



CITY OF SAN FERNANDO

CITY COUNCIL REGULAR MEETING AGENDA SUMMARY TUESDAY, JANUARY 16, 2024 – 6:00 PM

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

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

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

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

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

SUBMIT PUBLIC COMMENT IN PERSON

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

SUBMIT PUBLIC COMMENT VIA EMAIL

Members of the public may submit comments **by email** to cityclerk@sfcity.org no later than **12:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council and made part of the official public record of the meeting.

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING

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

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

Meeting ID: 833 6022 0211

Passcode: 924965

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

REPORT OUT FROM CLOSED SESSION

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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 A CERTIFICATE OF RECOGNITION TO YOUTH SPEAKER, AZELLEA VICTORIA AMALFITANO FOR HER COURAGE IN ADDRESSING THE CITY COUNCIL AT THE NOVEMBER 6, 2023 MEETING, ADVOCATING TO EMBRACE DIVERSITY, EQUITY AND INCLUSION
- B. INTRODUCTION OF NEW EMPLOYEES

DECORUM AND ORDER

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

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.

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

CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

- | | |
|--------------------------------|--------------------------------|
| a. June 20, 2023 – Regular | e. November 6, 2023 - Regular |
| b. July 17, 2023 – Regular | f. December 4, 2023 - Special |
| c. September 5, 2023 – Regular | g. December 11, 2023 - Regular |
| d. October 16, 2023 – Regular | |

2) CONSIDERATION TO ADOPT RESOLUTION NOS. 23-122, 24-011 AND 24-012 APPROVING THE WARRANT REGISTERS OF DECEMBER 18, 2023, JANUARY 2, 2024, AND JANUARY 16, 2024, RESPECTIVELY

Recommend that the City Council:

- a. Adopt Resolution No. 23-122 approving the Warrant Register dated December 18, 2023;
- b. Adopt Resolution No. 24-011 approving the Warrant Register dated January 2, 2024; and
- c. Adopt Resolution No. 24-012 approving the Warrant Register dated January 16, 2024.

3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING “GUIDELINES FOR BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK”

Recommend that the City Council:

- a. Adopt Resolution No. 8260, establishing and approving the City of San Fernando’s “Guidelines for Boards, Commissions and Committees Handbook”;
- b. Authorize the City Manager to make non-substantive changes, as appropriate; and
- c. Authorize the City Manager, or designee, to take certain related actions to develop, implement and facilitate an in-house Commissioners training program.

4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANTS FOR WHICH THE CITY OF SAN FERNANDO IS ELIGIBLE

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Recommend that the City Council adopt Resolution No. 8281 authorizing submittal of application(s) for all California Department of Resources Recycling and Recovery Grants for which the City of San Fernando is Eligible.

5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN THE CITY AND SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/SEIU LOCAL 721

Recommend that the City Council:

- a. Approve a Memorandum of Understanding Side Letter Agreement (Contract No. 2145(b)) between the City and the San Fernando Public Employees Association/SEIU Local 721 to implement an amendment related to the observance of City recognized holidays; and
- b. Authorize the City Manager to make non-substantive corrections and execute the MOU Side Letter Agreement and all related documents.

6) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA OFFICE OF TRAFFIC SAFETY – NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT DETAILS

Recommend that the City Council authorize the preparation and submittal of the National Highway Traffic Safety Administration Grant application for an amount up to \$105,000 from the California Office of Traffic Safety.

7) CONSIDERATION TO AUTHORIZE THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA HIGHWAY PATROL – CANNABIS TAX FUND GRANT PROGRAM TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT DETAILS

Recommend that the City Council the City Council authorize the preparation and submittal of a grant application for an amount up to \$250,000 from the California Highway Patrol for the Cannabis Tax Fund Grant for the Fiscal Year 2024-2025 to help address the dangers of impaired driving involving alcohol and/or drugs.

8) CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF THE CALIFORNIA ARTS COUNCIL AND THE NATIONAL ENDOWMENT FOR THE ARTS GRANTS FOR THE MARIACHI MASTER APPRENTICE PROGRAM AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

- a. Authorize the acceptance of the California Arts Council and the National Endowment for the Arts Grant Funds in the amount of \$80,000 for the Mariachi Master Apprentice Program;

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- b. Adopt Resolution No. 8282 amending the budget for Fiscal Year 2023-2024 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grant.

PUBLIC HEARING

9) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING A MILITARY USE EQUIPMENT POLICY, AS REQUIRED BY ASSEMBLY BILL 481; AND APPROVAL OF THE 2023 ANNUAL MILITARY EQUIPMENT REPORT

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public input, introduce for first reading, in title only, and waive further reading of Ordinance No. 1721 titled, "An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy governing the use of military equipment pursuant to Assembly Bill 481; and
- c. Approve the 2023 Annual Military Equipment Report.

ADMINISTRATIVE REPORTS

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

Recommend that the City Council:

- a. Approve the final design for the Pioneer Park Playground Renovation Project;
- b. Approve a first amendment to the Contract Services Agreement with Great Western Recreation (Contract No. 2196(a)) to increase the not to exceed amount that includes any additional cost for the selected playground design option and extend the contract term through June 30, 2024; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

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11) INFORMATIONAL UPDATE ON THE LANGUAGE TRANSLATION SERVICES PILOT AND CONSIDERATION TO APPROVE AN EXTENSION TO THE CONTRACT SERVICES AGREEMENT WITH THE LANGUAGE PROS

Recommend that the City Council:

- a. Receive an informational update on the Language Translation Services pilot;
- b. Approve Contract No. 2187(a) extending the contract services agreement with The Language Pros for translation and interpretation services;
- c. Authorize the City Manager to execute all related documents; and
- d. Provide direction to staff as appropriate.

12) CONSIDERATION TO ADOPT A RESOLUTION DECLARING JANUARY 19TH AS CINDY MONTAÑEZ DAY HONORING HER LIFE AND LEGACY AS A DISTINGUISHED MEMBER OF THE SAN FERNANDO COMMUNITY

Recommend that the City Council adopt Resolution No. 8280, declaring the day of January 19 (her birthday) each year as Cindy Montañez Day honoring her life and legacy as a distinguished member of the San Fernando community.

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: January 12, 2024 (2:00 p.m.)

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

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

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**JUNE 20, 2023 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:02 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio (via teleconference at 6:03 p.m.)

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

TELECONFERENCING REQUESTS/DISCLOSURE

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve Councilmember Solorio's request to participate by remote teleconference due to contagious illness and declared there were no other individuals in her location over the age of 18. Motion carried with Councilmember Montañez absent.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

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PRESENTATIONS

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

PUBLIC STATEMENTS

None

CONSENT CALENDAR

Vice Mayor Mendoza requested to pull Consent Item No. 6 for discussion.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve Consent Calendar Item Nos. 1- 5 and 7-17:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES
 - a. February 21, 2023 - Regular
 - b. April 17, 2023 - Regular
 - c. May 15, 2023 - Special
 - d. May 15, 2023 - Regular
 - e. June 5, 2023 - Special
- 2) ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE/CITY TREASURER, SENIOR ACCOUNTANT OR DESIGNEE TO INVEST SURPLUS FUNDS
- 4) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2023-2024
- 5) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR 2023-2024 ARTICLE XIIIIB APPROPRIATIONS (GANN) LIMIT
- 7) CONSIDERATION TO ADOPT A RESOLUTION APPROVING CHANGES TO THE JOB SPECIFICATION FOR SENIOR TREE CARE SPECIALIST
- 8) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH GRAINGER THROUGH THE SOURCEWELL PURCHASING CONTRACT NO. 091422-WWG TO PURCHASE A REFURBISHED MOBILE MODULAR BUILDING TO BE PLACED AT THE PUBLIC WORKS YARD

