank*





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

**From:** Nick Kimball, City Manager  
By: Erika Ramirez, Director of Community Development

**Date:** November 28, 2023

**Subject:** Consideration to Accept California Automated Permit Processing Program Funds and Adopt a Resolution Appropriating the Funds; and to Approve a Third Amendment to the Professional Services Agreement with Edgesoft, Inc., to Integrate Automatic Solar Permits with the City's Activity Information Management Systems

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept California Automated Permit Processing Program (CalApp) Funds in the amount of \$40,000 (Attachment "A" – Contract No. 2172);
- b. Adopt Resolution No. 8264 (Attachment "B") to increase the Operating Grants (Fund 110) revenues and expenditures by \$40,000 for Fiscal Year (FY) 2023-2024;
- c. Approve a third amendment to Professional Services Agreement (Attachment "C" – Contract No. 2012(c)) with Edgesoft, Inc., in an amount not-to-exceed \$19,000, to integrate Symbium Automatic Solar Permit Platform with the City's Activity Information Management Systems (AIMS); and
- d. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. In 2022, California lawmakers passed the Solar Access Act (Senate Bill 379, Wiener). This new law requires cities with 5,000 or more residents and counties with 150,000 or more residents to adopt an automated online permitting platform for standard residential solar and storage systems. Compliance deadlines depend on the population of the city or county. Cities and counties with fewer than 50,000 have a compliance deadline of September 2024. Cities and counties with more than 50,000 have a compliance deadline of September 30, 2023. A city or county shall annually report to the California Energy Commission within one year of

**Consideration to Accept California Automated Permit Processing Program Funds and Adopt a Resolution Appropriating the Funds; and to Approve a Third Amendment to the Professional Services Agreement with EdgeSoft, Inc., to Integrate Automatic Solar Permits with the City's Activity Information Management System**

Page 2 of 5

---

implementing the online-automated solar permitting system no later than June 30 every year thereafter. The annual reporting shall occur until June 20, 2034. Reporting guidelines are in effect and available for cities and counties utilization in reporting.

2. The California Budget Act of 2021 (Senate Bill 129, Skinner) allocated \$20 million to support a grant program for California cities and counties to establish an online solar permitting. The program established was the California Automatic Permit Processing (CalAPP) Program, administered by the California Energy Commission.
3. On June 1, 2022, the California Energy Commission released the CalApp application for cities and counties to apply for noncompetitive funding to reimburse costs associated with establishing an automated online permitting platform for standard residential solar systems. Allocations were predetermined dependent on the size of the cities or counties population. Cities or counties with less than 50,000 residents were eligible for a maximum grant amount of \$40,000.
4. On February 17, 2023, the Community Development Department submitted the CalAPP application and selected the following funding options: (a) the adoption of an online automatic solar permitting platform; (b) on-going third-party or consultant time associated directly with adoption and maintenance of the platform; (c) essential hardware or equipment necessary to support adoption of the platform; and (d) maintenance, such as adding support for energy storage paired with solar energy system permitting, and subscription cost for permit tracking software in support of adopted permitting platform.
5. In June 2023, the City was notified of the \$40,000 grant award and received Grant Agreement APP-22-101 for signature. The grant agreement was fully executed by both parties on June 27, 2023, with an expiration date of May 31, 2027.
6. On October 4, 2023, Symbium was selected as the automatic solar processing platform. Symbium allowed the City to participate in a pilot program, which resulted in a no cost to the City for the use of the platform for an initial term of two years and renewed for reoccurring one-year terms (Attachment "D" - Contract No. 2209 – Symbium Master Licensing Agreement).
7. On November 10, 2023, a proposal from EdgeSoft, Inc. was received to integrate Symbium with the City's Activity Information Management System AIMS attached as Exhibit "B" to Attachment "C" - Scope of Work.

**ANALYSIS:**

An automated permitting system serves to streamline and expedite the permit application, review, and issuance process by leveraging technology. It offers efficiency by reducing



**Consideration to Accept California Automated Permit Processing Program Funds and Adopt a Resolution Appropriating the Funds; and to Approve a Third Amendment to the Professional Services Agreement with EdgeSoft, Inc., to Integrate Automatic Solar Permits with the City's Activity Information Management System**

Page 3 of 5

---

paperwork, minimizing errors, and accelerating processing times. Through online accessibility, applicants can easily submit applications, track progress, and receive updates remotely, promoting convenience and transparency. These systems ensure regulatory compliance, centralize data for reporting and analysis, and aid in risk management while potentially reducing costs associated with manual labor and resources.

SB 379 was approved by Governor Gavin Newsom on September 16, 2022, and requires a city or county to implement an online, automated permitting platform. It must verify code compliance and issue permits in real time or allow the jurisdiction to issue permits in real time for a residential solar energy system. The goal of SB 379 is to streamline permitting for solar energy systems to ease the development of solar energy and storage projects in the state; thereby contributing to larger efforts that help California meet its clean energy goals. Cities and counties are to accomplish this by establishing an online automatic permitting system that issues the specified permits instantly 24 hours a day, 7 days a week. This will be different from the existing online permit experience that is currently available to applicants.

Currently, an applicant begins the online permitting process by requesting a permit through their account in the Online Permit Counter. This results in the applicant receiving an automated email indicating a permit has been successfully requested and the Community Development Department will respond within three business days. The system simultaneously generates an email to the Community Development Technician that a permit has been received. The Technician will then log into the system, calculate the fees, and change the status of the permit to Permit Ready. This generates an email to the applicant advising fees are ready to be paid. The applicant can then log into their account and pay the fees electronically. Once the fees are paid, the system changes the permit status to Permit Issued. An applicant can print out the permit for their records.

The proposed automatic permitting system allows for a more efficient and expeditious issuance of permits for applicants and for City staff. Automatic permitting also allows for built-in checks and validations to ensure that permit applications comply with relevant laws and regulations. More importantly, by reducing the need for manual processing, automatic permits can allow staff the ability to maximize time management. For these reasons, the City will be working with Symbium to program solar and other permits that do not require construction plans to be issued instantly as "express permits". The additional permits would be those activities that do not require construction plans to be submitted prior to permit issuance. Examples of such are dishwasher replacements, water heater installations, reroof and the like.

Selection of Symbium.

The two online-automated solar permitting platforms that are available are SolarAPP+ and Symbium. At the time of the original notice of funds availability (NOFA) SolarAPP+ was the only

**Consideration to Accept California Automated Permit Processing Program Funds and Adopt a Resolution Appropriating the Funds; and to Approve a Third Amendment to the Professional Services Agreement with EdgeSoft, Inc., to Integrate Automatic Solar Permits with the City's Activity Information Management System**

Page 4 of 5

---

such platform and therefore the City of San Fernando initially identified SolarAPP+ as the proposed platform. However, revised documents since have been submitted to and approved by the California Energy Commission to work with Symbium after staff participated in a demonstration and was presented with a Master Agreement that allowed the City to be included in a pilot program at no cost for the use of the platform, although there would be a pay-per-use transaction fee paid by the customer.

Symbium is a woman and minority-owned, California based company that launched its Citizen's Dashboard web portal in 2019 to streamline project feasibility and permitting for certain home improvement projects. The Symbium platform allows permits to be issued *instantly* because the regulatory checks are built right into the web interface. Key to this disruption is Symbium's proprietary computational law (or Complaw®) tech, which enables analyses through software in a swift and lean manner, initially developed by the founding team at Stanford's AI Lab.

Symbium recognizes that the City does not want to complicate the permitting process by having more than one system that keeps land records. Therefore, they have agreed to work with EdgeSoft, Inc., the current software company that operates the City's Online Permit Portal and Enterprise Land Management System (ELMS) known as AIMS, to integrate solar permitting with the AIMS system. Permitting information is automatically reflected in AIMS. This automatic transfer of permitting information can occur with any permits issued by the Symbium platform. In addition, working with Symbium does not prevent a customer from coming into City Hall and requesting a permit in person or going in to the online portal and applying for a solar permit in addition to other permits at the same time. Symbium will be an added instant convenience for customers.

EdgeSoft, Inc. is a minority-owned, Southern California based software solutions company that has provided the City with its ELMS software since 2007, which serves as the backbone of the City's AIMS enterprise software supporting the Community Development and Public Works departments. AIMS includes four modules: 1) building, 2) code enforcement, 3) planning, and 4) public works. The software provides the City with a centralized database for tracking and managing permitting, planning, and work order and service request activities.

In 2018, EdgeSoft, Inc. commenced work on a comprehensive ELMS software upgrade to develop and implement the Online Permit Counter. Customer engagement on the Online Permit Counter has grown steadily and now represents a majority of customer permitting by the Community Development Department.

Symbium and Edgesoft will work together in providing customers online permitting portals to meet their needs accessible from the City's website. Symbium will begin work with the City in January to launch the instant solar permits and meet the state mandated deadline of September

**Consideration to Accept California Automated Permit Processing Program Funds and Adopt a Resolution Appropriating the Funds; and to Approve a Third Amendment to the Professional Services Agreement with EdgeSoft, Inc., to Integrate Automatic Solar Permits with the City's Activity Information Management System**

Page 5 of 5

---

2024, then will work with the City to offer the additional express permits through their portal. All permits will be reflected in the AIMS system to ensure completed permitting data is maintained for every property in the City. The total proposed cost from Edgesoft for integration is \$19,000; however the amount is still being negotiated. The remainder \$21,000 or more of the grant will be used to establish kiosks stations in City Hall for interested parties to apply and print out solar permits as well as access other City online services. Staff will work with the IT Systems Administrator to determine feasible locations.

**BUDGET IMPACT:**

Adoption of Resolution No. 8264 increases the Operating Grants (Fund 110) revenues and expenditures by \$40,000 for FY 2023-2024 and provides funding to adopt and implement an automated online permitting platform for standard residential solar and storage systems and establish permitting kiosks in City Hall.

The professional service agreement with EdgeSoft will be increased by no more than \$19,000 to complete the scope funded by the CalAPP grant, the maintenance cost of the system that is included in the proposed FY 2023-2024 budget will not be affected or altered by this additional scope of work.

**CONCLUSION:**

Staff recommends that the City Council accept the California Automated Permit Processing Program (CalApp) funds, adopt Resolution No. 8264 increasing the Operating Grants (Fund 110) revenues and expenditures by \$40,000 for FY 2023-2024, approve a third amendment to Professional Services Agreement with EdgeSoft, Inc. to integrate Symbium Automatic Solar Permit Platform with the City's AIMS software; and authorize the City Manager to make non-substantive changes and execute all related documents.

**ATTACHMENTS:**

- A. Contract No. 2172 - CalApp Grant Agreement APP-22-101
- B. Resolution No. 8264
- C. Contract No. 2012(c), including:
  - Exhibit A: Contract No. 2012 – Original Agreement; Contract No. 2012(a) – First Amendment); Contract No. 2012(b) – Second Amendment
  - Exhibit B: Scope of Work and Pricing
- D. Contract No. 2209 – Symbium Master License Agreement



# GRANT AGREEMENT

CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION

<b>RECIPIENT</b>  <b>City of San Fernando</b>	<b>AGREEMENT NUMBER</b>  <b>APP-22-101</b>
<b>ADDRESS</b>  <b>117 N. Macneil St. San Fernando, CA 91340</b>	<b>AGREEMENT TERM</b>  <b>02/22/2023 to 05/31/2027</b>  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

## PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

**Exhibit A** – Application with Scope of Work  
**Exhibit B** – APP General Terms and Conditions  
**Exhibit C** – Contact List

Page(s): 4  
 Page(s): 5  
 Page(s): 1

<b>REIMBURSABLE AMOUNT</b>  <b>\$ 40,000</b>
<b>MINIMUM MATCH SHARE REQUIRED</b>  <b>\$ 0</b>
<b>TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH</b>  <b>\$ 40,000</b>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
<b>AUTHORIZED SIGNATURE</b>  <i>Adrienne Winuk</i>	<b>DATE</b>  6/27/2023	<b>AUTHORIZED SIGNATURE</b> DocuSigned by: <i>Nick Kimball</i>	<b>DATE</b>  6/23/2023
<b>NAME</b> Adrienne Winuk		<b>NAME</b> Nick Kimball	
<b>TITLE</b> Contracts, Grants, and Loans Office Manager		<b>TITLE</b> City Manager	
<b>CALIFORNIA ENERGY COMMISSION ADDRESS</b> 715 P Street, MS 18, Sacramento, CA 95814			



**ATTACHMENT 01**  
**Grant Application Form – EXHIBIT A**

**California Automated Permit Processing (CalAPP) Program**

**1. APPLICANT INFORMATION (REQUIRED)**

Jurisdiction Name (please use full legal name as it would appear on the executed grant): City of San Fernando	
Jurisdiction Type (select one): <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> City and County	
Current Estimated Population <a href="https://dof.ca.gov/forecasting/Demographics/">State of California Department of Finance Demographics</a> (https://dof.ca.gov/forecasting/Demographics/): <input checked="" type="checkbox"/> Less than 50,000 <input type="checkbox"/> From 100,000 to 200,000 <input type="checkbox"/> From 50,000 to 99,999 <input type="checkbox"/> Greater than 200,000	

Project Manager (serves as point of contact for all communications)	Name	Kanika Kith
	Street Address	117 N. Macneil St
	City and Zip Code	San Fernando 91340
	Phone Number	(818) 898-7316
	E-Mail Address	kkith@sfcity.org

**2. FUNDING (REQUIRED)**

<b>Assigned Maximum Grant Amount</b> (select <u>one</u> )
<input checked="" type="checkbox"/> <b>Group 1 (\$40,000):</b> Population less than 50,000 <input type="checkbox"/> <b>Group 2 (\$60,000):</b> Population from 50,000 to 99,999 <input type="checkbox"/> <b>Group 3 (\$80,000):</b> Population from 100,000 to 200,000 <input type="checkbox"/> <b>Group 4 (\$100,000):</b> Population greater than 200,000

**3. PROJECT INFORMATION (REQUIRED)****A. Online, automated solar permitting platform to be adopted:**☒ SolarAPP+☐ Other. If selected, complete Section 4 ("Additional Information")**B. Please select allowable budget item(s) anticipated to be used (Select at least one):**☐ Ongoing in-house staff labor costs associated directly with adoption and maintenance of the platform☒ Ongoing third-party or consultant time associated directly with adoption and maintenance of the platform☒ Ongoing staff training and education, specific to the platform☐ Ongoing training events for local installers, specific to the platform☒ Essential hardware or equipment necessary to support adoption of the platform☒ Maintenance, such as adding support for energy storage paired with solar energy system permitting, and subscription cost for permit tracking software in support of adopted permitting platform**C. Estimated Project Timeline\***

\*Enter actual dates if activities already began

Activity	Date (Month/Year)	Revised Schedule:
Begin Development/Pilot	4/2023	8/2023
Full Adoption	8/2023	12/2023
Staff Training	6/2023	11/2023
Training for Local Installers	n/a	n/a

#### 4. ADDITIONAL INFORMATION (if applicable)

**NOTE:** Only complete this section if you implement a platform other than SolarAPP+

Please identify whether the following features are supported by the implemented platform. All features are required for the platform to qualify for funding. CEC staff will verify prior to payment approval.

Performs an automated plan review for residential solar energy systems that completes automatic code compliance checks based on user inputs (such as a contractor), thereby enabling or otherwise issuing permits instantly when the project is confirmed as code compliant, without the need for human review	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supports online, immediate fee payment once an application is complete, which may include auto-invoicing of permit fee costs	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supports immediate generation of a permit job card following payment confirmation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Blocks noncompliant applications from receiving a permit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>EITHER:</b> 1) Stand-alone permitting tool; <b>OR</b> 2) Integrates with current software and inspection platform already in use	<input type="checkbox"/> Yes	<input type="checkbox"/> No

#### 5. REPORTING (REQUIRED)

<p>Following adoption and verification of a qualifying platform, the Energy Commission may request, and the Recipient will provide if requested, annual data on the number of permits issued for solar energy systems and a solar energy system paired with an energy storage system including relevant characteristics of those systems, such as system capacity.</p> <p>Please indicate your acceptance of these terms.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	---	-----------------------------

**6. CERTIFICATION (REQUIRED)**

- I am authorized to complete and sign this form on behalf of the applicant.
- I authorize the California Energy Commission to make any inquiries necessary to verify the information presented in this application.
- I have read and understand the terms and conditions contained in this solicitation. I accept the terms and conditions contained in this solicitation on behalf of the applicant, and the applicant is willing to enter into an agreement with the Energy Commission to conduct the proposed project according to the terms and conditions without negotiation.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Authorized Representative:	Kanika Kith
Title:	Director of Community Development
Phone Number:	(818) 898-7316
E-mail Address:	kkith@sfcity.org
Date:	2/17/23
Signature of Authorized Representative:	

**NOTE:** Do not overlap signature with surrounding border lines.



## **Exhibit B**

### **California Automated Permit Processing (CalAPP) Program Terms and Conditions**

#### **1. Background and Authority for this Grant**

California Senate Bill 129 (2021) included an appropriation to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

#### **2. Documents Incorporated by Reference and Priority**

Incorporated by reference into this agreement are the following documents:

- A. Grant Funding Opportunity (GFO) 21-402.
- B. Recipient's application to CalAPP.

As between the incorporated documents and the remainder of this Agreement, the rest of this Agreement takes priority in case of a conflict.

#### **3. Budget, Invoices, and Payments**

- a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
- b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2027, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2027, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2027, for all amounts due under this Agreement.

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement after successful adoption of a qualifying solar permitting platform as verified by the CEC, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.

- c) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.
- d) Unallowable costs include:
  - Software not related to the adoption of a qualifying online, automated permitting platform.
  - Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.

- Typically excluded items such as food and beverages.
- Advertising costs.
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

#### **4. Certification**

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its CalAPP project in compliance with this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

#### **5. Nondiscrimination Statement of Compliance**

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

#### **6. Drug-Free Workplace Certification**

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).

- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

#### **7. Americans With Disabilities Act**

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

#### **8. Accounting and Audit**

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

#### **9. Public Works**

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing

wages, applying to its entire project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

#### **10. Intellectual Property**

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

#### **11. Amendment**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

#### **12. Governing Law**

This Agreement is governed by the laws of the State of California as to interpretation and performance.

#### **13. Independent Capacity**

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

#### **14. Severability**

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

#### **15. Waiver**

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

#### **16. Access to Sites and Records**

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.



**17. Termination Without Cause**

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

**18. Third-Party Beneficiary**

The Recipient shall in every subcontract under this Agreement include a provision indicating the CEC is a third-party beneficiary to the agreement.

**19. Survival of Terms**

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- 18. Third-Party Beneficiary

## Exhibit C CONTACT LIST

California Energy Commission	Recipient
<p>Commission Agreement Manager:</p> <p>Lucio Hernandez California Energy Commission 716 P Street, MS-45 Sacramento, CA 95814 Phone: (916) 477-1799 e-mail: <a href="mailto:Lucio.Hernandez@energy.ca.gov">Lucio.Hernandez@energy.ca.gov</a></p>	<p>Project Manager:</p> <p>Kanika Kith Director of Community Development 117 Macneil St. San Fernando, CA 91340 Phone: (818) 898-7316 e-mail: <a href="mailto:kkith@sfcity.org">kkith@sfcity.org</a></p>
<p>Confidential Deliverables/Products</p> <p>California Energy Commission Contracts, Grants, and Loans Officer 715 P Street MS-18 Sacramento, CA 95814</p>	<p>Administrator:</p> <p>Nick Kimball City Manager 117 Macneil St. San Fernando, CA 91340 Phone: (818) 898-1203 e-mail: <a href="mailto:nkimball@sfcity.org">nkimball@sfcity.org</a></p>
<p>Invoices, Progress Reports and Non-Confidential Deliverables to:</p> <p>California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814</p> <p>Email PDF of Payment Request invoice packet to: <a href="mailto:invoices@energy.ca.gov">invoices@energy.ca.gov</a></p>	<p>Accounting Officer:</p> <p>Erika Melton Director of Finance 117 Macneil St. San Fernando, CA 91340 Phone: (818) 898-7307 e-mail: <a href="mailto:emelton@sfcity.org">emelton@sfcity.org</a></p>
<p>Legal Notices:</p> <p>Tatyana Yakshina Grants Manager 715 P Street MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: <a href="mailto:tatyana.yakshina@energy.ca.gov">tatyana.yakshina@energy.ca.gov</a></p>	<p>Recipient Legal Notices:</p> <p>Norma Tabares City Attorney 1100 S. Flower St. St. 2200 Los Angeles, CA. 90015 Phone: (213) 744-0099 e-mail: <a href="mailto:ntabares@omlowlaw.com">ntabares@omlowlaw.com</a></p>

**RESOLUTION NO. 8264****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 CALIFORNIA AUTOMATIC PERMIT PROCESSING (CALAPP) PROGRAM TO IMPLEMENT THE SOLAR ACCESS ACT (SB 379)**

**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 California Automatic Permit Processing (CalApp) Program Fund in the amount of \$40,000 to implement the Solar Access Act (SB 379) 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:

Increase in Revenues	<u>\$40,000</u>
110-3670-0536	
Increase in Expenditures	<u>\$40,000</u>
110-150-0536-4270	19,000
110-150-0536-4300	21,000

**PASSED, APPROVED, AND ADOPTED** this 6<sup>th</sup> day of November 2023.

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

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8264, 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk



**2023**  
**THIRD AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT**  
**(Ongoing Maintenance and Support Services for Software Products)**  
**(Edgesoft and City of San Fernando)**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("LICENSEE" also referred to as "CITY") and EDGESOFT, INC. ("LICENSOR") is made and entered into as of this 28<sup>th</sup> day of November, 2023. For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both LICENSEE and LICENSOR. The capitalized term "Party" may refer to either LICENSEE or LICENSOR interchangeably as appropriate.

RECITALS

**WHEREAS**, on July 24, 2017, the Parties entered into that certain agreement entitled "Software Maintenance Agreement", Contract No. 2012 (the "Original Agreement"); and

**WHEREAS**, on September 27, 2018, the Parties entered into a First Amendment to the Original Agreement, Contract No. 2012(a) to upgrade the software for a one-time fee and increase the annual maintenance fee; and

**WHEREAS**, on June 5, 2023, the Parties entered into a Second Amendment to the Original Agreement, Contract No. 2012(b) to modify the renewal term and increase the annual maintenance fee. The Original Agreement, as amended, is attached hereto as Exhibit "A" (hereinafter, the "Agreement"); and

**WHEREAS**, to comply with the State of California Senate Bill 379, the CITY entered into a Master Licensing Agreement with Symbium Corp. ("Symbium") dated October 5, 2023, whereby Symbium provides proprietary, online, permitting software for residential solar energy systems; and

**WHEREAS**, the Parties wish to integrate the third-party solar and electrical permitting software with LICENSOR's software to streamline the public's interface with the CITY's online permitting platform; and

**WHEREAS**, the Parties now wish to further amend the Agreement to add the services to be provided by LICENSOR for integration with the third-party solar permitting software; and

**WHEREAS**, LICENSEE has agreed to compensate LICENSOR a maximum sum of \$19,000 for implementation of integration services; and

**WHEREAS**, the execution of this Amendment was approved by the San Fernando City Council at its Regular Meeting of November 28, 2023.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**SECTION 1.** Scope of Work. LICENSOR shall perform the services and tasks set forth in the Scope of Work attached hereto as Exhibit "B" and incorporated herein by this reference ("Services"). The Services shall be completed by LICENSOR no later than September 30, 2024.

**SECTION 2.** Compensation for Services. LICENSOR's total compensation for Services performed shall not exceed the sum of **NINETEEN THOUSAND DOLLARS AND NO CENTS (\$19,000.00)**. Compensation for Services will be invoiced and payable in four installments as set forth in Exhibit "B." LICENSEE shall pay LICENSOR within forty-five (45) days after receipt and approval of each invoice detailing the Services rendered.

**SECTION 3.** Except as otherwise set forth in this Amendment, the Agreement shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Agreement and except as otherwise provided under this Amendment, the Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Agreement and no further.

**SECTION 4.** The Agreement as amended by way of this Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between LICENSEE and LICENSOR prior to the execution of this Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Agreement as amended by this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

[SIGNATURES ON FOLLOWING PAGE]

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**

**EDGESOFT, INC.:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

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

Name: Shan Sundar

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

Title: President/CEO

**APPROVED AS TO FORM**

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

By: \_\_\_\_\_  
Richard Padilla, City Attorney

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



**EDGESOFT**  
**SOFTWARE MAINTENANCE AGREEMENT**

**PARTIES:**

**LICENSOR:**

Edgesoft, Inc.,  
6133 Bristol Parkway  
Suite 220  
Culver City, CA 90230  
Email: [ssundar@edgesoftinc.com](mailto:ssundar@edgesoftinc.com)

**LICENSEE:**

City of San Fernando  
117 MacNeil St.  
San Fernando, CA 91340  
Email: [mdesantiago@sfcity.org](mailto:mdesantiago@sfcity.org)

**AGREEMENT:**

Licensor has licensed its proprietary software products and programs to Licensee, and Licensee wishes to have Licensor maintain and support the use of the Software. Licensor and Licensee therefore agree as follows:

1. **Defined Terms.** Certain terms used in this Agreement have defined meanings, which are provided in Section 15, and in other sections herein. Definitions of specifically defined terms (appearing in quotation marks and capitalized where defined herein) shall apply whether or not the term is capitalized.
2. **Term; Automatic Renewal; Termination; Opportunity to Cure.** The "Initial Term" of this Agreement shall be a period of five (5) years, consisting of five (5) twelve (12) month periods commencing upon the Effective Date. This Agreement shall automatically renew every year for a subsequent five year term (each a "Renewal Term"). Either party may give the other not less than thirty (30) days written notice of termination prior to the termination of the Initial Term or then-current Renewal Term. The Licensee is responsible for the five (5) year contracted amount. A party shall be considered in default under this Agreement only if the party has not cured such failure or breach within forty five (45) days of receiving written notice from



the other party identifying with reasonable specificity a material failure to comply with any term or condition contained herein, including without limitation:

- a. Licensee's failure to pay any fees or charges due under this Agreement or any related License Agreement or service agreement.
- b. Licensee's creation or modification of data in a Edgesoft database, except through the licensed Edgesoft applications. (Exceptions shall only be with the express, written consent of Licensor).
- c. Licensor's breach of the limited warranty provided in Section 11.

In the event that Licensee is in default under this Agreement, Licensor in its sole discretion may elect to terminate this Agreement or to place Licensee's Maintenance Agreement on hold until such default is cured. In the event that this Agreement is placed on hold pursuant to the preceding sentence, Licensee will be charged a Reconnection Fee pursuant to Section 8.

3. **Scope of Maintenance.** During the term of this Agreement, Licensor agrees to provide "Basic Maintenance Services" in support of the Software. Basic Maintenance Services shall consist of:

- a. **Unlimited Support Services.** Licensor will supply a help desk line to answer questions and help resolve issues not related to error corrections as defined below.
- b. **Error Correction.** Licensor will use all reasonable diligence to correct verifiable and reproducible Errors within a reasonable time period after reported to Licensor. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
- c. **Telephone/VPN Support.** The chosen hardware hosting provider will provide the Level 1 support to the Licensee. Application issues will be escalated to the Level 2 Edgesoft support team. Licensor shall maintain a telephone (9:00am - 6:00pm PST Monday through Thursdays and 9:00am - 5:00pm Fridays), excluding major national holidays. Licensee agrees to provide and maintain a means (such as VPN access) for Licensor to remotely access and maintain the Applications. Licensor reserves the right to bill hourly for maintenance in cases where other means of support outside those listed in this section have to be deployed by Licensor. Licensor agrees to notify Licensee in writing of any instance where it is apparent that excess maintenance support is being caused by

repeated operator error, or where a single operator error results in extensive Licensor time to resolve. In the event Licensee does not take steps deemed sufficient by Licensor to correct the problem, Licensor reserves the right to bill hourly for maintenance in cases of repeated operator error, or where a single operator error results in extensive Licensor time to resolve the problem.

- d. **Changes in State and Federal Regulations.** Licensor will provide updates needed to conform to the state of California and federal regulations, including changes to tax tables and routine forms, as changes become effective. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.
  - e. **Service Packs.** Licensor may, from time to time, issue routine minor Releases of the Software, known as Service Packs, which contain Error Corrections and minor Enhancements to Licensees who have maintenance agreements in effect. Installation of Service Packs is provided at no charge to Licensee if completed over the Internet. Installation of routine releases and updates by Licensor at Licensee's chosen site will be billed to Licensee at the then current hourly rate except in cases where Licensor is solely responsible for the inability to provide modem support.
  - f. **Discounts on Major Enhancement Releases.** Licensor may, from time to time, offer Major Enhancements to Licensee, generally for an additional charge. To the extent Licensor offers such Major Enhancements, it shall permit Licensee to obtain one copy of each Major Enhancement for each copy of the Software or Application being maintained under this Agreement at the discount then specified by Licensor.
4. **Exceptions.** The following matters are not covered by, and are outside the scope of, Basic Maintenance Services:
- a. Onsite support services provided by employees or agents of Licensor;
  - b. Training, file and data conversion costs, and consulting services (whether onsite or offsite);
  - c. Maintenance or support services resulting from any problem resulting from Licensee's deliberate misuse, alteration (including local reports written by the Licensee), or damage of the Software;
  - d. Support of operating systems; support of non-Licensor software (including but not limited to spreadsheets, word processors, general

office software, and report builders (including the Progress Report Builder));

- e. Onsite installation and management services for Upgrades or Major Enhancements;
  - f. Any training, consulting, implementation management services, and data conversion services, required on an individual Licensee basis for Upgrades or Major Enhancements (whether onsite or offsite);
  - g. Any set up, support for and maintenance of additional *production* databases (whether onsite or offsite);
  - h. Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;
  - i. New (additional) Product license and service fees.
5. **Cooperation of Licensee.** Licensee agrees to notify Licensor promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by Licensor, to submit to Licensor a listing of output and any other data that Licensor may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Licensor shall treat any such data as confidential.
6. **Fees and Expenses.** The Initial Term "Maintenance Fees," as set forth on Attachment A, will be invoiced and payable as set forth on Attachment A, for Basic Maintenance Services. Maintenance Fees for each Renewal Term will be invoiced approximately ninety (90) days in advance of the commencement of each Renewal Term, but in any event payable upon commencement of the Renewal Term. Maintenance Fees will apply to support of the Software and to any modifications made thereto if those modifications require support and/or additional programming services during Upgrades. Initial Term Maintenance Fees, as defined in Attachment, the rate is eighteen percent (18%) for standard Applications and licensed products (meaning, those without Licensee-specific modifications, customizations or Enhancements), twenty-five percent (25%) for all non-standard Applications and licensed products (meaning, those including Licensee-specific modifications customizations or Enhancements), and twenty-five percent (25%) for all database manager Applications or licensed products. Maintenance Fees may not be increased by more than CPI % annually.
- a. **Fees for Excluded Items.** Licensee agrees to pay fees for those Items or services excluded from Basic Maintenance Services pursuant to Section 4, when and as the services are rendered and the expenses invoiced, provided, however, that no such additional fees or costs will be invoiced to Licensee without Licensee's prior written approval of the fees, costs,

and related work. Licensor shall provide supporting documentation for all expenses upon Licensee's request. Licensor reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances as applicable by California state law. Licensee is also responsible for sales or use taxes and state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. All fees paid hereunder are nonrefundable and will be forfeited in the event of termination or cancellation except as otherwise specifically provided herein.

7. **Work Orders.** Licensee may from time to time request from Licensor services, such as Software modifications or additional training. Licensor shall make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether such services are provided. Licensee shall receive from Licensor in advance an estimate of the cost of requested services. Licensor shall receive for all approved Licensee requests a signed work order from the Licensee and a Purchase Order, with payment plans, equal to the estimated cost of the service.
  8. **Billing.** All invoices from Licensor to the Licensee for any product or service are due upon receipt. Invoices are past due forty-five (45) days after the date of invoice. Licensor may, at its option, charge all invoices forty-five (45) days and older an interest at a rate of one and one-half percent ( $1\frac{1}{2}\%$ ) per year from the date such fee or charge first became past due. Invoices are delinquent sixty (60) days after the date of invoice. A delinquent invoice may cause Licensor, at its option, to put the Licensee's account on hold, or, subject to the terms of Section 2, terminate this Agreement. Accounts on hold may receive no product, service, or support from Licensor (including without limitation Basic Maintenance Services) until all past due and delinquent invoices are paid in full. Once an account is placed on hold for non-payment, Licensor shall not be required to provide Basic Maintenance Services, or other products or services, hereunder until a "Reconnection Fee" equal to twenty-five percent (25%) of the current Term's annual Maintenance Fee is paid by Licensee.
  9. **Use and Restrictions.** Error Corrections, Enhancements, Upgrades and New Product Releases (and any other programming provided by Licensor, regardless of its form or purpose) shall be considered part of the Software for purposes of determining the parties' rights and obligations related thereto pursuant to the License Agreement and this Agreement. Licensor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the License Agreement.
- Licensor's liability for breach of warranty exists only during the warranty period set forth in Section 11.



11. **Limited Warranty and Exclusions.** LICENSOR WARRANTS THAT IT WILL RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER, AND THAT DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF TWELVE (12) MONTHS THEREAFTER LICENSOR, AT LICENSOR'S SOLE COST, SHALL CORRECT ANY FAILURE TO RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. ANY CLAIM BASED ON THE FOREGOING WARRANTY MUST BE SUBMITTED IN WRITING TO LICENSOR SPECIFYING THE FAILURE IN REASONABLE DETAIL, AND SHALL BE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF SECTION 2. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, COMPATIBILITY, DESIRED RESULTS, CAPACITY, OR THAT SERVICES RENDERED HEREUNDER WILL BE ERROR-FREE.
12. **Venue; Governing Law.** Governing law and exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be as determined pursuant to the License Agreement.
13. **Entire Agreement; Construction; Licensor and Licensee Representations.** This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third-party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and Licensee acknowledges that it is solely the Licensee's responsibility to: develop and institute the use of manual and other appropriate controls to validate the accuracy of the data generated by the system and ensure that Licensee's books balance; review proof lists and reports to validate the accuracy of reports and statements; verify that all users of the Software are properly and sufficiently trained and experienced; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.
14. **Modification; No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral

communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.

## **15. Definitions.**

- a. **Terms Defined in License Agreement.** The following terms have that meaning assigned to them pursuant to the Software License Agreement executed by the parties in conjunction with this Agreement (the "License Agreement"): "Application;" "Cure;" "Error;" "Material;" "Specifications;" "Software;" and "User Materials."
- b. **"Enhancement"** means a modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Licensor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Licensor's assessment of their value and of the function added to the Software or Application. "Major Enhancement" may be a substantial rewrite of an Application, similar to a New Product Release, or may be additional functionality benefiting only certain licensees rather than all licensees as a whole, and requiring those Enhancements to be packaged as a separate module.
- c. **"Temporary Fix"** means an initial correction or "fix" to a problem in the Software prior to the release of an Error Correction.
- d. **"Error Correction"** means either a modification or addition that, when made or added to the Software, brings the Software into Material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.
- e. **"New Product Release"** means either the total rewrite of an Application or new version(s) of the Software (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Licensor's determination, based on Licensor's assessment of the New Product's value and of the function added to the Software or an Application.

f. **"Upgrade"** has substantially the same meaning as **"Enhancement."**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

By:

Name: Shan Sundar

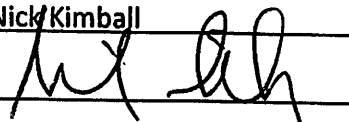
Signature: 

Title: President/CEO

LICENSEE

By:

Name: Nick Kimball

Signature: 

Title: Interim City Manager

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

Date: 7/24/, 2017

Date: \_\_\_\_\_, 2017



**ATTACHMENT A: SCHEDULE OF FEES**

Attachment A contains the price quote issued to Licensee showing the applications and corresponding first year maintenance/support service fees, as well as a schedule of payment terms for these maintenance/support services. Please note that these fees are for one full year. By signing the Attachment A, Licensee is agreeing to this Schedule of Fees.

**Annual Maintenance Costs for City of San Fernando, California**

Application/Products	Year Maintenance
eLMS Core Framework, Building Permit and Inspection, Planning and Planner Update, Code Enforcement, Business License, RFS and PW permitting	\$17,500
Total	\$17,500

The Maintenance agreement payment will be due and payable on July 1, 2017. Additional maintenance will be charged on all custom modifications performed and supported by Licensor.

This agreement is an introductory hosting price for the City of San Fernando and will be revisited after the contract term.

**ATTACHMENT "B"**  
**AIMS UPGRADE V 4.10**



# AIMS upgrade v 4.10

Moving to Amazon Cloud

**Scope of work**

- **Smart City Search : Big data SMART Search**
  - Smart City Search provides Data as a Service, enabling collection of data from internal systems and external sources. It creates actionable data for analysis, reports and dashboards at lightning speed.
  - Smart search helps you to filter search based on departments , permit types , status , dates (Issued Date , Start Date , Applied Date , Expiration Date , Final Date ) , valuations , use single family, commercial, multifamily etc.,
  - You can view charts with statistics for search results and export of results in csv format.
  - Business can use this smart search with filters as a quick reporting tool to extract daily pending or issued reports.
  - Ability to bookmark search results with manager and sharing capabilities.
- **Move AIMS to Amazon Cloud EC2**
  - Moving new AIMS to Amazon Cloud EC2 and make it available for business users as web application.
  - AIMS modules included are Planning, Building, Code Enforcement, and Public Works.
  - Enhanced built in security for audit trails
  - Set up and deployment of AIMS amazon ec2 configuration
  - Creation of instances for the new environment.
  - Loading Edgesoft product suite v4.10
  - The City of San Fernando will automatically get the future upgrades of the cloud version of the software. The exception to that is if there is a complete technology upgrade of the software.
  - Securing the network
  - Performance and speed shall match that of the demonstrated performance and speed shown in person in April 2018.
- **Export existing reports**
  - All existing reports used by the City of San Fernando shall be made operational with the new version of AIMS at cloud.
  - This includes up to 30 custom reports.