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- 9) CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS AND APPROVING THE PROJECT LIST FOR FISCAL YEAR 2023-2024
 - 10) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MLA GREEN, INC. DBA STUDIO-MLA FOR THE SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH PROJECT
 - 11) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE VALLEY ECONOMIC ALLIANCE EVENTS AND USE OF THE CITY SEAL
 - 12) CONSIDERATION TO DESIGNATE 2006 CHRYSLER 300 CITY-OWNED VEHICLE AS SURPLUS PROPERTY AND AUTHORIZE DONATION OF THE VEHICLE TO NORTH VALLEY CARING SERVICES IN SUPPORT OF THE CITY'S STREET OUTREACH FOR HOMELESSNESS
 - 13) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE CITY OF SAN FERNANDO CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND A COOPERATION AGREEMENT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
 - 14) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST, A SAFEUILT COMPANY, FOR ON-CALL BUILDING AND CODE ENFORCEMENT SERVICES
 - 15) CONSIDERATION TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SAN FERNANDO, THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, AND 18 GOVERNMENT AGENCIES REGARDING THE COORDINATED INTEGRATED MONITORING PROGRAM AND WATERSHED MANAGEMENT PLAN FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA
 - 16) CONSIDERATION TO AUTHORIZE A PURCHASE ORDER NO. 12672 WITH A & M CATERING, INC.
 - 17) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH NVIS COMMUNICATIONS, LLC FOR THE CODAN BASE STATION AND TRANSPORTABLE RADIO SYSTEMS FOR THE CALOES HIGH FREQUENCY COMMUNICATION EQUIPMENT GRANT

The motion carried with Councilmember Montañez absent.

ITEM PULLED FOR DISCUSSION

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

City Manager Nick Kimball presented the staff report and responded to Councilmember questions.

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Motion by Councilmember Fajardo, seconded by Councilmember Solorio to adopt Resolution No. 8244 approving the Salary Plan for Fiscal Year 2023-2024; Adopt Resolution No. 8245 approving the Table of Organization for Fiscal Year 2023-2024; Adopt Resolution No. 8246 amending Resolution No. 7973 to include certain changes to the benefit plan for Executive Management Staff; and as amended to direct staff to return to a future meeting to discuss City Council benefits and City Council salaries.

The motion carried by the following vote:

ROLL CALL

AYES:	Solorio, Fajardo, Rodriguez - 3
NAYES:	None
ABSENT:	None
ABSTAIN:	Mendoza - 1

The following item was presented before Item No. 18.

- 20) DISCUSSION AND FOLLOW UP ON THE COLLECTION SERVICES FROM CONSOLIDATED DISPOSAL SERVICES, LLC DBA REPUBLIC SERVICES, AS AMENDED, AND CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING TO PLACE LIENS ON REAL PROPERTY FOR NON-PAYMENT OF DELINQUENT ACCOUNTS FOR SOLID WASTE COLLECTION SERVICES

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

Councilmember Solorio stepped away at 7:03 p.m.

City Council recessed at 7:06 p.m. and reconvened at 7:15 p.m. with Councilmember Montañez absent.

Councilmember Fajardo left the dais at 7:49 p.m. and City Council took a brief recess. City Council reconvened at 8:05 p.m. with Councilmember Montañez absent.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to review the follow up summary from the June 5, 2023 City Council meeting regarding the services provided by Consolidated Disposal Services, LLC dba Republic Services, adopt Resolution No. 8247 declaring the City Council's intention to place liens on real property for non-payment of residential and commercial solid waste collection services billings and setting the date for the Public Hearing on August 7, 2023; and as amended, including, but not limited to, a bulky item pick-up costs proposal, a breakdown of delinquent accounts, information on financial literacy coaching for residents, provide additional direction on the Residential Compost Bin program, as appropriate; to apply liens only to commercial properties prior to January 1, 2023, and provide all households a compost pail. The motion carried with Councilmember Montañez absent.