- **Move the Data to the cloud**
  - Move existing AIMS database to cloud.
  - Upgrade to SQL Server 2014 and future versions, if mutually desired by City and Edgesoft. The upgrade happens in a cloud box by Edgesoft.
  - Secure the AIMS database with network monitoring configuration set up. Data backup in the secure cloud box by Edgesoft will be performed regularly (daily).
  - DB setup and testing with data loaded.
  - Method for City to download a backup of any databases or City data from cloud.
- **New simple permits online**
  - Provide internal updates in order for this feature to be available online.
  - Enhanced Admin feature includes the permit types to be exposed online.
  - Additional API required will be included in this package.
  - Online payment integration with the payment gateway of city's choice or Vantiv payment processor.
- **New scheduling of inspections online**
  - Ability for contractor, applicants, owners, architect, engineers to schedule, cancel their inspections online
  - Ability for staff to manage their inspection workload and notification.
  - Providing staff the ability to open the no days to schedule an inspection.
  - Provide necessary controls include city holidays with open table concept.
  - Provide statistics data of the next 10 business days scheduled source.
  - Staff to modify the number of seats available for default settings included.
  - Staff to modify the number of seats available for custom dates included.
- **New permit check online**
  - Ability for contractor, applicants, owners, architect, engineers to login and track their permits online.
- **Additional features with AIMS upgrade.**
  - **Custom field** – Current version of AIMS has limited set of information captured, upgrading AIMS with new features helps users configure more fields to each permit type, and additional information for each permit types can be captured.
  - **Assessor Import** – Assessor data extract from county can be imported to AIMS system and latest owner and APN information is available in AIMS after assessor import. This is imported through the admin section on a regular basis.
  - **Permit Copy** – This feature helps to copy of existing permits under same address or different address.

- **SQL Latest Features** – Performance of queries based on new SQL server 2014 to use industry standards for optimal usage of the server.
- **Enhanced Admin Features** – Includes updates to Admin for better controlling.
- **Automatic Notifications/Warnings** remain.
- **Extensive Reporting capabilities**
  - This is done using Izenda, a 3<sup>rd</sup> party reporting tool (included in the cost). This web based reporting tool will allow users to configure their own reports as needed, and includes data analysis and rules based upon workflow.
  - Edgesoft will import up to 30 customized reports as part of this scope.
- **Training**
  - User training on how to configure and use application. There will be 4 hours sessions for every department. Training provided will be hands on. Maximum of 8 people are allowed per training session. Additionally, a high level one-hour training session will be provided to City department heads and the City Manager.
- **Release plan - AIMS release**
  - AIMS new version update and release in amazon cloud. Departments and IT will be notified after the training is done for the individual departments.

**ATTACHMENT "C"**  
**PAYMENT SCHEDULE**

**Payment Schedule**

City shall pay Edgesoft based on the following milestones.

Phase	Percentage	Amount
Within 30 days after contract signature date	50%	\$ 25,000.00
Within 60 (sixty) days after signing of the contract	40%	\$ 20,000.00
Within 30 (thirty days) of go-live launch of all initiatives	10%	\$ 5,000.00



**ATTACHMENT "D"**  
**REVISED SECHEDULE OF FEES**

**3.4 MONTHLY RECURRING COST**

Tasks// Deliverables	Cost
Software maint cost	\$ 1,680
Hosting cost	\$ 400
<b>Total Monthly Cost</b>	<b>\$2,080</b>



2018

FIRST AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT  
(Parties: City of San Fernando and EdgeSoft, Inc.)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Software Maintenance Agreement" and dated July 24, 2017 (hereinafter, the "Master Agreement"), is hereby made and entered into this 27<sup>th</sup> day of September 2018 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "Licensee") and EDGESOFT, INC. (hereinafter, "Licensor"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both Licensee and Licensor. The capitalized term "Party" may refer to either Licensee or Licensor, interchangeably as appropriate.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, on July 14, 2017, the Parties executed and entered into the Master Agreement for Licensor to provide ongoing maintain and support services for Licensor's proprietary software products and programs; and

WHEREAS, the Master Agreement is attached and incorporated hereto as **Attachment "A"**; and

WHEREAS, Section 3(f) of the Master Agreement allows Licensee to purchase major enhancements to software being maintained under the Master Agreement; and

WHEREAS, consistent with Section 3(f), the Licensee now wishes to purchase an upgrade to the City's existing Enterprise Land Management System Application and Online Citizen Access Portal, commonly referred to by the Parties as the Activity Information Management System (hereinafter, "AIMS Software"); and

WHEREAS, the Parties have also agreed that Licensor shall provide hosting services for the upgraded AIMS Software through Amazon Web Services; and

WHEREAS, Licensee has agreed to compensate Licensor in an amount not-to-exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for implantation of the upgrades contemplated under this First Amendment; and

WHEREAS, under the terms of the Master Agreement, Licensee agreed to pay Licensor a an annual maintenance fee of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) (hereinafter, "Annual Maintenance Fee"); and

WHEREAS, the Parties now wish to increase the Annual Maintenance Fee, which shall be paid monthly, to TWENTY-FOUR THOUSAND NINE HUNDRED SIXTY DOLLARS (\$24,960.00) to cover additional costs associated hosting the upgraded AIMS Software on the Amazon Cloud through Licensor; and

WHEREAS, the execution of this First Amendment was approved by the San Fernando City Council at its Regular Meeting of June 18, 2018.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. In accordance with Section 3(f) of the Master Agreement, the Licensee agrees to purchase the AIMS Software upgrades as outlined in the Licensor's Scope of Work entitled "AIMS upgrade v 4.10," which is attached and incorporated hereto as **Attachment "B."**

SECTION 2. Licensor shall perform all AIMS Software upgrades set forth in **Attachment "B"** for a not-to-exceed sum of FIFTY THOUSAND DOLLARS (\$50,000.00), and Licensee agrees to make payments in accordance with the Licensor's Payment Schedule, which is attached and incorporated hereto as **Attachment "C."**

SECTION 3. Attachment A of Master Agreement entitled "SCHEDULE OF FEES" and referenced in Section 6 is hereby repealed in its entirety and replaced with a revised fee schedule setting forth the new monthly recurring costs, which is attached and incorporated hereto as **Attachment "D."**

SECTION 4. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 13 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 5. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

(SIGNATURES ON NEXT PAGE)



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

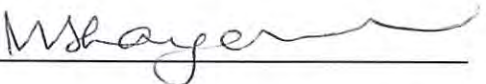
**Licensee:**

**City of San Fernando**

By:   
Alexander P. Meyerhoff  
City Manager

**Licensor:**


**EdgeSoft, Inc.**

By: 

Name: SHAN SUNDAR

Title: CEO

**APPROVED AS TO FORM:**

By:   
Richard Padilla  
Assistant City Attorney

**ATTACHMENT "A"**  
**MASTER AGREEMENT**

**2023**  
**SECOND AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT**  
**(Ongoing Maintenance and Support Services for Software Products)**  
**(Edgewise and City of San Fernando)**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("LICENSEE") and EDGESOFT, INC. (hereinafter, "LICENSOR") is made and entered into as of this 5<sup>th</sup> day of June, 2023. For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both LICENSEE and LICENSOR. The capitalized term "Party" may refer to either LICENSEE or LICENSOR interchangeably as appropriate.

RECITALS

**WHEREAS**, the Parties entered into that certain agreement dated July 24, 2017, and entitled "Software Maintenance Agreement", Contract No. 2012 (the "Master Agreement"); and

**WHEREAS**, the Parties entered into a First Amendment to the Master Agreement on September 27, 2018 (the "First Amendment") whereby the parties agreed to upgrade the software for a one-time fee and increase the annual maintenance fee. (The Master Agreement, as amended by way of the First Amendment, is attached and incorporated hereto as Exhibit "A"; and

**WHEREAS**, the initial five (5) year term of the Master Agreement ended on July 24, 2022, but renewed automatically thereafter;

**WHEREAS**, the Parties now wish to clarify and amend the provisions relating to the automatic renewal of the Master Agreement and as well as provisions relating to Licensor's compensation terms; and

**WHEREAS**, the execution of this Second Amendment was approved by the San Fernando City Council at its Regular Meeting of June 5, 2023.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**SECTION 1.** Section 2 of the Master Agreement is repealed in its entirety and replaced with the following text:

**2. Term; Automatic Renewal; Termination; Opportunity to Cure.** *The "Initial Term" of this Agreement shall be for a period of five (5) years, commencing upon the Effective Date. Upon expiration of the Initial Term, this Agreement shall renew automatically for a maximum of five (5)*

*successive one-year extension terms, each such extension term hereinafter referred to as an "Extension Term". The foregoing notwithstanding, either party may terminate this Agreement by giving notice to the other party of its intent to so terminate, provided such notice is given not less than thirty (30) calendar days prior to the expiration of the Initial Term or any individual Extension Term. A party shall be considered in default under this Agreement only if the party has not cured such failure or breach within forty five (45) days of receiving written notice from the other party identifying with reasonable specificity a material failure to comply with any term or condition contained herein, including without limitation;*

- a. Licensee's failure to pay any fees or charges due under this Agreement or any related License Agreement or service agreement.*
- b. Licensee's creation or modification of data in a Edgesoft database, except through the licensed Edgesoft applications. (Exceptions shall only be with the express, written consent of Licensor).*
- c. Licensor's breach of the limited warranty provided in Section 11. In the event that Licensee is in default under this Agreement, Licensor in its sole discretion may elect to terminate this Agreement or to place Licensee's Maintenance Agreement on hold until such default is cured. In the event that this Agreement is placed on hold pursuant to the preceding sentence. Licensee will be charged a Reconnection Fee pursuant to Section 8.*

**SECTION 2.** Commencing as of the Effective Date of this Second Amendment, the "Schedule of Fees" attached to the Master Agreement as Attachment "D" shall be repealed, replaced and superseded by the revised "Schedule of Fees" which is attached and incorporated to this Second Amendment as Exhibit "B" (hereinafter, the "2023 Revised Schedule of Fees"). .

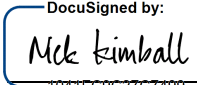
**SECTION 3.** Except as otherwise set forth in this Second Amendment, the Master Agreement as previously amended by way of the First Amendment, shall remain binding, controlling and in full force and effect. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Second Amendment, the Master Agreement, the First Amendment and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement 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 4.** Section 13 of the Master Agreement notwithstanding, the Master Agreement, the First Amendment and this Second Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between LICENSEE and LICENSOR prior to the execution of this Second Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Agreement as amended by this Second Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.



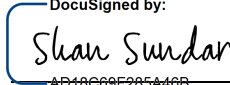
IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on the day and year first appearing above.

**CITY OF SAN FERNANDO:**

By:   
1041FC9C27C7499...  
Nick Kimball, City Manager

Date: 06/23/2023 | 1:13 PM EDT

**EDGESOFT, INC.:**

By:   
AD18C69F285A46B...

Name: Shan Sundar

Title: President/CEO

Date: 06/22/2023 | 8:51 PM PDT

**APPROVED AS TO FORM**

By:   
9E6768364A9F4FC...  
Richard Padilla, Assistant City Attorney

Date: 06/23/2023 | 9:52 AM PDT



EDGESOFT  
SOFTWARE MAINTENANCE AGREEMENT

**PARTIES:**

**LICENSOR:**

Edgesoft, Inc.,  
6133 Bristol Parkway  
Suite 220  
Culver City, CA 90230  
Email: [ssundar@edgesoftinc.com](mailto:ssundar@edgesoftinc.com)

**LICENSEE:**

City of San Fernando  
117 MacNeil St.  
San Fernando, CA 91340  
Email: [mdesantiago@sfcity.org](mailto:mdesantiago@sfcity.org)

**AGREEMENT:**

Licensor has licensed its proprietary software products and programs to Licensee, and Licensee wishes to have Licensor maintain and support the use of the Software. Licensor and Licensee therefore agree as follows:

1. **Defined Terms.** Certain terms used in this Agreement have defined meanings, which are provided in Section 15, and in other sections herein. Definitions of specifically defined terms (appearing in quotation marks and capitalized where defined herein) shall apply whether or not the term is capitalized.
2. **Term; Automatic Renewal; Termination; Opportunity to Cure.** The "Initial Term" of this Agreement shall be a period of five (5) years, consisting of five (5) twelve (12) month periods commencing upon the Effective Date. This Agreement shall automatically renew every year for a subsequent five year term (each a "Renewal Term"). Either party may give the other not less than thirty (30) days written notice of termination prior to the termination of the Initial Term or then-current Renewal Term. The Licensee is responsible for the five (5) year contracted amount. A party shall be considered in default under this Agreement only if the party has not cured such failure or breach within forty five (45) days of receiving written notice from

the other party identifying with reasonable specificity a material failure to comply with any term or condition contained herein, including without limitation:

- a. Licensee's failure to pay any fees or charges due under this Agreement or any related License Agreement or service agreement.
- b. Licensee's creation or modification of data in a Edgesoft database, except through the licensed Edgesoft applications. (Exceptions shall only be with the express, written consent of Licensors).
- c. Licensors' breach of the limited warranty provided in Section 11.

In the event that Licensee is in default under this Agreement, Licensors in its sole discretion may elect to terminate this Agreement or to place Licensee's Maintenance Agreement on hold until such default is cured. In the event that this Agreement is placed on hold pursuant to the preceding sentence, Licensee will be charged a Reconnection Fee pursuant to Section 8.

3. **Scope of Maintenance.** During the term of this Agreement, Licensors agrees to provide "Basic Maintenance Services" in support of the Software. Basic Maintenance Services shall consist of:

- a. **Unlimited Support Services.** Licensors will supply a help desk line to answer questions and help resolve issues not related to error corrections as defined below.
- b. **Error Correction.** Licensors will use all reasonable diligence to correct verifiable and reproducible Errors within a reasonable time period after reported to Licensors. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
- c. **Telephone/VPN Support.** The chosen hardware hosting provider will provide the Level 1 support to the Licensee. Application issues will be escalated to the Level 2 Edgesoft support team. Licensors shall maintain a telephone (9:00am - 6:00pm PST Monday through Thursdays and 9:00am - 5:00pm Fridays), excluding major national holidays. Licensee agrees to provide and maintain a means (such as VPN access) for Licensors to remotely access and maintain the Applications. Licensors reserves the right to bill hourly for maintenance in cases where other means of support outside those listed in this section have to be deployed by Licensors. Licensors agrees to notify Licensee in writing of any instance where it is apparent that excess maintenance support is being caused by

repeated operator error, or where a single operator error results in extensive Licensor time to resolve. In the event Licensee does not take steps deemed sufficient by Licensor to correct the problem, Licensor reserves the right to bill hourly for maintenance in cases of repeated operator error, or where a single operator error results in extensive Licensor time to resolve the problem.

- d. **Changes in State and Federal Regulations.** Licensor will provide updates needed to conform to the state of California and federal regulations, including changes to tax tables and routine forms, as changes become effective. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.
  - e. **Service Packs.** Licensor may, from time to time, issue routine minor Releases of the Software, known as Service Packs, which contain Error Corrections and minor Enhancements to Licensees who have maintenance agreements in effect. Installation of Service Packs is provided at no charge to Licensee if completed over the Internet. Installation of routine releases and updates by Licensor at Licensee's chosen site will be billed to Licensee at the then current hourly rate except in cases where Licensor is solely responsible for the inability to provide modem support.
  - f. **Discounts on Major Enhancement Releases.** Licensor may, from time to time, offer Major Enhancements to Licensee, generally for an additional charge. To the extent Licensor offers such Major Enhancements, it shall permit Licensee to obtain one copy of each Major Enhancement for each copy of the Software or Application being maintained under this Agreement at the discount then specified by Licensor.
4. **Exceptions.** The following matters are not covered by, and are outside the scope of, Basic Maintenance Services:
- a. Onsite support services provided by employees or agents of Licensor;
  - b. Training, file and data conversion costs, and consulting services (whether onsite or offsite);
  - c. Maintenance or support services resulting from any problem resulting from Licensee's deliberate misuse, alteration (including local reports written by the Licensee), or damage of the Software;
  - d. Support of operating systems; support of non-Licensor software (including but not limited to spreadsheets, word processors, general



office software, and report builders (including the Progress Report Builder));

- e. Onsite installation and management services for Upgrades or Major Enhancements;
  - f. Any training, consulting, implementation management services, and data conversion services, required on an individual Licensee basis for Upgrades or Major Enhancements (whether onsite or offsite);
  - g. Any set up, support for and maintenance of additional *production* databases (whether onsite or offsite);
  - h. Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;
  - i. New (additional) Product license and service fees.
5. **Cooperation of Licensee.** Licensee agrees to notify Licensor promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by Licensor, to submit to Licensor a listing of output and any other data that Licensor may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Licensor shall treat any such data as confidential.
6. **Fees and Expenses.** The Initial Term "Maintenance Fees," as set forth on Attachment A, will be invoiced and payable as set forth on Attachment A, for Basic Maintenance Services. Maintenance Fees for each Renewal Term will be invoiced approximately ninety (90) days in advance of the commencement of each Renewal Term, but in any event payable upon commencement of the Renewal Term. Maintenance Fees will apply to support of the Software and to any modifications made thereto if those modifications require support and/or additional programming services during Upgrades. Initial Term Maintenance Fees, as defined in Attachment, the rate is eighteen percent (18%) for standard Applications and licensed products (meaning, those without Licensee-specific modifications, customizations or Enhancements), twenty-five percent (25%) for all non-standard Applications and licensed products (meaning, those including Licensee-specific modifications customizations or Enhancements), and twenty-five percent (25%) for all database manager Applications or licensed products. Maintenance Fees may not be increased by more than CPI % annually.
- a. **Fees for Excluded Items.** Licensee agrees to pay fees for those Items or services excluded from Basic Maintenance Services pursuant to Section 4, when and as the services are rendered and the expenses invoiced, provided, however, that no such additional fees or costs will be invoiced to Licensee without Licensee's prior written approval of the fees, costs,

and related work. Licensor shall provide supporting documentation for all expenses upon Licensee's request. Licensor reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances as applicable by California state law. Licensee is also responsible for sales or use taxes and state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. All fees paid hereunder are nonrefundable and will be forfeited in the event of termination or cancellation except as otherwise specifically provided herein.

7. **Work Orders.** Licensee may from time to time request from Licensor services, such as Software modifications or additional training. Licensor shall make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether such services are provided. Licensee shall receive from Licensor in advance an estimate of the cost of requested services. Licensor shall receive for all approved Licensee requests a signed work order from the Licensee and a Purchase Order, with payment plans, equal to the estimated cost of the service.
  8. **Billing.** All invoices from Licensor to the Licensee for any product or service are due upon receipt. Invoices are past due forty-five (45) days after the date of invoice. Licensor may, at its option, charge all invoices forty-five (45) days and older an interest at a rate of one and one-half percent (1 <sup>1</sup>/<sub>2</sub>%) per year from the date such fee or charge first became past due. Invoices are delinquent sixty (60) days after the date of invoice. A delinquent invoice may cause Licensor, at its option, to put the Licensee's account on hold, or, subject to the terms of Section 2, terminate this Agreement. Accounts on hold may receive no product, service, or support from Licensor (including without limitation Basic Maintenance Services) until all past due and delinquent invoices are paid in full. Once an account is placed on hold for non-payment, Licensor shall not be required to provide Basic Maintenance Services, or other products or services, hereunder until a "Reconnection Fee" equal to twenty-five percent (25%) of the current Term's annual Maintenance Fee is paid by Licensee.
  9. **Use and Restrictions.** Error Corrections, Enhancements, Upgrades and New Product Releases (and any other programming provided by Licensor, regardless of its form or purpose) shall be considered part of the Software for purposes of determining the parties' rights and obligations related thereto pursuant to the License Agreement and this Agreement. Licensor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the License Agreement.
- Licensor's liability for breach of warranty exists only during the warranty period set forth in Section 11.

11. **Limited Warranty and Exclusions.** LICENSOR WARRANTS THAT IT WILL RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER, AND THAT DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF TWELVE (12) MONTHS THEREAFTER LICENSOR, AT LICENSOR'S SOLE COST, SHALL CORRECT ANY FAILURE TO RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. ANY CLAIM BASED ON THE FOREGOING WARRANTY MUST BE SUBMITTED IN WRITING TO LICENSOR SPECIFYING THE FAILURE IN REASONABLE DETAIL, AND SHALL BE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF SECTION 2. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, COMPATIBILITY, DESIRED RESULTS, CAPACITY, OR THAT SERVICES RENDERED HEREUNDER WILL BE ERROR-FREE.
12. **Venue; Governing Law.** Governing law and exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be as determined pursuant to the License Agreement.
13. **Entire Agreement; Construction; Licensor and Licensee Representations.** This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third-party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and Licensee acknowledges that it is solely the Licensee's responsibility to: develop and institute the use of manual and other appropriate controls to validate the accuracy of the data generated by the system and ensure that Licensee's books balance; review proof lists and reports to validate the accuracy of reports and statements; verify that all users of the Software are properly and sufficiently trained and experienced; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.
14. **Modification; No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral

communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.

## **15. Definitions.**

- a. **Terms Defined in License Agreement.** The following terms have that meaning assigned to them pursuant to the Software License Agreement executed by the parties in conjunction with this Agreement (the "License Agreement"): "Application;" "Cure;" "Error;" "Material;" "Specifications;" "Software;" and "User Materials."
- b. **"Enhancement"** means a modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Licensor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Licensor's assessment of their value and of the function added to the Software or Application. "Major Enhancement" may be a substantial rewrite of an Application, similar to a New Product Release, or may be additional functionality benefiting only certain licensees rather than all licensees as a whole, and requiring those Enhancements to be packaged as a separate module.
- c. **"Temporary Fix"** means an initial correction or "fix" to a problem in the Software prior to the release of an Error Correction.
- d. **"Error Correction"** means either a modification or addition that, when made or added to the Software, brings the Software into Material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.
- e. **"New Product Release"** means either the total rewrite of an Application or new version(s) of the Software (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Licensor's determination, based on Licensor's assessment of the New Product's value and of the function added to the Software or an Application.



f. **"Upgrade"** has substantially the same meaning as **"Enhancement."**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

By:

Name: Shan Sundar

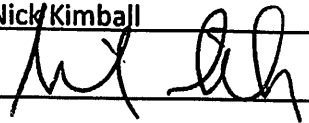
Signature: 

Title: President/CEO

LICENSEE

By:

Name: Nick Kimball

Signature: 

Title: Interim City Manager

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

Date: 7/24/, 2017

Date: \_\_\_\_\_, 2017

**ATTACHMENT A: SCHEDULE OF FEES**

Attachment A contains the price quote issued to Licensee showing the applications and corresponding first year maintenance/support service fees, as well as a schedule of payment terms for these maintenance/support services. Please note that these fees are for one full year. By signing the Attachment A, Licensee is agreeing to this Schedule of Fees.

**Annual Maintenance Costs for City of San Fernando, California**

Application/Products	Year Maintenance
eLMS Core Framework, Building Permit and Inspection, Planning and Planner Update, Code Enforcement, Business License, RFS and PW permitting	\$17,500
Total	\$17,500

The Maintenance agreement payment will be due and payable on July 1, 2017. Additional maintenance will be charged on all custom modifications performed and supported by Licensor.

This agreement is an introductory hosting price for the City of San Fernando and will be revisited after the contract term.

EXHIBIT "A"

EXHIBIT "A"

CONTRACT NO. 2012(c) CONTRACT NO. 2012(b)  
CONTRACT NO. 2012

**ATTACHMENT "B"**

**AIMS UPGRADE V 4.10**





# AIMS upgrade v 4.10

Moving to Amazon Cloud

### **Scope of work**

- **Smart City Search : Big data SMART Search**

- Smart City Search provides Data as a Service, enabling collection of data from internal systems and external sources. It creates actionable data for analysis, reports and dashboards at lightning speed.
- Smart search helps you to filter search based on departments , permit types , status , dates (Issued Date , Start Date , Applied Date , Expiration Date , Final Date ) , valuations , use single family, commercial, multifamily etc.,
- You can view charts with statistics for search results and export of results in csv format.
- Business can use this smart search with filters as a quick reporting tool to extract daily pending or issued reports.
- Ability to bookmark search results with manager and sharing capabilities.

- **Move AIMS to Amazon Cloud EC2**

- Moving new AIMS to Amazon Cloud EC2 and make it available for business users as web application.
- AIMS modules included are Planning, Building, Code Enforcement, and Public Works.
- Enhanced built in security for audit trails
- Set up and deployment of AIMS amazon ec2 configuration
- Creation of instances for the new environment.
- Loading Edgesoft product suite v4.10
- The City of San Fernando will automatically get the future upgrades of the cloud version of the software. The exception to that is if there is a complete technology upgrade of the software.
- Securing the network
- Performance and speed shall match that of the demonstrated performance and speed shown in person in April 2018.

- **Export existing reports**

- All existing reports used by the City of San Fernando shall be made operational with the new version of AIMS at cloud.
- This includes up to 30 custom reports.

- **Move the Data to the cloud**
  - Move existing AIMS database to cloud.
  - Upgrade to SQL Server 2014 and future versions, if mutually desired by City and Edgesoft. The upgrade happens in a cloud box by Edgesoft.
  - Secure the AIMS database with network monitoring configuration set up. Data backup in the secure cloud box by Edgesoft will be performed regularly (daily).
  - DB setup and testing with data loaded.
  - Method for City to download a backup of any databases or City data from cloud.
- **New simple permits online**
  - Provide internal updates in order for this feature to be available online.
  - Enhanced Admin feature includes the permit types to be exposed online.
  - Additional API required will be included in this package.
  - Online payment integration with the payment gateway of city's choice or Vantiv payment processor.
- **New scheduling of inspections online**
  - Ability for contractor, applicants, owners, architect, engineers to schedule, cancel their inspections online
  - Ability for staff to manage their inspection workload and notification.
  - Providing staff the ability to open the no days to schedule an inspection.
  - Provide necessary controls include city holidays with open table concept.
  - Provide statistics data of the next 10 business days scheduled source.
  - Staff to modify the number of seats available for default settings included.
  - Staff to modify the number of seats available for custom dates included.
- **New permit check online**
  - Ability for contractor, applicants, owners, architect, engineers to login and track their permits online.
- **Additional features with AIMS upgrade.**
  - **Custom field** – Current version of AIMS has limited set of information captured, upgrading AIMS with new features helps users configure more fields to each permit type, and additional information for each permit types can be captured.
  - **Assessor Import** – Assessor data extract from county can be imported to AIMS system and latest owner and APN information is available in AIMS after assessor import. This is imported through the admin section on a regular basis.
  - **Permit Copy** – This feature helps to copy of existing permits under same address or different address.

- **SQL Latest Features** – Performance of queries based on new SQL server 2014 to use industry standards for optimal usage of the server.
- **Enhanced Admin Features** – Includes updates to Admin for better controlling.
- **Automatic Notifications/Warnings** remain.
- **Extensive Reporting capabilities**
  - This is done using Izenda, a 3<sup>rd</sup> party reporting tool (included in the cost). This web based reporting tool will allow users to configure their own reports as needed, and includes data analysis and rules based upon workflow.
  - Edgesoft will import up to 30 customized reports as part of this scope.
- **Training**
  - User training on how to configure and use application. There will be 4 hours sessions for every department. Training provided will be hands on. Maximum of 8 people are allowed per training session. Additionally, a high level one-hour training session will be provided to City department heads and the City Manager.
- **Release plan - AIMS release**
  - AIMS new version update and release in amazon cloud. Departments and IT will be notified after the training is done for the individual departments.



**ATTACHMENT "C"**

**PAYMENT SCHEDULE**

**Payment Schedule**

City shall pay Edgesoft based on the following milestones.

Phase	Percentage	Amount
Within 30 days after contract signature date	50%	\$ 25,000.00
Within 60 (sixty) days after signing of the contract	40%	\$ 20,000.00
Within 30 (thirty days) of go-live launch of all initiatives	10%	\$ 5,000.00

**ATTACHMENT "D"**  
**REVISED SECHEDULE OF FEES**

### 3.4 MONTHLY RECURRING COST

Tasks// Deliverables	Cost
Software maint cost	\$ 1,680
Hosting cost	\$ 400
<b>Total Monthly Cost</b>	<b>\$2,080</b>





2018

FIRST AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT

(Parties: City of San Fernando and EdgeSoft, Inc.)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Software Maintenance Agreement" and dated July 24, 2017 (hereinafter, the "Master Agreement"), is hereby made and entered into this 27<sup>th</sup> day of September 2018 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "Licensee") and EDGESOFT, INC. (hereinafter, "Licensor"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both Licensee and Licensor. The capitalized term "Party" may refer to either Licensee or Licensor, interchangeably as appropriate.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, on July 14, 2017, the Parties executed and entered into the Master Agreement for Licensor to provide ongoing maintain and support services for Licensor's proprietary software products and programs; and

WHEREAS, the Master Agreement is attached and incorporated hereto as **Attachment "A"**; and

WHEREAS, Section 3(f) of the Master Agreement allows Licensee to purchase major enhancements to software being maintained under the Master Agreement; and

WHEREAS, consistent with Section 3(f), the Licensee now wishes to purchase an upgrade to the City's existing Enterprise Land Management System Application and Online Citizen Access Portal, commonly referred to by the Parties as the Activity Information Management System (hereinafter, "AIMS Software"); and

WHEREAS, the Parties have also agreed that Licensor shall provide hosting services for the upgraded AIMS Software through Amazon Web Services; and

WHEREAS, Licensee has agreed to compensate Licensor in an amount not-to-exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for implantation of the upgrades contemplated under this Frist Amendment; and

WHEREAS, under the terms of the Master Agreement, Licensee agreed to pay Licensor a an annual maintenance fee of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) (hereinafter, "Annual Maintenance Fee"); and

WHEREAS, the Parties now wish to increase the Annual Maintenance Fee, which shall be paid monthly, to TWENTY-FOUR THOUSAND NINE HUNDRED SIXTY DOLLARS (\$24,960.00) to cover additional costs associated hosting the upgraded AIMS Software on the Amazon Cloud through Licensors; and

WHEREAS, the execution of this First Amendment was approved by the San Fernando City Council at its Regular Meeting of June 18, 2018.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. In accordance with Section 3(f) of the Master Agreement, the Licensee agrees to purchase the AIMS Software upgrades as outlined in the Licensors' Scope of Work entitled "AIMS upgrade v 4.10," which is attached and incorporated hereto as **Attachment "B."**

SECTION 2. Licensors shall perform all AIMS Software upgrades set forth in **Attachment "B"** for a not-to-exceed sum of FIFTY THOUSAND DOLLARS (\$50,000.00), and Licensee agrees to make payments in accordance with the Licensors' Payment Schedule, which is attached and incorporated hereto as **Attachment "C."**

SECTION 3. Attachment A of Master Agreement entitled "SCHEDULE OF FEES" and referenced in Section 6 is hereby repealed in its entirety and replaced with a revised fee schedule setting forth the new monthly recurring costs, which is attached and incorporated hereto as **Attachment "D."**

SECTION 4. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 13 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 5. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

(SIGNATURES ON NEXT PAGE)

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

**Licensee:**

**Licensor:**

**City of San Fernando**

**EdgeSoft, Inc.**

By: 

Alexander P. Meyerhoff  
City Manager

By: 

Name: SHAN SUNDAR

Title: CEO

**APPROVED AS TO FORM:**

By: 

Richard Padilla  
Assistant City Attorney

**ATTACHMENT "A"**  
**MASTER AGREEMENT**



# ENTERPRISE LAND MANAGEMENT SYSTEM (eLMS™)

## Proposal for the Maintenance and Hosting of AIIMS and OPC

Submitted to: Community Development Department



City of San Fernando  
117 MacNeil St,  
San Fernando, CA 91340

February 2, 2023





TABLE OF CONTENTS

1 GENERAL AND ADMINISTRATIVE INFORMATION..... 3

1.1 OWNERSHIP AND NON-DISCLOSURE ..... 3

1.2 AGREEMENT..... 3

1.3 GENERAL INFORMATION..... 3

2 EXECUTIVE SUMMARY ..... 4

3 PRICING ..... 4

3.1 MONTHLY RECURRING SUBSCRIPTION COST ..... 4



# 1 GENERAL AND ADMINISTRATIVE INFORMATION

## 1.1 OWNERSHIP AND NON-DISCLOSURE

Contents of this document are considered confidential, proprietary, and remain the property of **Edgesoft Inc.** The **City of San Fernando** may not disclose information to anyone who is not responsible for responding to this document and outside of the City of San Fernando, without the written permission from Edgesoft. Additionally, contents may not be reproduced, copied or re-sold to anyone, without the written permission from Edgesoft.

All reasonable precautions have been taken in the preparation of this document. Edgesoft assumes no responsibility for any errors or omissions. Edgesoft shall not be responsible for any direct, incidental or consequential damages arising from the use of any material contained in this document.

In no event will Edgesoft be held liable for any claim of damages, consequently or inconsequently, including without limitation, any business interruption, lost profits and/or incidental damages. Edgesoft's only liability is to perform services described herein for the fees proposed. No warranties are made, expressed or implied with regard to the services described herein.

## 1.2 AGREEMENT

An agreement resulting from this proposal will constitute the entire agreement between the parties and supersedes all prior agreements. The agreement shall not be modified or altered in any way except by written instrument duly executed by both parties.

## 1.3 GENERAL INFORMATION

The services provided through this document are specific to Edgesoft's technology solution hosted for the City of San Fernando. The City of San Fernando management and support staff can direct their questions to:

Name: Shan Sundar  
Title: CEO  
E-mail: [ssundar@edgesoftinc.com](mailto:ssundar@edgesoftinc.com)  
Office: (310) 321-7658  
Cell: (310) 429-8781



## 2 EXECUTIVE SUMMARY

Edgesoft is pleased to present this pricing proposal for the Maintenance and Hosting of the existing AIIMS and Online Permit Counter

- a) Maintenance of AIIMS which include
  - a. Bug fixes
  - b. upgrades
- b) Hosting of AIIMS on Amazon Cloud for the City of San Fernando
  - a. Highly secured
  - b. 99% uptime

## 3 PRICING

### 3.1 MONTHLY RECURRING SUBSCRIPTION COST

Tasks / Deliverables	Cost
AIIMS Maintenance and AWS hosting cost	\$2,185
OPC Building and planning	\$250
<b>Total One Time Cost</b>	<b>\$2,435</b>

Note:

The contract terms will be for a period of five years  
Subscription cost is subject to 5% annual uplift





**Created for:** The City of San Fernando

**Date:** Nov 10<sup>th</sup>, 2023

**Account Rep:** Gaurav Garg

**The below document is a Statement of Work (SOW) and associated Pricing. The pricing in this proposal is valid for 90 days.**

#### **Instant Solar Permit Process Overview**

- Contractor logs into San Fernando's OPC system and clicks on Solar Permit. The link will take them directly to the Symbium portal. Users have an option to go to Symbium portal directly as well.
- Contractor will provide all relevant information and if it passes the compliance check performed by Symbium, user will be directed to pay the processing Fee and permit fee.
- On successful payment, Symbium software will pass all information to AIMS (Activity information management system) system via APIs.
- Based on the provided information, AIMS system will create a solar permit.
- AIMS system will pass the permit information like permit number, certificate copy, etc. to Symbium which can be downloaded by contractor.
- Contractors will have the option to download their permit from OPC portal as well.
- Permit fee collected by Symbium will be transferred to San Fernando as per the contract between Symbium and San Fernando.

#### **SCOPE OF WORK:**

- AIMS will provide the APIs to validate the permit address against the AIMS database.
- AIMS will provide the APIs to provide all Solar permit Fee information to Symbium.
- AIMS will provide the APIs to collect all information from Symbium and create a permit.
- AIMS will provide the APIs to download a copy of permit.
- OPC will provide an option for contractors to download their solar permit.
- AIMS will provide a report to give the details of all solar permit issued using Symbium system.

#### **IMPLEMENTATION SERVICES**

Description	Price
<b>Project Implementation Services</b>	
Integration with Symbium for issuing instant solar permit.	\$19,000.00
<b>Total</b>	<b>\$19,000.00</b>

**PAYMENT MILESTONES**

Payment No	Milestone	Payment Amount
1	Project Kickoff meeting	\$8,000.00
2	Project development	\$6,000.00
3	UAT/Deployment	\$5,000.00
	<b>TOTAL</b>	<b>\$ 19,000.00</b>

**SYMBIUM MASTER LICENSING AGREEMENT**

This Master Licensing Agreement (the "Agreement") is by and between Symbium Corp., with business offices located at 912 Cole St., #375 San Francisco, CA 94117, ("Symbium"), and the City of San Fernando with business offices located at 117 Macneil St., San Fernando, CA 91340 (the "Licensee"). This Agreement shall be effective on the last signature date provided on the signature block hereto ("Effective Date"). Each of Symbium and Licensee is a "Party" and together they are the "Parties".