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PUBLIC HEARINGS

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

Mayor Rodriguez opened the public hearing.

Director of Finance Melton presented the staff report and responded to Councilmember questions.

Each Councilmember pulled budget items for discussion and discussion ensued.

City Council recessed at 8:52 p.m. and reconvened at 9:01 p.m.

Mayor Rodriguez called for public testimony. Lydia Rodriguez opposed two budget items.

There being no further public comments, Mayor Rodriguez closed the public comment portion of the meeting

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to adopt Resolution No. 8242 approving the Fiscal Year 2023-2024 Budget pursuant to approved changes; and directed staff to return to City Council with participatory budgeting, painting curbs, and street signage funding discussion.

The motion carried with Councilmember Montañez absent.

Vice Mayor Mendoza requested to reopen Consent Calendar Item No. 6. The motion failed due to lack of second.

ADMINISTRATIVE REPORTS

The following item was pushed to a City Council meeting in July.

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

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates.

Director of Recreation and Community Services Venegas announced Summer Day Camp has begun; Education Commission will meet on June 27, 2023; and invited the community to attend the Red, White, and Lights 4th of July Fest on July 1, 2023.

Director of Finance Melton reminded the community the updated User Fee Rates will increase and effective August 7, 2023; and provided outreach on resources to pay utilities bills.

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Deputy City Manager/Economic Development Kith invited City Council to Ribbon Cutting for GAIN and DIY Girls and the Outdoor Market; and the Planning and Preservation recommended fence and wall regulation to the City Council.

Police Chief Valdez reminded the community that fireworks are illegal and there will be extra enforcement.

City Manager Kimball proposed to go dark for the July 3, 2023 City Council meeting.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo spoke about the budget process and thanked staff for their work presenting the budget.

Councilmember Solorio announced she became a Boardmember of the Independent Cities Association.

Vice Mayor Mendoza thanked staff for the seamless budget process.

Mayor Rodriguez supported going dark on July 3, 2023 and thanked staff for a collaborative budget process.

ADJOURNMENT (10:51 p.m.)

Mayor Rodriguez adjourned the meeting to the next regular meeting.

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

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

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

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:01 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez (arrived at 6:08 p.m.), Joel Fajardo (arrived at 6:26 p.m.), and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

- A. PRESENTATION OF CERTIFICATES OF RECOGNITION FOR OUTSTANDING CONTRIBUTION IN LEADERSHIP IN PARTNERSHIP WITH TÍA CHUCHA'S CENTRO CULTURAL & BOOK STORE AND ARTES HIGH SCHOOL'S SERVICE LEARNING PROJECT FROM TRAUMA TO TRANSFORMATION ADDRESSING FOOD INSECURITY THROUGH ART
- Alexis Estrada
 - Juliana White
 - Katelynn Gallardo

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B. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF JULY AS PARK AND RECREATION MONTH

It was noted that Councilmember Cindy Montañez arrived at 6:08 p.m., and Councilmember Joel Fajardo arrived at 6:26 p.m.

PUBLIC STATEMENTS

The following spoke from Sylmar Foursquare Church at 13390 Beaver Street about building strong communities, offered their support, prayers and encouragement to the community:

Isabel Pleites
Teresa Cano
Adriana Ortiz
Genoveva Trejo
Shadey Morales
Hermile Jaimes
Oscar Martinez
Norma Infante

Oscar Bran
Jose Alvarado
Ulises Ortiz
Susana Bolanos
Ricardo Benitez
Maryella Driotez
Maria Jose Castellano

Carolyn Urquidez, spoke in support of Agenda Item 14 and commented on the Health and Wellness Expo community event.

Patty Lopez expressed thanks to the City for acting quickly to her recent clean up service call and for bringing back interpretation services in Spanish for the entire duration of City Council and Commission meetings.

Victoria Garcia extended support and best wishes from the community to Councilmember Cindy Montañez.

Sylvia Ballin spoke in support of Agenda Item 14, Co-Sponsorship of the Kidney's Quest Foundation Event.

Julissa Hernandez, field representative for Assemblywoman, called in to provide an update on upcoming community events and a paid college internship program.

The City Council recessed the meeting at 7:27 p.m. and reconvened at 7:44 p.m. with all Councilmembers present.

CONSENT CALENDAR

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

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- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:
 - a. January 30, 2023 – Special
 - b. February 6, 2023 - Regular
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 23-071 AND 23-072 APPROVING THE WARRANT REGISTERS OF JULY 3, 2023 AND JULY 17, 2023, RESPECTIVELY
- 3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL AUDIT SERVICES
- 4) CONSIDERATION TO APPROVE A BINGO PERMIT PURSUANT TO CHAPTER 10 ARTICLE II OF THE SAN FERNANDO CITY CODE FROM APPLICANT LAS PALMAS SENIOR CITIZEN CLUB AT 505 S. HUNTINGTON STREET
- 5) CONSIDERATION TO ADOPT A RESOLUTION TO ACCEPT SPECIFIED GRANT FUNDS IN THE AMOUNT OF \$5,000,000 FROM THE 2022-2023 CALIFORNIA STATE BUDGET TO THE CITY OF SAN FERNANDO FOR A ONE-TIME GRANT TO THE NORTHEAST VALLEY HEALTH CORPORATION

The motion carried, unanimously.

City Manager Kimball stated Agenda Item No. 11 would be pulled from discussion and re-agendized to be heard at the August 7, 2023 City Council meeting due to a scheduling conflict with the mural artist.

Mayor Rodriguez requested that Agenda Item No. 14 followed by Agenda Item No. 9 be considered at this time.

- 14) CONSIDERATION AND DISCUSSION TO APPROVE CO-SPONSORSHIP OF KIDNEY’S QUEST FOUNDATION EVENTS AND USE OF THE CITY SEAL

Motion by Mayor Rodriguez, seconded by Vice Mayor Mendoza to approve co-sponsorship of Kidney’s Quest Foundation events and use of the City seal. The motion carried unanimously.

Mayor Rodriguez stated she would be recusing herself from consideration on Agenda Item No. 9 due to a potential conflict of interest and left the dais at 7:46 p.m.

- 9) CONSIDERATION TO APPROVE A COMMUNITY OUTREACH AND ENGAGEMENT PLAN FOR THE DOWNTOWN MASTER PLAN

Deputy City Manager/Economic Development Kith and representatives from Dudek presented the staff report and responded to Councilmember questions.

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Motion by Councilmember Montañez, seconded by Councilmember Solorio to approve a Community Outreach and Engagement Plan for the Downtown Master Plan. The motion carried with the following vote:

ROLL CALL

AYES: Solorio, Montañez, Mendoza - 3

NAYES: Fajardo - 1

ABSTAIN: None

ABSENT: Rodriguez - 1

Mayor Rodriguez returned to the dais at 8:36 p.m.

PUBLIC HEARINGS

The following Agenda Items were considered before Agenda Item No. 6.

- 7) A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING A ZONE TEXT AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, SECTION 106-970, PROJECT NO. ZTA2023-001 TO UPDATE REGULATIONS FOR WALLS AND FENCES

Mayor Rodriguez opened the public hearing.

Deputy City Manager/Economic Development Kanika Kith and Associate Planner Marina Khrustaleva presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony. There being none, the public comment period was closed and Mayor Rodriguez closed the Public Hearing.

Motion by Councilmember Solorio, seconded by Vice Mayor Mendoza to introduce for first reading, in title only, and waive further reading of Ordinance No. 1717 “An Ordinance of the City Council of the City of San Fernando, California, approving a Zoning Text Amendment (Project No. ZTA2023-001) to the San Fernando Municipal Code, Section 106-970, Walls and Fences, to update regulations for walls and fences.” The motion carried with the following vote:

ROLL CALL

AYES: Solorio, Mendoza, Rodriguez - 3

NAYES: Fajardo, Montañez - 2

ABSTAIN: None

ABSENT: None

It was noted, Councilmember Montañez left the meeting at 9:17 p.m.