WHEREAS, Symbium has developed and maintains a range of cloud-based software-as-a-service ("SaaS") solutions to streamline certain planning, zoning, building, permitting, or other government-facing and constituent-facing processes. Symbium provides Services under the trade names identified in an applicable Order and as described on Symbium's Site.

WHEREAS, Symbium agrees to provide Services to Licensee pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

**1. DEFINITIONS**

In addition to the capitalized terms defined throughout this Agreement, the following terms when used herein shall have the respective meanings assigned to them below:

- 1.1. **"Affiliate"**, with respect to either Party, shall mean any entity, including and without limitation, any individual, corporation, company, partnership, limited liability company, or group, that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. Any references to Licensee herein shall also include reference to Licensee Affiliates.
- 1.2. **"End-User"** shall mean any individual who is authorized to use the Services.
- 1.3. **"Licensee Data"** shall mean any data, excluding Symbium Data, that is collected, used, maintained, processed, stored, or generated exclusively by or on behalf of Licensee.
- 1.4. **"Licensee Services"** shall mean Licensee's open data services, GIS services, and APIs with which the Solutions communicate in order to correctly perform the intended functionality.
- 1.5. **"Order"** shall mean either: (i) any specific sales quotations or orders as agreed to in writing and signed by the Parties from time to time; or (ii) as set forth in the applicable Symbium payment summary screen. Each Order is hereby incorporated by reference into this Agreement as Exhibit "A" and shall be numbered sequentially as Exhibit A-1; A-2; A-3 and so on. If there are any inconsistencies or conflicts between this Agreement and an Order, the inconsistent or conflicting terms of the Order shall govern.
- 1.6. **"Professional Services"** shall mean any live support, consulting, training, or development services or other services as specifically described and priced in the applicable Order.
- 1.7. **"Service Description"** shall mean any description of Symbium's Services that are advertised on Symbium's Site or in the applicable Order, Symbium's knowledge base, applicable operator and user manuals or guides, designs, technical reference manuals, flow diagrams, file descriptions, Service descriptions found on the Symbium site, and any other written materials pertaining to the use of the Solutions.
- 1.8. **"Services"** shall mean the Solutions and the Site, which are provided to Licensee by Symbium pursuant to the terms of this Agreement.
- 1.9. **"Site"** shall mean the Symbium website, located at [www.symbium.com](http://www.symbium.com).
- 1.10. **"Solutions"** shall mean the cloud-based SaaS web applications, which are identified in the applicable Order, along with all associated updates.

1.11. **“Solution Updates”** shall mean any Solution-specific version updates that are deployed to ensure the functionality of the Solutions in accordance with the Services Descriptions. Solution Updates shall exclude additional or new Solutions, even if such additional or new Solutions contain similar functionality as other Solutions.

1.12. **“Support”** shall mean the email support services provided by Symbium to Licensee during the Term.

1.13. **“Symbium Data”** shall mean any electronic data and publicly accessible or available data and shall include all computable laws and regulations that are embedded in the Solutions but shall exclude Licensee Data.

1.14. **“Symbium Integrations”** shall mean any additional SaaS solutions that Symbium develops and deploys, which may be integrated into or linked from the Solutions.

1.15. **“Third-Party Services”** shall mean any third-party products or services, including but not limited to, software or materials incorporated into or provided as part of the Solutions.

1.16. **“Transaction Services”** shall mean the public-facing permitting and incentives Services offered by Symbium.

## 2. SERVICES

2.1. Orders. Symbium shall provide the Services in accordance with the applicable Order.

2.2. Changes. No change to the Order shall be implemented unless it has been approved in writing signed by an authorized representative of each Party (each, a “Change Order Amendment”). Upon Licensee’s and Symbium’s execution of the Change Order Amendment, the Change Order Amendment shall be incorporated into and become part of the applicable Order.

## 3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, Symbium hereby grants Licensee a nonexclusive, nontransferable, worldwide license (“License”) during the Term to access and use the Solutions. Symbium reserves all rights not expressly granted to Licensee. The License granted to Licensee pursuant to this Agreement will permit use of the Solutions that are set forth in the Order. Any Licensee Affiliate may also add additional Services under this Agreement via a new Order. LICENSEE SHALL BE RESPONSIBLE FOR THE FAILURE OF ANY LICENSEE AFFILIATE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

3.2. Usage Restrictions. Except as permitted by this Agreement, the Solutions may not be decompiled, reverse engineered, disassembled, transferred, distributed in an unauthorized manner, resold, sublicensed, or used to create any derivative works. Licensees may not use any software (including network monitoring or discovery software) to determine the Site’s or Service’s architecture, or extract information about usage or individual identities of users. Licensee may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Services or any parts thereof. Except as expressly permitted in this Agreement, Licensee may not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Services in any way; (ii) modify or make derivative works based upon the Services; (iii) “frame” or “mirror” any Solutions on any other server or wireless or Internet-based device. Licensee may use the Solutions only for its intended purposes and shall not: (i) send spam or otherwise excessive, duplicative, or unsolicited messages; (ii) send, store, or transmit any infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or material in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) attempt to gain unauthorized access to the Services or its related systems or networks; or (vi) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit.

3.3. Third-Party Services. In the event that Symbium agrees to certain integrations to Third-Party Services, Licensee shall secure the necessary permissions, when applicable, for Symbium to perform its mutually agreed-upon tasks. Symbium is not responsible for any modification, loss, usage, disclosure, transmission, or deletion of any Licensee Data resulting from its access to a Third-Party Service or any outputs generated by the Solutions for uploading into Third-Party Services. Licensee shall be responsible for all third-party costs resulting from its requested integrations with any Third-Party Service.

## 4. PROFESSIONAL SERVICES



4.1. Professional Services. As mutually agreed by the Parties, and in conjunction with the Services, Symbium may perform certain Professional Services, which may include certain implementation, training, or other expert services. Such Professional Services shall be provided for a separate fee, which will be specified in an applicable Order in accordance with the terms and conditions of this Agreement. Such Professional Services shall be provided in a manner that is consistent with applicable industry standards, and if such standards are not met (with a reasonable opportunity to cure following written notice from Licensee), Licensee's sole remedy shall be the re-performance of such Professional Services.

## 5. SUPPORT

5.1. Support. Symbium will provide Support during the Term of this Agreement as set forth in the Order. Any Support requests should be directed to the following: support@symbium.com.

## 6. LICENSEE OBLIGATIONS FOR CONFIGURED OR IMPLEMENTED SERVICES

Where Symbium is configuring or implementing Services for Licensee, the following shall apply:

6.1. Designation of Licensee Project Manager. Licensee shall designate a project manager who shall be accessible by email throughout the Term of the Agreement and shall provide reasonably prompt responses to Symbium's requests and communications.

6.2. Testing Period and Feedback. Licensee will be provided with an opportunity to provide feedback and request functional changes to the Solutions prior to public launch. Symbium shall also perform any requested bug fixes during this period and on an ongoing basis.

6.3. Hosting Link to Solutions. Upon the public launch of any public-facing Solutions that are configured or implemented for Licensee, Licensee shall place a prominent link to such Solutions on its public-facing website at the location where End-Users would normally visit for information on related services. This link shall be maintained by Licensee during the Term of the Agreement.

6.4. Notification of Changes. Where Solutions are configured using laws or regulations provided by Licensee, Licensee shall cooperate with Symbium to help identify the publicly accessible online publications of those regulations and Symbium shall then establish a protocol to ensure timely notifications of changes to the regulations underlying the applicable Solutions and the data provided by the applicable Third-Party Services. In the absence of publicly accessible regulations that are published online, Licensee shall notify Symbium in writing (email is sufficient) of such changes.

## 7. PROPRIETARY RIGHTS

7.1. Symbium Properties. The Services and any underlying platform technology ("Symbium IP") are owned or licensed by Symbium and protected by U.S. and international copyright, trademark, service mark, trade secret, patent and/or other proprietary rights and laws. All Solutions shall be hosted on Symbium's designated servers at all times and Symbium will retain control over all user experience or user interface design of Solutions. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring to Licensee any license or right under copyright or other intellectual property right law. No part of the Symbium IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in this Agreement. Licensee shall not take any action that shall interfere with or diminish Symbium's right in any of the Symbium IP. Symbium shall retain ownership and title of any Solutions that it creates, even if created on a custom basis for Licensee.

7.2. Licensee Data and Symbium Data. As between Symbium and Licensee, Licensee shall, at all times, own or obtain the appropriate permissions to use the Licensee Data and shall be responsible for the accuracy and adequacy of any and all Licensee Data as well as establishing any required legal terms and conditions prior to the use of any Licensee Data. Licensee shall obtain all prior consents, internally or from relevant third parties, prior to uploading and using any Licensee Data to the Solutions. Licensee grants to Symbium a non-exclusive, royalty-free, worldwide license during the Term to access and use the Licensee Data for the purpose of delivering the Services, which may include the aggregation of such data in an anonymized manner for benchmarking and other purposes. Symbium's right to use Symbium Data shall be governed by its own policies, including its Privacy Policy, available at <https://symbium.com/privacy> ("Privacy Policy").

7.3. Symbium Integrations. Nothing shall prevent Symbium from developing and deploying Symbium Integrations, which Symbium may do at any time in its sole discretion. Symbium Integrations shall not diminish or degrade the functionality of the Solutions in the applicable Order at any time.

7.4. License to Use Feedback. Licensee grants to Symbium an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Services any feedback, suggestions, requests, or recommendations relating to the Services.

7.5. Usage Data. Licensee grants to Symbium an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous usage data acquired from Licensee's account and use of the Solutions.

7.6. References to Licensee / Press Release. Upon execution of this Agreement, Symbium may make references to Licensee and Licensee's URL and may use Licensee's designated trademark and logo for the limited purpose of publishing it on Symbium's current list of Licensees located on the Symbium Site. Symbium may also respond to any inquiry regarding whether Licensee is a licensee and user of the Services. Additionally, upon execution of this Agreement, each Party may issue a press release announcing the Parties' relationship under this Agreement.

## 8. FEES AND PAYMENTS

8.1. Fees. Licensee shall pay Symbium for the Services provided by Symbium hereunder as specified in the applicable Order.

8.2. Payment Methods. Symbium accepts payments for its Services via check or electronic funds transfer and will cooperate, in good faith, to accommodate Licensee's preference in either case.

8.3. Payment Terms. All pricing and payments are and shall be in U.S. dollars. Licensee shall pay each invoice as stated in the Order or, if no due date is stated, within 30 days of receipt unless it has a bona fide dispute with respect to payment of such invoice or portion thereof. If there is a bona fide dispute regarding any invoice rendered or amount paid, the disputing Party shall notify the other by written notice thereof, and the Parties shall use their best efforts to resolve such dispute expeditiously. If an aggrieved Party notifies the other in writing of a disputed invoice or payment, and there is a good faith basis for such dispute, the time for paying the portion of the invoice in dispute shall be extended by a period of time equal to the time between receipt of such notice and the resolution of such dispute. Undisputed portions of any invoice shall be paid as stated above.

8.4. Payment Processing Fees. Fees charged to End-Users for Symbium's Transaction Services are non-refundable. As between Symbium and Licensee, Symbium shall assume any credit card fees charged by Symbium's third-party payment processors for Transaction Services that are processed on Symbium. As applicable, Symbium may pass through to End-Users any credit card processing fees charged by either of Symbium's or Licensee's payment processor (i.e., in cases where the Licensee charges \$100 + \$5 credit card processing fee for a total of \$105, Symbium may pass through the \$5 additional Licensee processing fee directly to the End-User.).

8.5. Taxes. Licensee shall be financially responsible for all sales or services taxes that are assessed on the provision of the Services to Licensee, excluding any withholding or export taxes or taxes based upon Symbium's income. To the extent Symbium is required to collect such taxes under applicable Law, Symbium, to the extent legally or otherwise required, shall separately state the amount of tax due on its invoices to Licensee. Licensee and Symbium shall cooperate to segregate the fees into: (i) those for taxable Services and (ii) those for nontaxable Services. The Parties shall reasonably cooperate with each other to more accurately determine each Party's tax liability and to minimize such liability, to the extent legally permissible. In addition, Symbium shall provide and make available to Licensee any information regarding the computation of any such taxes as reasonably requested by Licensee. Symbium shall not pay any taxes based on the Services that Licensee and Symbium disagree on as to whether a tax is due without affording Licensee a reasonable amount of time after being called upon by the taxing authority to pay such tax to dispute the payment of such tax, at Licensee's expense, in the appropriate legal forum.

## 9. CONFIDENTIALITY

9.1. Confidentiality. Except as set forth in Sections 9.2 and 9.3, as applicable, Each Party agrees to maintain the confidentiality of the other Party's Confidential Information as defined herein. "Confidential Information" means all information concerning a Party's business not generally known to the public, whether or not marked as confidential. By way of illustration only, Confidential Information may include Licensee Data, trade secrets, know-how, inventions, contractual disclosures, techniques, processes, algorithms, software programs, schematics, software source documents,

contracts, customer lists, financial information, sales and marketing plans, information and business plans and other proprietary information, whether or not such information is marked as confidential. Confidential Information shall not include, even if it is marked as such, information that: (i) is already known to the receiving Party at the time of disclosure, which knowledge the receiving Party shall have the burden of proving; (ii) is, or, through no act or failure to act of the receiving Party, becomes publicly known; (iii) is readily observable and / or duplicable by the public; (iv) is legally received by receiving Party from a third party without restriction on disclosure; (v) is independently developed by receiving Party without reference to the Confidential Information of the disclosing Party; or (vi) is approved for release by written authorization of the disclosing Party. In maintaining the confidentiality of the other Party's Confidential Information, each Party shall use at least the same standard that Party uses for its own confidential information of similar type, and shall take necessary precautions not to disclose such information to any person except its officers, employees or subcontractors, who have a need to know in order to comply with the obligations of this Agreement. Each Party's officers, employees, and subcontractors shall be bound by the terms of this Section or a similar written agreement with terms no less protective of either Party's Confidential Information than this Agreement. Each Party acknowledges that any actual or threatened violation of this Section may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing Party shall be entitled to seek injunctive relief in addition to all other remedies available at law and/or in equity. Nothing in this Section shall prohibit Symbium from disseminating aggregated information that contains no Confidential Information of Licensee.

9.2. Public Agency Exceptions and CPRA. This Section 9.2 shall apply to any Licensee that is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA") or substantially similar requirements (the "Public Agency Exceptions"). Notwithstanding any other obligations set forth in Section 9, Licensee is not obligated to act in any way that is contrary to any requirements under the CPRA or Public Agency Exceptions. Symbium shall identify information that is protected under the CPRA or Public Agency Exceptions and shall clearly mark such information as "CONFIDENTIAL AND PROPRIETARY", including identification of the specific lines containing such confidential and proprietary information subject to nondisclosure. In the event of a request for such information, Licensee will provide written notice to Symbium prior to such disclosure. For information that Symbium wishes to protect from public disclosure, Symbium must obtain a protective order, injunctive relief or other appropriate remedy from a court of law in either San Francisco County or the Licensee's County before the Licensee is required to respond to the CPRA request. If Symbium fails to obtain such remedy within the time the Licensee is required to respond to the CPRA or Public Agency Exceptions request, Licensee may disclose the requested information.

9.3. Cooperation. In the event of any unauthorized use or disclosure or loss of any Confidential Information of the disclosing Party, the receiving Party shall promptly, at its own expense: (i) notify the disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting therefrom.

9.4. Limitation. Notwithstanding the provisions of this Section, Symbium may disclose Licensee's Confidential Information, which includes personally identifying information and End-user activity: (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that Symbium shall comply with any applicable protective order or equivalent and, unless prohibited by law, Symbium will employ commercially reasonable efforts to provide Licensee with prior written notice, so that Licensee has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Licensee for that purpose.

## 10. REPRESENTATIONS AND WARRANTIES

10.1. Power and Authorization. Each Party hereby represents, warrants, and covenants to the other Party that (i) it is duly organized, validly existing and in good standing under the Laws of the state of its domicile and is in good standing in each other jurisdiction in which such qualification is required by Law; (ii) it has power and authority to transact the business it transacts and proposes to transact and to execute and deliver this Agreement and to perform the obligations under this Agreement, and (iii) its entry into this Agreement does not violate or constitute a breach of any agreement to which it is a Party or otherwise bound.

10.2. Compliance with Law. Each Party hereby represents, warrants, and covenants to the other Party that in performing its obligations and exercising its rights under this Agreement, it will comply (and shall require all of its personnel providing Services hereunder to comply) with all applicable Laws.

10.3. By Licensee. Licensee hereby represents, warrants, and covenants to Symbium that: (i) it has obtained all the appropriate consents required by law to ensure that Licensee and Symbium have the right to use the Licensee Data in association with the Services and, if applicable, as described in Symbium's Privacy Policy; and (ii) it will not use the Service to collect, upload, retrieve, transmit, send, and/or store any sensitive personally identifiable information in violation of any applicable laws. Symbium reserves the right to delete any Licensee Data that is in violation of any terms in this Agreement or of any applicable laws.

10.4. Disclaimer of Additional Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SYMBIUM EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SYMBIUM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT FUTURE PRODUCT FEATURES OR FUNCTIONALITY.

## 11. INDEMNITIES

11.1. General Indemnities. Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party ("Indemnified Party") and its Affiliates and their respective officers, directors, employees, agents, contractors, successors, and assigns harmless from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) (collectively, "Losses") arising from or in connection with any actual judicial causes of actions by third parties (each a "Claim") to the extent such Claim is based on or arises from or relates to (i) any breach or default of any provision of this Agreement by the Indemnifying Party; or (ii) negligent or intentional acts or omissions caused by the Indemnifying Party or its Affiliates and their respective officers, directors, employees, agents, contractors, successors and assigns. Further, Licensee shall defend, indemnify, and hold Symbium harmless from any Losses arising from or in connection with any Claims to the extent that such Claim is based on or arises from or relates to Licensee's misappropriation or misuse of any Licensee Data or any of Licensee's obligations to third parties relating to such Licensee Data. Notwithstanding any Symbium obligations to indemnify Licensee in this Agreement, any indemnification by Symbium shall be limited to the actual amount covered by Symbium's insurance for that particular Claim.

11.2. Indemnification Procedure. Each Indemnified Party shall provide the Indemnifying Party with prompt written Notice of any Claim for which the Indemnified Party is seeking or may seek indemnification hereunder (provided that the failure of the Indemnified Party to promptly notify the indemnifying Party hereunder shall not relieve the Indemnifying Party of any liability with respect to the Claim, except to the extent the Indemnifying Party demonstrates that the defense of the Claim is prejudiced by such failure). The Indemnified Party shall provide reasonable cooperation (at the Indemnifying Party's expense) and retain full authority to defend or settle the Claim. The Indemnifying Party shall keep the Indemnified Party fully informed concerning the status of any litigation, negotiations or settlements of any such Claim. The Indemnified Party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing. The Indemnifying Party shall not have the right to settle any Claim if such settlement arises from or is part of any criminal action or proceeding, or contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party without the prior written consent of such Indemnified Party.

## 12. LIMITATION OF LIABILITY

12.1. THE LIABILITY OF SYMBIUM AND LICENSEE TO EACH OTHER FOR ANY AND ALL CAUSE(S) OF ACTION, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, TORT, NEGLIGENCE OR ANY OTHER), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE AVERAGE MONTHLY FEES CONVERTED TO AN ANNUALIZED BASIS. LICENSEE ACKNOWLEDGES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 12.1 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SYMBIUM WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SYMBIUM HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE LICENSEE WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PURSUANT TO THIS AGREEMENT.

12.2. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOST PROFITS, LOST USE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN



CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3. NOTWITHSTANDING THE FOREGOING, SECTION 12.1 AND SECTION 12.2 WILL NOT APPLY TO: (I) CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR CRIMINAL ACTS OR OMISSIONS; (II) BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY; (III) ANY THIRD PARTY CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT; OR (IV) THE BREACH BY EITHER PARTY OF THEIR REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10.

### 13. COOPERATION

13.1. Cooperation. Each Party shall inform the other Party of any legal claims, demands or complaints brought: (i) by a third party relating to the Services or products provided by Symbium to Licensee under this Agreement; or (ii) to any regulatory body relating to this Agreement or anything acquired hereunder. The Parties shall cooperate with each other with respect to the resolution of such complaints. For the avoidance of doubt, the Party against whom the complaint was made shall control the response to any regulatory body, if any, with respect to any such complaint.

### 14. TERM AND TERMINATION

14.1. Term. The initial term of this Agreement shall be as set forth in the applicable Order ("Initial Term") and shall thereafter be renewed by the Parties for recurring one (1) year periods ("Subsequent Term") unless either Party provides the other Party with at least thirty (30) days prior written notice of termination or intention not to renew prior to the commencement of the next annual period. The Initial Term and Subsequent Term may collectively be referred to as the "Term".

14.2. Termination for Breach. Either Party may terminate this Agreement upon written notice to the other Party if such other Party commits a material breach of this Agreement and does not cure such breach within fifteen (15) days following its receipt of notice thereof from the terminating Party. No refunds shall be issued to Licensee in the event of termination under this Section 14.2 by Symbium for an uncured material breach by Licensee. Symbium shall issue a prorated refund of prepaid but unused fees to Licensee in the event that Licensee terminates this Agreement under this Section 14.2 for an uncured material breach by Symbium. "Material breaches" include: (i) failure by Symbium to deliver the Services as agreed under this Agreement; (ii) any breach of Section 7 (Proprietary Information); (iii) any failure by Licensee to pay fees when due; (iii) or any breaches by either Party of Sections 3 (License), 9 (Confidentiality), 10 (Representations and Warranties), 11 (Indemnities), or 13 (Cooperation). Any termination of this Agreement will automatically terminate any incorporated Orders.

14.3. Suspension of Services. Any unauthorized access, use of passwords or Services, or other abuse or impermissible activity on Symbium's Site or in connection with Symbium's Services may result in immediate suspension of access to certain Solutions or termination of this Agreement with no refund and without limitation of any other available legal remedies. Symbium may suspend Licensee's access to any Services until all overdue payments are paid in full. Delinquent invoices are subject to interest of one percent (1.0%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Licensee will continue to be charged for the remainder of the term for any delinquent accounts. Licensee acknowledges and agrees that, unless otherwise required in this Agreement, Symbium has no obligation to retain any data on behalf of Licensee and that such data, if any, may be irretrievably deleted upon termination of this Agreement.

14.4. Remedies Not Limiting. The remedies provided in this Section 14 are in no way limiting of one another or of any other rights and remedies granted to either Party under this Agreement. Symbium may choose to, but is not required to, place Licensee's account on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action.

### 15. MISCELLANEOUS

15.1. Notices. Any demand, notice, or other communication required or permitted hereunder shall be effective if in writing and either sent by trackable courier or email to the recipients listed in the Order. Notices by courier shall be effective upon proof of delivery by either Party. Email notices shall be effective upon confirmation of receipt by the receiving Party. Either Party may change its notice address by providing the other Party with notice of the change in the same manner required in this Section 15.1.

15.2. Assignment; Binding Effect. Neither Party shall assign or transfer this Agreement nor delegate any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably

withheld. Notwithstanding the foregoing, upon written notice to Licensee, Symbium may assign this Agreement to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and permitted assigns.

15.3. Dispute Resolution; Equitable Relief. The Parties agree that, in the event of a dispute or alleged breach, they shall first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing shall not apply to, and shall not prevent a Party from seeking immediate relief in the event of, disputes involving the confidentiality or data protection provisions of this Agreement or infringement of intellectual property rights (in which case either Party shall be free to seek available remedies in a court of competent jurisdiction in accordance with the Governing Law Section of this Agreement).

15.4. Entire Agreement; Amendment. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous representations, discussion, negotiations, letters, proposals agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement may be amended, modified or supplemented only in a writing duly executed by an authorized representative of each of Licensee and Symbium.

15.5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions. For any disputes that are not resolved by way of good faith negotiations and settlement, the Parties hereby consent to the exclusive venue and jurisdiction for actions concerning or relating to this Agreement in the federal or state courts of San Francisco, County of San Francisco, California.

15.6. Headings. The section headings in this Agreement are for reference and convenience only and do not explain, modify, interpret, or expand the provisions of this Agreement.

15.7. Independent Contractors. In making and performing under this Agreement, the Parties are acting and shall act as independent contractors and not that of master and servant or partnership. Neither Party is, nor will be deemed to be, an agent, legal representative, joint venture, or partner of the other Party for any purpose. Neither Party shall have any authority to act for or to bind the other Party in any respect, nor shall either Party hold itself out as having such authority. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, and other laws.

15.8. Severability. If any of the provisions of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be ineffective to the extent of such invalidity or unenforceability while the other provisions hereof shall remain in full force and effect.

15.9. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party against whom it is asserted. Any consent by any Party to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any continuing, different, or subsequent breach of this Agreement by such Party.

15.10. Survival. The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive, including, but not limited to the following Sections: 7 (Proprietary Rights), 9 (Confidentiality), 10 (Representations and Warranties), 11 (Indemnities), and 12 (Limitation of Liability).

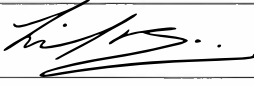
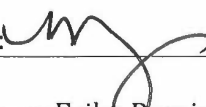
15.11. Controlling Document. Notwithstanding any inconsistent or additional terms and conditions which may be contained in a purchase order, invoice, voucher or other similar document issued by either Party, such document shall be for issuing Party's internal purposes only and the terms and conditions of this Agreement shall prevail. Therefore, even if such document is acknowledged or accepted by the receiving Party and regardless of any statement to the contrary which may be contained therein, the inconsistent or additional terms and conditions of such purchase order, invoice, voucher or other similar document shall have no force or effect on this Agreement.

15.12. Interpretation; Construction. Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular, the singular the plural, the part the whole, (ii) references to any gender include all genders, (iii) "or" has the inclusive meaning frequently identified with the phrase "and/or," (iv) "including" has the inclusive meaning frequently identified with the phrase "but not limited to," and (v) references to "hereunder" or "herein" relate to this Agreement. The Parties agree that this Agreement is the result of careful negotiations between sophisticated Parties

and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

15.13. Signature/Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both Parties. A facsimile signature or electronic signature (or e-signature) shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

<b>SYMBIUM CORP.</b>	<b>CITY OF SAN FERNANDO</b>
By: 	By: 
Name: Leila Banijamali	Name: Erika Ramirez
Title: CEO	Title: Director of Community Development
Email: leila@symbium.com	Email: eramirez@sfcity.org
Date: October 5, 2023	Date: 10/4/23

**EXHIBIT A-1 – ORDER**

This Order, once executed, is governed by the Symbium Master Licensing Agreement between Symbium Corp. ("Symbium") and City of San Fernando ("Licensee") (the "Agreement"). All fees set forth herein are due pursuant to the terms of the Agreement. All capitalized terms used but not defined herein will have the meaning assigned to them in the Agreement. This Order shall control in the event of any conflict between this Order and the Agreement.

<b>Prepared For:</b> City of San Fernando	<b>Order No.:</b> SANFERNANDO-001	<b>Make Payment to:</b> Symbium Corp.
<b>City of San Fernando</b> Kanika Kith, Deputy City Manager 117 Macneil St. San Fernando, CA 91340 kkith@sfcity.org	<b>Initial Term:</b> 2 years  <b>Payment Frequency:</b> N/A	<b>Symbium Corp.</b> 912 Cole St., #375 San Francisco, CA 94117  support@symbium.com

SaaS Solution / Service	Description	Billing
<b>Symbium's Citizen's Dashboard for SB379 Compliance</b>	<ul style="list-style-type: none"> <li>Web-based public-facing automated plan review for solar energy systems as required by SB379</li> <li>\$25 Symbium service fee per permit, charged to applicants at point of sale.</li> </ul>	\$60,000 for initial configuration, discounted to \$0 as part of Symbium SB379 Pilot Program.
<b>Symbium Express Permits</b>	<ul style="list-style-type: none"> <li>Web-based public-facing automated plan review for additional electrification and no-plan permits, as requested by Licensee.</li> <li>\$25 Symbium service fee per permit, charged to applicants at point of sale.</li> </ul>	\$60,000 for initial configuration, discounted to \$0 as part of Symbium Express Pilot Program.
<b>Included Integrations</b>	Read-write integrations into existing permit tracking system (PTS), given available APIs.	\$0
<b>Ongoing Support and Maintenance</b>	Quarterly updates	\$0
<b>Total</b>		<b>\$0</b>


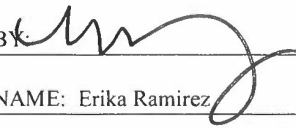
Additional Terms and Conditions:

- Unless noted otherwise, the pricing above includes initial implementation and training to ensure proper use.
- Symbium shall be the exclusive provider of the Services for Licensee during the Term.
- Any additional Solutions or Services requested by Licensee that exceed the scope of this Order shall be subject to a separate signed Order between the Parties.
- Support is available by email: support@symbium.com.

## ACCEPTED AND AGREED BY:

Symbium Corp.

City of San Fernando

BY:  DATE: 10/5/2023	BY:  DATE: 10/4/23
NAME: Leila Banijamali	NAME: Erika Ramirez
TITLE: CEO	TITLE: Director of Community Development
EMAIL: leila@symbium.com	EMAIL: eramirez@sfcity.org





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

**From:** Nick Kimball, City Manager  
By: Michael E. Okafor, Personnel Manager

**Date:** November 28, 2023

**Subject:** Consideration to Adopt a Resolution Amending the Fiscal Year 2023-2024 Salary Plan to Implement Changes in the Minimum Wage and the San Fernando Police Officers' Association Memorandum of Understanding

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8271 (Attachment "A") amending the Fiscal Year (FY) 2023-2024 Salary Plan to implement changes in the minimum wage and changes in the San Fernando Police Officers' Association (SFPOA) Memorandum of Understanding (MOU); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On April 4, 2016, Governor Jerry Brown approved Senate Bill 3 (SB 3), which mandated new minimum wage rates for all employees in California from 2017 through 2023, ranging from \$10.50 per hour in 2017 to \$15.50 per hour in 2023, for employers in California.
2. On January 1, 2017, November 20, 2017, December 3, 2018, February 3, 2020, January 19, 2021, and January 17, 2023, respectively, the City Council approved amendments to the City Salary Plan to implement the following minimum wage increases: \$10.50 per hour in 2017, \$11 per hour in 2018, \$12 per hour in 2019, \$13 per hour in 2020, \$14 per hour in 2021, \$15 per hour in 2022, and \$15.50 per hour in 2023.
3. On July 31, 2023, Governor Gavin Newsom certified a minimum wage increase to \$16 per hour effective January 1, 2024. The new rate will apply to all employers, regardless of how many individuals they employ.

**Consideration to Adopt a Resolution Amending the Fiscal Year 2023-2024 Salary Plan to Implement Changes in the Minimum Wage and the San Fernando Police Officers' Association Memorandum of Understanding**

Page 2 of 4

---

4. On November 6, 2023, the City Council approved a four and half-year Memorandum of Understanding (MOU) (Contract No. 2210) with SFPOA that includes certain provisions in employee wages for FY 2023-2024.

**ANALYSIS:**

Part-time Employees Minimum Wage Increase.

The purpose of a minimum wage is to establish a legally mandated baseline compensation level that ensures workers receive a fair and reasonable income for their labor, preventing employers from paying wages below a certain threshold. It is intended to protect workers from exploitation, reduce income inequality, and help provide a basic standard of living by ensuring that individuals employed in low-paying jobs earn a wage deemed sufficient to cover essential living expenses such as food, housing, and healthcare.

Most employers in California are subject to both the Federal and State minimum wage laws, and employers must follow the stricter standard; that is, the one that is most beneficial to the employee. Since California's current law requires a higher minimum wage rate than does the Federal law (which is \$7.25 per hour), all employers in California who are subject to both laws must pay the State minimum wage rate unless their employees are exempt under California law. Similarly, if a City or County has adopted a higher minimum wage, employees must be paid the local wage where it is higher than the State or Federal minimum wage rates.

Due to the enactment of SB 3, California minimum wage increased incrementally as follows since January 2017:

- a. January 1, 2017: \$10.50 per hour
- b. January 1, 2018: \$11.00 per hour
- c. January 1, 2019: \$12.00 per hour
- d. January 1, 2020: \$13.00 per hour
- e. January 1, 2021: \$14.00 per hour
- f. January 1, 2022: \$15.00 per hour
- g. January 1, 2023: \$15.50 per hour
- h. January 1, 2024: \$16.00 per hour

To implement the new minimum wage effective January 1, 2024, it is necessary to amend the FY 2023-2024 Salary Plan to reflect the increase to \$16.00 per hour. Seven part-time job classifications are impacted by the January 1, 2024 increase, and those are reflected in Resolution No. 8271 (Attachment "A").



**Consideration to Adopt a Resolution Amending the Fiscal Year 2023-2024 Salary Plan to Implement Changes in the Minimum Wage and the San Fernando Police Officers' Association Memorandum of Understanding**

Page 3 of 4

---

SFPOA MOU Changes.

Pursuant to City Council approval of the new MOU (Contract No. 2210) with SFPOA, it is necessary to amend the FY 2023-2024 Salary Plan to reflect, as well as implement applicable changes and provisions in salaries and benefits effective January 1, 2024.

The most significant changes for FY 2023-2024 are highlighted below:

1. Salary: January 1, 2024: 4.0%
2. Retiree Health Savings: Effective January 1, 2024, the City shall increase the Retiree Health Savings contribution for eligible employees from \$150 per month to \$150 per pay period.
3. Short-term/Long-term Disability (STD/LTD): Effective January 1, 2024, the City shall remove unit members from the City's STD/LTD insurance, and transmit \$80 per unit member to the SFPOA to provide STD/LTD insurance to their respective members.
4. Flexible Spending Account: Effective January 1, 2024, the City shall establish a Flexible Spending Account (FSA) program, which will be funded solely by employees who voluntarily choose to participate and contribute.
5. Uniform Allowance: Effective January 1, 2024, the City shall increase the City-paid annual uniform allowance from \$800 to \$960, and provide one all-weather jacket every five years.
6. Holiday Pay: Effective January 1, 2024, the City shall agree to add Juneteenth (June 19) as a recognized City-paid holiday.
7. Pre-employment Contract: Effective January 1, 2024, pre-employment contracts shall be limited to pre-academy recruits only, and reduced from 36 months to 24 months. Reimbursable costs shall include academy tuition, housing (if applicable), and any equipment not returned in good condition upon separation.

**BUDGET IMPACT:**

The total additional cost of the State mandated minimum wage increase for FY 2023-2024, from January 1, 2024 through June 30, 2024, is approximately \$12,000. Sufficient funds are included in the FY 2023-2024 Adopted Budget to cover the cost of this increase.

The total annual net additional cost of the approved SFPOA MOU for FY 2023-2024 is outlined in the table below:

**Consideration to Adopt a Resolution Amending the Fiscal Year 2023-2024 Salary Plan to Implement Changes in the Minimum Wage and the San Fernando Police Officers' Association Memorandum of Understanding**

Page 4 of 4

---

<b>Fiscal Year</b>	<b>General Fund</b>	<b>Retirement Fund</b>
2023-2024 Additional Cost (4%)	\$ 200,000	\$ 29,000

Sufficient contingency funds and salary savings have been included in the FY 2023-2024 Adopted Budget to cover the additional cost.

**CONCLUSION:**

It is recommended that the City Council approve the amended Salary Plan, which is necessary to comply with the State-mandated minimum wage laws and implement the provisions in the approved MOU (Contract No. 2210) between the City and SFPOA.

**ATTACHMENT:**

A. Resolution No. 8271

**RESOLUTION NO. 8271**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 8244, ADOPTED JUNE 20, 2023, AND RESOLUTION NO. 8251, ADOPTED AUGUST 7, 2023**

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

**SECTION 1:** That that portion of Section 1 of Resolution No. 8244, adopted June 20, 2023, as amended, be further amended by deleting "Schedule H For Part-Time Hourly Employees" on page 5, and replacing it with the following, which includes ranges for classifications directly impacted by the minimum wage increases. This shall be effective January 1, 2024:

<b>SCHEDULE H</b>					
<b>FOR</b>					
<b>PART-TIME HOURLY EMPLOYEES (MINIMUM WAGE)</b>					
<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>44</b>	<b>16.00</b>	<b>16.68</b>	<b>17.38</b>	<b>18.13</b>	<b>18.91</b>
<b>45</b>	<b>16.28</b>	<b>16.99</b>	<b>17.77</b>	<b>18.57</b>	<b>19.41</b>
<b>47</b>	<b>16.77</b>	<b>17.50</b>	<b>18.27</b>	<b>19.07</b>	<b>19.89</b>
<b>52</b>	<b>17.57</b>	<b>18.33</b>	<b>19.12</b>	<b>19.95</b>	<b>20.83</b>
<b>71</b>	<b>21.08</b>	<b>22.07</b>	<b>23.15</b>	<b>24.25</b>	<b>25.39</b>

**SECTION 2:** That that portion of Section 1 of Resolution No. 8244, adopted June 20, 2023, and Section 2 of Resolution No. 8251, adopted August 7, 2023, as amended, be further amended by deleting "Schedule H For Part-Time Hourly Employees" on pages 5 and 1, respectively, and replacing them with the following, which includes ranges for classifications that are full-time equivalent job classifications. This shall remain in effect through June 30, 2024:

<b>SCHEDULE HFE</b>					
<b>FOR</b>					
<b>PART-TIME HOURLY EMPLOYEES – FULL-TIME EQUIVALENT</b>					
<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>62</b>	<b>17.13</b>	<b>18.07</b>	<b>19.07</b>	<b>20.12</b>	<b>21.22</b>
<b>100</b>	<b>23.68</b>	<b>24.98</b>	<b>26.35</b>	<b>27.81</b>	<b>29.32</b>
<b>104</b>	<b>24.77</b>	<b>26.14</b>	<b>27.57</b>	<b>29.08</b>	<b>30.68</b>
<b>122</b>	<b>30.25</b>	<b>31.90</b>	<b>33.64</b>	<b>35.49</b>	<b>37.43</b>

**SECTION 3:** That that portion of Section 1 of Resolution 8244, adopted June 20, 2023, as amended, be further amended by deleting “Schedule H For Part-Time Hourly Employees” on page 5, and replacing it with the following, which includes general part-time job classifications that are above the minimum wage. This shall remain in effect through June 30, 2024:

SCHEDULE HG					
FOR					
PART-TIME HOURLY EMPLOYEES – GENERAL (ABOVE MINIMUM WAGE)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
62	17.20	18.03	19.02	20.07	21.15
71	20.42	21.38	22.43	23.49	24.60

**SECTION 4:** That that portion of Section 1 of Resolution 8244, adopted June 20, 2023, as amended, be further amended by deleting “Schedule P For Full-Time Sworn Police Employees” on page 7, and replacing it with the following, which shall be effective the first full pay period that includes January 1, 2024:

SCHEDULE P					
FOR					
SWORN POLICE EMPLOYEES – (SFPOA)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
73	7138	7529	7948	8378	8844
95	8872	9361	9877	10420	10996

**SECTION 5:** That that portion of Section 1 of Resolution 8244, adopted June 20, 2023, as amended, be further amended by deleting “Schedule PFE For Hourly Police Service Employees - Full-Time Equivalent” on page 7, and replacing it with the following, which shall be effective the first full pay period that includes January 1, 2024:

SCHEDULE PFE					
FOR					
HOURLY POLICE SERVICE EMPLOYEES – FULL-TIME EQUIVALENT (UNREPRESENTED)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
140	41.18	43.44	45.85	48.33	51.02



**SECTION 6:** That effective January 1, 2024, that the portion of Sub-section B of Section 2 of Resolution 8244, adopted June 20, 2023, as amended, be further amended by deleting the Salary Schedule on Pages 11 and 12 for the job classifications specified hereunder, and replacing it with the following "Salary Steps A thru E," which represents a three and twenty-three hundredths percent (3.23%) minimum wage increase:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Crossing Guard	<b>44H</b>	<b>16.00</b>	<b>16.68</b>	<b>17.38</b>	<b>18.13</b>	<b>18.91</b>
Day Camp Counselor	<b>44H</b>	<b>16.00</b>	<b>16.68</b>	<b>17.38</b>	<b>18.13</b>	<b>18.91</b>
Junior Cadet	<b>45H</b>	<b>16.28</b>	<b>16.99</b>	<b>17.77</b>	<b>18.57</b>	<b>19.41</b>
Recreation Leader I	<b>44H</b>	<b>16.00</b>	<b>16.68</b>	<b>17.38</b>	<b>18.57</b>	<b>18.91</b>
Recreation Leader II	<b>47H</b>	<b>16.77</b>	<b>17.50</b>	<b>18.27</b>	<b>19.07</b>	<b>19.89</b>
Recreation Leader III	<b>71H</b>	<b>21.08</b>	<b>22.07</b>	<b>23.15</b>	<b>24.25</b>	<b>25.39</b>
Senior Day Camp Counselor	<b>52H</b>	<b>17.57</b>	<b>18.33</b>	<b>19.12</b>	<b>19.95</b>	<b>20.83</b>

**SECTION 7:** That effective July 1, 2023, that the portion of Sub-section B of Section 2 of Resolution 8244, adopted June 20, 2023, as amended, be further amended by maintaining the Salary Schedule on Pages 11 and 12 for the job classifications specified hereunder, with the following "Salary Steps A thru E," which are above the minimum wage:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Maintenance Helper	<b>62HG</b>	<b>17.20</b>	<b>18.03</b>	<b>19.02</b>	<b>20.07</b>	<b>21.15</b>
Community Preservation Officer	<b>122HFE</b>	<b>30.25</b>	<b>31.90</b>	<b>33.64</b>	<b>35.49</b>	<b>37.43</b>
Community Service Officer	<b>104HFE</b>	<b>24.77</b>	<b>26.14</b>	<b>27.57</b>	<b>29.08</b>	<b>30.68</b>
Management Intern	<b>71HG</b>	<b>20.42</b>	<b>21.38</b>	<b>22.43</b>	<b>23.49</b>	<b>24.60</b>
Office Clerk	<b>62HFE</b>	<b>17.13</b>	<b>18.07</b>	<b>19.07</b>	<b>20.12</b>	<b>21.22</b>
Personnel Office Clerk	<b>62HFE</b>	<b>17.13</b>	<b>18.07</b>	<b>19.07</b>	<b>20.12</b>	<b>21.22</b>
Police Records Specialist	<b>100HFE</b>	<b>23.68</b>	<b>24.98</b>	<b>26.35</b>	<b>27.81</b>	<b>29.32</b>

**SECTION 8:** That effective the first day of the first full pay period that includes January 1, 2024, that the portion of Sub-section A of Section 2 of Resolution No. 8244, adopted June 20, 2023, as amended, be further amended by deleting the Salary Schedule on Page 9 for the job classifications specified hereunder, and replacing it with the following "Salary Steps A thru E," which represents a four percent (4%) wage increase:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Police Cadet	<b>73P</b>	<b>7138</b>	<b>7529</b>	<b>7948</b>	<b>8378</b>	<b>8844</b>
Police Officer	<b>73P</b>	<b>7138</b>	<b>7529</b>	<b>7948</b>	<b>8378</b>	<b>8844</b>
Police Sergeant	<b>95P</b>	<b>8872</b>	<b>9361</b>	<b>9877</b>	<b>10420</b>	<b>10996</b>

**SECTION 9:** That effective the first day of the first full pay period that includes January 1, 2024, that the portion of Sub-section B of Section 2 of Resolution No. 8244, adopted June 20, 2023, as amended, be further amended by deleting the Salary Schedule on Page 11 for the job classifications specified hereunder, and replacing it with the following, which represents a four percent (4%) wage increase:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Police Cadet	<b>140PFE</b>	<b>41.18</b>	<b>43.44</b>	<b>45.85</b>	<b>48.33</b>	<b>51.02</b>
Police Officer	<b>140PFE</b>	<b>41.18</b>	<b>43.44</b>	<b>45.85</b>	<b>48.33</b>	<b>51.02</b>

**SECTION 10:** That that portion of Sub-sections D of Section 3 of Resolution No. 8244, adopted June 20, 2023, as amended, be further amended by deleting the specified benefits on pages 30 thru 35, and replacing them with the following benefits for the San Fernando Police Officers' Association (SFPOA) bargaining unit employees, effective the first full pay period that includes January 1, 2024:

(1) **SALARY**

- A. Effective on the first day of the first full pay period that includes January 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

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**

The City shall pay longevity to all eligible unit employees 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 (7.5%) 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 of \$46.15 per pay period to 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.

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

**(4) FIELD TRAINING OFFICER**

The City shall provide special assignment pay to any sworn employee whom the Department designates as a Field Training Officer (FTO) in the amount of six percent (6%) 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 C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Training Premium.

**(5) MOTOR OFFICER**

The City shall provide special assignment pay to any sworn employee who works as a Motor 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 C.C.R. §571(a)(4) and C.C.R. §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 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, the six percent (6%) special assignment pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Canine Officer/Animal Premium.

**(7) DETECTIVES**

The City shall provide special assignment pay to any sworn employee who works as a Detective 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 C.C.R. §571(a)(4) and C.C.R. §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 C.C.R. §571.1(b)(3), D.A.R.E. Premium.

**(9) POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS**

To receive Post Certificate and/or Educational Incentive Pay, employees must present certificates or degrees to the City's Personnel Office for verification and payroll



processing. The employee shall be paid effective from the date the certificate or degree was 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 Bachelor of 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 Master of 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 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 four percent (4%) for the Bachelor’s degree and four percent (4%) for the Intermediate POST certificate, 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 two and one-half percent, for a total of ten and one-half percent (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 2 C.C.R. §571(a)(2) and 2 C.C.R. §571.1(b)(2), Educational Incentive or POST Incentive, as applicable.

**(10) RETIREE HEALTH SAVINGS**

Effective January 1, 2024, the City shall increase the Retiree Health Savings contribution for eligible employees from \$150 per month to \$150 per pay period.

**(11) SHORT-TERM/LONG-TERM DISABILITY (STD/LTD)**

Effective January 1, 2024, the City shall remove unit members from the City’s STD/LTD insurance, and transmit \$80 per unit member to the SFPOA to provide STD/LTD insurance to their respective members.

**(12) FLEXIBLE SPENDING ACCOUNT**

Effective January 1, 2024, the City shall establish a Flexible Spending Account (FSA) program, which will be funded solely by employees who voluntarily choose to participate and contribute.

**(13) UNIFORM ALLOWANCE**

The City shall provide employees a uniform allowance of \$36.92 each pay period (\$960 per year). In addition, beginning in 2025, the City shall provide each unit employee with one all-weather jacket once every five years.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all "Classic" members pursuant to C.C.R. §571(a)(5), Uniform Allowance.

**(14) OVERTIME**

Employees shall receive one and one-half (1.5) times 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 time worked beyond their regularly scheduled hours shall be compensated at one and one-half (1.5) times their Regular Rate of Pay. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time banks exceed one hundred (100) hours.

Employees who work a 3/12 - 4/12 schedule shall receive one and one-half (1.5) times their Regular Rate of Pay for hours 80.01 through 84 of each bi-weekly pay period, even though they are part of their regularly scheduled hours.

**(15) 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 (1.5) 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 Fair Labor Standards Act.

**(16) CALL BACK COMPENSATION**

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

- A. When the employee is required to physically reports for duty, 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 three (3) hours.
- B. When the employee is required to performs 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.

**(17) ON-CALL/STAND-BY FOR COURT**

Employees who, during their off-duty hours, are scheduled to appear in court on behalf of the City shall be paid at one and one-half (1.5) times their 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 (2) hours.

**(18) COURT APPEARANCE PAY**

Any employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1.5) times his/her Regular Rate of Pay for the duration of the court appearance, with a minimum of two (2) hours.

**(19) ACTING OUT OF CLASS**

Any employee 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, at whichever step provides the employee with a minimum increase in compensation of five percent (5%), but in no event higher than the top step, 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.

**(20) OTHER BENEFITS**

For other benefits such as pre-employment contract, holiday leave, medical, dental, vision insurance, and retirement that apply to Schedule P, please refer to their MOU (Contract No. 2210).

**SECTION 11:** Except as amended herein, all other provisions of Resolution No. 8244, adopted June 20, 2023, remains unchanged and in full force and effect.

**SECTION 12:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 28<sup>th</sup> day of November, 2023.

---

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

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8271, 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

**From:** Nick Kimball, City Manager  
By: Carlos Hernandez, Assistant to the City Manager

**Date:** November 28, 2023

**Subject:** Consideration to Adopt a Resolution to Appropriate Specified Grant Funds for \$5,000,000 from the 2022-2023 California State Budget to the City of San Fernando for a One-time Grant to the Boys & Girls Club of San Fernando Valley

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8273 (Attachment "A") appropriating \$5,000,000 in funds for the Boys & Girls Club of San Fernando Valley Program and Facility Upgrades project; and
- a. Authorize the City Manager to execute all related documents.

### BACKGROUND:

1. On August 24, 2022, the Boys & Girls Club of San Fernando Valley (BGCSFV) and Assemblymember Luz Rivas (District 39) submitted a \$5,000,000 budget request to the State Assembly for funding building improvements and programming to the BGCSFV.
2. On August 31, 2022, the BGCSFV received notification that the budget request had been approved and the City of San Fernando agreed to act as a Lead Public Agency in a fiduciary capacity to accept, manage, and oversee the grant requirements working with the BGCSFV.
3. On November 18, 2022, the City attended a grant funding workshop and received instructions from the California Department of Parks and Recreation (CADPR) to approve the attached resolution to formally accept the grant award on behalf of the BGCSFV.
4. On December 5, 2022, the City adopted Resolution No. 8199, accepting specified funds in the amount of \$5,000,000 from the California Department of Parks and Recreation, and authorizing the City to act as Lead Public Agency in a fiduciary capacity to provide the funding to the Boys & Girls Club of San Fernando Valley.

**Consideration to Adopt a Resolution to Appropriate Specified Grant Funds for \$5,000,000 from the 2022-2023 California State Budget to the City of San Fernando for a One-time Grant to the Boys & Girls Club of San Fernando Valley**

Page 2 of 3

---

**ANALYSIS:**

The Boys & Girls Club of San Fernando Valley (BGCSFV) is a youth and family-oriented nonprofit organization dedicated to promoting the educational, vocational, social, and character developments of boys and girls between the ages of 6 and 17. For 50 years, the BGCSFV has been at the forefront of youth development in the community of Pacoima, working with young people from disadvantaged economic, social, and family circumstances. The BGCSFV has actively sought to enrich the lives of girls and boys whom other youth agencies failed to reach. To date, the Club is the oldest nonprofit full service youth agency in Pacoima, operating out of a 30,000 square-foot complex.

The grant funding from CADPR will allow the BGCSFV to perform vital building maintenance and safety upgrades for the Parent and Teen Technology Centers, electrical re-wiring for their eSports room, improve air conditioning and circulation throughout the facility, refurbish and replace playground equipment, and re-plant drought tolerant plants for a Meditation Garden.

The funding will also help the BGCSFV close the digital divide by expanding access to laptops, notebooks and homework assistance. Additional afterschool programs will focus on STEAM activities that would not only assist youth in the classroom but also translate to the introduction of other unique career and vocational opportunities. Youth mentorship and counseling will be interwoven into activities to combat learning loss and mental health issues that are on the rise as youth transition back into a post-pandemic learning environment.

**City Responsibilities:**

In order to accept the funding from the CADPR, the BGCSFV has requested the City to act as the Lead Public Agency to receive and disburse the funding. As the Lead Public Agency acting in a fiduciary capacity, the City will have the following responsibilities:

- Review, sign, and submit the grant application as the Applicant.
- Process grant payments and reimbursements.
- Submit progress reports and other project documentation with support from the BGCSFV, and retain documents for up to five years after project completion.

To recover the costs associated with acting as fiduciary, the City will enter into an agreement to receive reimbursement of up to five percent (5%) of total award to cover the cost of duties as Lead Public Agency (e.g. staff costs, city attorney fees, supplies, etc.).

**Consideration to Adopt a Resolution to Appropriate Specified Grant Funds for \$5,000,000 from the 2022-2023 California State Budget to the City of San Fernando for a One-time Grant to the Boys & Girls Club of San Fernando Valley**

Page 3 of 3

---

**BGCSFV Responsibilities:**

- Deliver building upgrades and develop programs, which includes the following:
  - Hire/contract contractors to implement building upgrades at the Boys & Girls Club complex in Pacoima.
  - Hire/contract staff to support additional programming.
- BGCSFV receives up to 95% of the total award to provide the building upgrades and programming described above.

**BUDGET IMPACT:**

The \$5,000,0000 in State funding will be transmitted primarily on a reimbursement basis for the Boys & Girls Club of San Fernando Valley Programs and Facility Upgrades project with the City acting in a fiduciary capacity as the Lead Public Agency. Adoption of the attached Resolution is necessary to amend the FY 2023-2024 Adopted Budget to appropriate Capital Grant Fund (010) revenues and expenditures. This is the final step in approving funding from the California Department of Parks and Recreation.

**CONCLUSION:**

Staff recommends that the City Council adopt the attached resolution to appropriate funding for the Boys & Girls Club of San Fernando Valley Programs and Facility Upgrades project.

**ATTACHMENT:**

A. Resolution to No. 8273



**RESOLUTION NO. 8273**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 ADOPTED ON JUNE 20, 2023, REGARDING FUNDING FOR THE BOYS & GIRLS CLUB OF SAN FERNANDO VALLEY PROGRAM AND FACILITY UPGRADES PROJECT**

**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 grant funds through the California Department of Parks and Recreation and appropriate funds for the Boys & Girls Club of San Fernando Valley Program and Facility Upgrades Project; and

**WHEREAS**, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2023 and ending July 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:

**BOYS & GIRLS CLUB OF SAN FERNANDO VALLEY PROGRAM AND FACILITY UPGRADES PROJECT**

Increase in Revenues	<u>\$5,000,000</u>
Account No. 010-3686-0537	

Increase in Expenditures	<u>\$5,000,000</u>
Account No. 010-105-0537-4101	250,000
010-105-0537-4260	1,250,000
010-105-0537-4300	593,500
010-105-0537-4600	2,906,500

**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 28<sup>th</sup> day of November, 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8273, 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia Fritz, City Clerk

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*





## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez

**From:** Nick Kimball, City Manager  
By: Richard Padilla, Assistant City Attorney  
Julia Fritz, City Clerk

**Date:** November 28, 2023

**Subject:** A 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;
- b. 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.
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.

**A 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**

Page 2 of 7

---

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.

**ANALYSIS:**

Councilmembers may receive a salary and benefits for their service on the City Council pursuant to Government Code<sup>1</sup> Sections 36516 and 53200 - 53210. Under Section 53208, there is no Section 1090<sup>2</sup> 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)).

---

<sup>1</sup> All statutory references are to the Government Code unless otherwise stated.

<sup>2</sup> Government Code Section 1090 prohibits an officer, employee, or agency from participating in making government contracts in which the official or employee within the agency has a financial interest. Section 1090 applies to virtually all state and local officers, employees, and multimember bodies, whether elected or appointed, at both the state and local level.

**A 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**

Page 3 of 7

---

**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.<sup>3</sup>

*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 reimburse<sup>4</sup> a Councilmember for actual and necessary expenses incurred in the performance of official duties are also not considered part of the salary authorized under Section 36516.

*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)).

---

<sup>3</sup> 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.

<sup>4</sup> As to reimbursement for vehicle usage, while some public agencies reimburse based on a mileage reimbursement process, others reimburse through a flat allowance authorized by statute and case law that permits such allowances when empirically demonstrable information shows that the allowance matches actual and necessary expenses incurred. (Section 1223; *Citizen Advocates, Inc. v. Board of Supervisors*, 146 Cal. App. 3d 171, 194 Cal. Rptr. 61 (1983); See also *Albright v. City of South San Francisco*, 44 Cal. App. 3d 866, 118 Cal. Rptr. 901 (1975)). The California Attorney General has also opined that statutes enacted in 2006 relating to expense reimbursement were not intended to supersede Section 1223, the earlier-enacted allowance statute that authorizes local officials to “contract” for an allowance or mileage rate for automobile owned, rented or used in the performance of official duties. See 93 Cal. Ops Atty Gen. 9 (2010).

**A 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**

Page 4 of 7

---

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:  $20 \times 5\% = 100\%$ .<sup>5</sup> 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. 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.

---

<sup>5</sup> 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.

**A 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**

Page 5 of 7

---

**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 offered 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)).

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 20323(b)).<sup>6</sup> 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) Automobile Allowance. 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.

---

<sup>6</sup> Section 20039 states that final compensation of a local elective officer on a City Council accrued while in membership pursuant to Section 20322, will be based on the highest average annual compensation earnable by the member during the period of employment in each elective or appointed office. This applies to all elected or appointed City Council Councilmembers who have been elected or appointed on or after July 1, 1994.



**A 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**

Page 6 of 7

---

- (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) Retirement. City Councilmembers shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws for elected officials.
- (d) Technology Reimbursement. 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) Travel and Reimbursement Policy. 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.

**A 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**

Page 7 of 7

---

**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 staggered 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 ADOPTED** by the City Council of the City of San Fernando this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
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

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1720 which was introduced on November 28, 2023 and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

---

Julia 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  
REIMBURSEMENT 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) Automobile Allowance. 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) Retirement. City Councilmembers shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws for elected officials.
- (d) Technology Reimbursement. 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) General Travel and Reimbursement Policy. 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 28<sup>TH</sup> day of November, 2023.**

---

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

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8272 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 28<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Julia 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. 8162 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 non-elective officers and employees of the City of San Fernando:

- **SCHEDULE "C":           FOR CONFIDENTIAL EMPLOYEES (UNREPRESENTED)**
- **SCHEDULE "DH":       FOR DEPARTMENT HEADS (UNREPRESENTED)**
- **SCHEDULE "G":         FOR GENERAL - SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION (SFPEA)**
- **SCHEDULE "GPD":      FOR GENERAL - SAN FERNANDO POLICE CIVILIANS' ASSOCIATION (SFPCA)**
- **SCHEDULE "H":         FOR HOURLY EMPLOYEES - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "HFE":      FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "M":         FOR MANAGEMENT EMPLOYEES - SAN FERNANDO MANAGEMENT GROUP (SFMG)**
- **SCHEDULE "MP":        FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION MANAGEMENT UNIT (SFPOA-PMU)**
- **SCHEDULE "P":         FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION (SFPOA)**
- **SCHEDULE "PFE":       FOR HOURLY FULL-TIME EQUIVALENT – POLICE SERVICE EMPLOYEES**

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



**SCHEDULE C  
FOR  
CONFIDENTIAL EMPLOYEES (UNREPRESENTED)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
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)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
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)**

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

**SCHEDULE G  
FOR  
GENERAL EMPLOYEES (SFPEA)**

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

**SCHEDULE GPD  
FOR  
GENERAL EMPLOYEES (POLICE DEPARTMENT - SFPCA)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
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)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
44	15.50	16.16	16.84	17.56	18.32
45	15.77	16.46	17.21	17.99	18.80
47	16.25	16.95	17.70	18.47	19.27
48	16.47	17.23	17.99	18.80	19.74
52	17.02	17.76	18.52	19.33	20.18
62	17.20	18.03	19.02	20.07	21.15
71	20.42	21.38	22.43	23.49	24.60
72	20.59	21.55	22.61	23.65	24.77

**SCHEDULE HFE  
FOR  
PART TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPEBU)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
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)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
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)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
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

**SCHEDULE MP  
FOR  
SWORN POLICE MANAGEMENT (SFPOA-PMU)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
75	11490	12061	12665	13298	13964



**SCHEDULE P  
FOR  
SWORN POLICE EMPLOYEES (SFPOA)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>73</b>	<b>6863</b>	<b>7239</b>	<b>7642</b>	<b>8056</b>	<b>8504</b>
<b>95</b>	<b>8531</b>	<b>9001</b>	<b>9497</b>	<b>10019</b>	<b>10573</b>

**SCHEDULE PFE  
FOR  
HOURLY POLICE SERVICE EMPLOYEES - FULL TIME EQUIVALENT  
(UNREPRESENTED)**

<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>140</b>	<b>39.59</b>	<b>41.76</b>	<b>44.09</b>	<b>46.48</b>	<b>49.06</b>

**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) SALARY RANGE NUMBER AND SCHEDULES ASSIGNED** – 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.

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

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

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

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

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

**(B) SEASONAL AND HOURLY POSITIONS** – 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	<b>62H</b>	<b>17.20</b>	<b>18.03</b>	<b>19.02</b>	<b>20.07</b>	<b>21.15</b>
Community Preservation Officer	<b>122HFE</b>	<b>30.25</b>	<b>31.90</b>	<b>33.64</b>	<b>35.49</b>	<b>37.43</b>
Community Service Officer	<b>104HFE</b>	<b>24.77</b>	<b>26.14</b>	<b>27.57</b>	<b>29.08</b>	<b>30.68</b>
Crossing Guard	<b>44H</b>	<b>15.50</b>	<b>16.16</b>	<b>16.84</b>	<b>17.56</b>	<b>18.32</b>
Day Camp Counselor	<b>44H</b>	<b>15.50</b>	<b>16.16</b>	<b>16.84</b>	<b>17.56</b>	<b>18.32</b>
Junior Cadet	<b>45H</b>	<b>15.77</b>	<b>16.46</b>	<b>17.21</b>	<b>17.99</b>	<b>18.80</b>
Management Intern	<b>71H</b>	<b>20.42</b>	<b>21.38</b>	<b>22.43</b>	<b>23.49</b>	<b>24.60</b>
Office Clerk	<b>48H</b>	<b>16.47</b>	<b>17.23</b>	<b>17.99</b>	<b>18.80</b>	<b>19.74</b>
Personnel Office Clerk	<b>48H</b>	<b>16.47</b>	<b>17.23</b>	<b>17.99</b>	<b>18.80</b>	<b>19.74</b>
Police Cadet	<b>140PFE</b>	<b>39.59</b>	<b>41.76</b>	<b>44.09</b>	<b>46.48</b>	<b>49.06</b>
Police Reserve Officer	<b>140PFE</b>	<b>39.59</b>	<b>41.76</b>	<b>44.09</b>	<b>46.48</b>	<b>49.06</b>
Police Records Specialist	<b>100HFE</b>	<b>23.68</b>	<b>24.98</b>	<b>26.35</b>	<b>27.81</b>	<b>29.32</b>
Pool Attendant/ Cashier	<b>44H</b>	<b>15.50</b>	<b>16.16</b>	<b>16.84</b>	<b>17.56</b>	<b>18.32</b>



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

**(C) COMPENSATION FOR COMMISSIONS, BOARDS, COMMITTEE MEMBERS, AND COUNCIL LIAISON**

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.

<u>COMMISSION/COMMITTEE/LIAISON</u>	<u>COMPENSATION PER MEETING ATTENDED (NOT TO EXCEED ONE MEETING PER MONTH)</u>
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:
  - i. 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:
  - i. 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. Written Translation of City Materials: \$25 per month: 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. Grandfather Provision: 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 seven-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. 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 (1½) 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. Nature of Work: Special projects shall typically be one time, unique construction projects, and does not include on-going routine maintenance duties or deferred maintenance duties.
- B. Short Deadline: 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. Unique Knowledge/Skills: 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. Demonstrated Cost Savings: 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) CALL BACK**

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. Commercial Driver's License (CDL): 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. International Municipal Signal Association (IMSA) 1, 2, & 3: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent classification is required to hold a Grade 1 Certification, therefore, is only eligible for Grades 2 and 3 Certification pay.

- iii. California Water Environment Association (CWEA) Grades 1-4 for sewer collection systems: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent and Public Works Supervisor classifications are required to hold a Grade 1 certification, therefore, are only eligible for Grades 2, 3, and 4 Certification pay.
- iv. Engineer in Training (EIT): Five percent (5%) of base rate of pay.
- v. Qualified Applicator Certification (QAC license) to inspect/monitor contractor compliance: Two and one-half percent (2.5%) of base rate of pay. This pay shall be in-lieu of "Inspector Pay."
- vi. ISA Aerial Lift/OSHA Aerial & Scissor Lift Certification and Training: Two and one-half percent (2.5%) of base rate of pay.
- vii. International Society of Arboriculture (ISA) Certified Arborist: 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. American Water Works Association (AWWA) Backflow Prevention Tester and Cross-Connection Control Program Specialist: 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. California State Water Resources Control Board, Water Distribution System Operator Grade D-III: 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. California State Water Resources Control Board, Water Treatment Operator Grade T-II 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. CPR/First Aid Trainer: 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. Global Identification System (GIS) Certification: 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 1<sup>st</sup> and must be used before June 30<sup>th</sup>. 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<sup>st</sup>, and an additional 52 hours of Holiday leave each July 1<sup>st</sup>. 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 1<sup>st</sup>, 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) UNIFORM ALLOWANCE**

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. Boots/Shoes: 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 15<sup>th</sup> and May 15<sup>th</sup>. 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 off-duty hours, shall be paid at one and one-half (1 ½) 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. CPR/First Aid/AED Trainer: 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. CACEO: 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. IAAP: 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. IAPE: 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. CLETS: 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. ATSSA: 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. NENA: 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. Building Inspector Pay: 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 (1½) 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 (1½) 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 CONTRACT**

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 31<sup>st</sup> 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 1<sup>st</sup> of each year, employees shall be credited with eighty (80) hours Management Leave per year. On July 1<sup>st</sup> 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 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 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) TECHNOLOGY REIMBURSEMENT**

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 1<sup>st</sup> 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 1<sup>st</sup> 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) TECHNOLOGY REIMBURSEMENT**

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

**(5) WELLNESS REIMBURSEMENT**

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

**SECTION 4: EMPLOYEES PLACED IN SAME STEP**

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

**SECTION 5: INTERPRETATION INEQUITY**

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

**SECTION 6: INTENT OF COUNCIL**

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

**SECTION 7: REPEAL**

Resolution No. 8162, 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 20<sup>th</sup> day of June, 2023.**

DocuSigned by:

*Celeste Rodriguez*

1802A32890E7406...

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

**ATTEST:**

DocuSigned by:

*Julia Fritz*

E4162F636E934B3

Julia Fritz, City Clerk

RES. NO. 8244

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 20<sup>th</sup> 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 26th day of June, 2023.

DocuSigned by:  
  
E4462E630E004B3...  
\_\_\_\_\_  
Julia Fritz, City Clerk



## Comparative Cities Councilmember Salary Analysis as of October, 2023

ATTACHMENT "D"

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 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 Councilmembers: \$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

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
By: Richard Padilla, Assistant City Attorney

**Date:** November 28, 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.

### 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



**Discussion and Consideration to Approve a Second Amendment to the Agreement for City Attorney Services with Olivarez Madrugá Law Organization, LLP**

Page 2 of 3

---

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 salient changes requested by OMLO as part of the latest amendment to its contract with the City are as follows:

- Paralegals and Law Clerks, Legal Interns, Legal Assistants, Doc. Clerks and Other paraprofessionals.....\$150/hr.
- 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.

**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) .....\$275/hr.
- Partner I/Senior Associate I (10 years to 24 years).....\$295/hr.
- Partner II/Senior Associates II (25 yrs. or more) .....\$300/hr.

The proposed rates would take effect January 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 30% increase, which would result in an additional \$75,000 per year. Pending City Council approval, adjustments will be incorporated through the Fiscal Year 2023-2024 midyear budget process.

**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 28<sup>th</sup> day of November, 2024 ("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 "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).

AMENDMENT TO AGREEMENT

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 (1/10<sup>th</sup>) hour increments. FIRM shall be compensated in accordance with the schedule of hourly rate and charges entitled “2023 Schedule of Rates and Charges” (hereinafter, the “Approved Rate Schedule”)(The Approved Rate Schedule is attached and incorporated hereto as ADM\_Second Amendment OMLO Contract (11-20-23) AR “A-2”). Commencing January 1, 2025 and annually on January 1<sup>st</sup> 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 January 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 **“2023 – 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

CONTRACT NO. 1698(b)

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

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

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

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



EXHIBIT "A-2"  
To 2023 Amendment to Master Agreement

2023 – UPDATED AND AMENDED SCHEDULE OF RATES AND CHARGES  
(Effective as of January 1, 2024)

This Exhibit "A" entitled "**2023 – 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 January 1, 2024.

**1. LEGAL FEES.**

- a. General Rates: 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:
- (i) Paralegals and Law Clerks, Legal Interns, Legal Assistants, Doc. Clerks and Other paraprofessionals.....\$150/hr.
  - (ii) Associate (Less than 10 years) .....\$265/hr.
  - (iii) Partner I /Senior Associate I (10 years to 24 years) ..... \$275/hr.
  - (iv) Partner II/Senior Associates II (25 yrs. or more) .....\$295/hr.

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) .....\$275/hr.
- (ii) Partner I/Senior Associate I (10 years to 24 years) ..... \$295/hr.
- (iii) Partner II/Senior Associates II (25 yrs. or more) .....\$300/hr.

- c. Future Adjustment Requests Subject to City Council Approval: Commencing as of January 1, 2025 and annually on January 1<sup>st</sup> 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/EXPENSES 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. Administrative Charge: 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

DRAFT

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 3<sup>rd</sup> 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 as possible. FIRM will keep time records in one-tenth (1/10<sup>th</sup>) 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 1<sup>st</sup> 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:   
Nick Kimball  
City Manager

FIRM  
Olivarez Madruga Lemieux O'Neill, LLP

By: 

Name: Richard Podillo

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. CPI Escalator: Commencing as of July 1, 2020 and annually on July 1<sup>st</sup> 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 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.

**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 19<sup>th</sup> 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. **COSTS.** 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. **INDEMNIFICATION AS CITY OFFICERS.** 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. **USE OF OTHER FIRMS.** 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. **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. **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.

11. **TERMINATION OF SERVICES.** CITY may terminate FIRM's services at any 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 19<sup>th</sup> day of February, 2013.

**CITY OF SAN FERNANDO**

**OLIVAREZ MADRUGA, P.C.**

  
By: Donald E. Penman  
Its: Interim City Administrator

  
By: Rick R. Olivarez  
Its: Managing Partner

**EXHIBIT A**  
**OLIVAREZ MADRUGA, P.C.**

**RATE SHEET**

**COMPENSATION AND OTHER PROFESSIONAL SERVICE ISSUES**

<u>City Attorney and General Counsel Services</u>	<u>Hourly Rate</u>
---	--------------------

<b>First 25 Hours Billed per Calendar Month:</b>	
--	--

Partners	\$180.00
----------	----------

Associates	\$180.00
------------	----------

<b>After First 25 Hours Billed per Calendar Month:</b>	
--	--

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	At Cost
---	---------

Air Travel:	At Cost
-------------	---------

**CONTRACT NO. 1698****AGREEMENT FOR  
CITY ATTORNEY SERVICES**

**THIS AGREEMENT** is entered into this 19<sup>th</sup> 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. **COSTS.** 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. **INDEMNIFICATION AS CITY OFFICERS.** 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. **USE OF OTHER FIRMS.** 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. **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. **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.

11. **TERMINATION OF SERVICES.** CITY may terminate FIRM's services at any 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 19<sup>th</sup> day of February, 2013.

**CITY OF SAN FERNANDO**

**OLIVAREZ MADRUGA, P.C.**

  
By: Donald E. Penman  
Its: Interim City Administrator

  
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                      Hourly Rate****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                      At Cost

Air Travel:                      At Cost



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

**From:** Councilmember Joel Fajardo

**Date:** November 28, 2023

**Subject:** Discussion of Community Advisory Committee and Any Other Matters Related to the Downtown Master Plan

### RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

### BACKGROUND/ANALYSIS:

1. See Attachment "A" that was submitted to request to agendize this item for the October 16, 2023 City Council Meeting.
2. On October 16, 2023, the City Council discussed opening the meetings of the Community Advisory Committee (CAC) for the Downtown Master Plan to the public and have the meetings recorded. The City Council continued this discussion to November 6, 2023 to allow an opportunity for each Councilmember to discuss this matter with their CAC members.
3. The item was further continued to November 28, 2023.

### BUDGET IMPACT:

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

### ATTACHMENT:

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



## REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

### CITY COUNCILMEMBER INFORMATION

NAME

Joel Fajardo

TITLE

Councilmember

### ITEM INFORMATION

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

Discussion of Community Advisory Committee and Any Other Matters Related to the Downtown Master Plan

#### PRIORITIES

*Is this included in the current FY priorities?*

☒ Yes    ☐ No

#### BUDGET

*Is this a budgeted item?*

☐ Yes    ☒ No

#### FISCAL IMPACT

*Is there a fiscal impact? If yes, indicate amount.*

☐ Yes    ☒ No    \$

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

This is to discuss the location and recording of the Community Advisory Committee meetings, and any other matters related to the Downtown Master Plan.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes    ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that the City Council instruct staff to set the meeting location for the Community Advisory Committee to City Council chambers, and to livestream the meetings.

Furthermore, it is recommended for the City Council to discuss any other matters or provide any other direction related to the Downtown Master Plan.



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Vice Mayor Mary Mendoza

**Date:** November 28, 2023

**Subject:** Discussion and Consideration to No Longer Read Written Public Comments During the Public Comment Period of City Council and Commission Meetings and Update All Procedures, As Necessary

### RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

### BACKGROUND/ANALYSIS:

1. See Attachment "A" that was submitted to request to agendize this item for the November 28, 2023 City Council Meeting.

### BUDGET IMPACT:

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

### ATTACHMENT:

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

## REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

### CITY COUNCILMEMBER INFORMATION

NAME

Mary Mendoza

TITLE

Vice Mayor

### ITEM INFORMATION

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

Consideration and discussion to no longer read written in Public Comments during the Public Comment period of the City Council and all Commission Meetings and update all written procedures as necessary

#### PRIORITIES

*Is this included in the current FY priorities?*

☐ Yes ☒ No

#### BUDGET

*Is this a budgeted item?*

☐ Yes ☒ No

#### FISCAL IMPACT

*Is there a fiscal impact? If yes, indicate amount.*

☐ Yes ☒ No \$

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

This agenda item is to allow the City Council to engage in a discussion regarding written in public comments for City Council and all Commission Meetings

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

Provide direction to staff on how to proceed.