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MINUTES – Regular Meeting July 17, 2023

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- 8) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE AMENDING DIVISION 6 (PURCHASING) OF ARTICLE IV (FINANCE) OF CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO CITY CODE RELATING TO THE PROCEDURES FOR PURCHASING AND CONTRACTING

Mayor Rodriguez opened the public hearing.

Director of Finance Erica Melton presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony. There being none, the public comment period was closed and Mayor Rodriguez closed the Public Hearing.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to introduce for first reading, in title only, and waive further reading of Ordinance No. 1718 “An Ordinance of the City Council of the City of San Fernando, California, amending Division 6 (Purchasing of Article IV (Finance) of Chapter 2 (Administration) of the San Fernando City Code Relating to the Procedures for Purchasing and Contracting.” The motion carried with Councilmember Montañez absent.

- 6) A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTIONS TO CONTINUE MAINTENANCE OF THE CITY’S STREETLIGHTS, CONFIRMING THE ANNUAL ASSESSMENT, AND APPROVING THE FINAL ENGINEER’S REPORT FOR FISCAL YEAR 2023-2024 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
(THIS ITEM WAS CONTINUED FROM THE REGULAR MEETING OF JULY 3, 2023)

Mayor Rodriguez stated the public hearing

City Clerk Department read and confirmed publication and the affidavit of publication is on file in the City Clerk department. Motion by Mayor Rodriguez, seconded by Councilmember Solorio to receive and file the affidavit of publication.

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

Mayor Rodriguez called for public testimony. There being none, the public comment period was closed and Mayor Rodriguez closed the Public Hearing.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to adopt Resolution No. 8248 ordering the continued maintenance of the City’s streetlights and confirming the annual assessment; and adopt Resolution No. 8249 approving the Final Engineer’s Report for the Fiscal Year 2023-2024 Landscaping and Lighting Assessment District. The motion carried with Councilmember Montañez absent.

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ADMINISTRATIVE REPORTS

- 10) UPDATE ON THE APPLICATION OF THE CITY’S COMMUNITY ENGAGEMENT FRAMEWORK
(This item was continued to the August 7, 2023 City Council meeting.)
- 11) UPDATE AND DISCUSSION OF THE WOMEN SUFFRAGE MURAL COMMEMORATING THE 100-YEAR ANNIVERSARY OF WOMEN’S RIGHT TO VOTE *(This item was continued to the August 7, 2023 City Council meeting.)*
- 12) DISCUSSION OF DEPARTMENT WORK PLANS FOR FISCAL YEAR 2023-2024 *(This item was continued to the August 7, 2023 City Council meeting.)*
- 13) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

Councilmember Fajardo presented the staff report.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to appoint Cecilia Martinez to the Planning and Preservation Commission. The motion carried with Councilmember Montañez absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Finance Melton had no updates to report.

Deputy City Manager/Economic Development Kith invited the community to the Turf Replacement Rebate Workshop; and invited City Council to Grand Opening for Los Toxico Mariscos.

City Manager Kimball provided an update on the cooling centers through Thursday.

Police Chief Valdez acknowledged the Police Departments from mutual aid area for their assistance; and requested to close in memory of Jesse Paderez 21st anniversary, former San Fernando Police Officer.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo spoke on comments made during public comments regarding the LGBTQ youth; and commented on recent victims killed/injured by gun violence.

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MINUTES – Regular Meeting July 17, 2023

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Councilmember Solorio announced the Council of Government secured a grant for San Fernando and Santa Clarita for \$583,182 and thanked staff for securing the grant to use towards updating the City's zoning code.

Vice Mayor Mendoza attended the Red, White, and Lights event; attended the Business Watch meeting, and attended the NALEO conference.

Mayor Rodriguez attended Santa Rosa graduation performances; the Neighborhood Watch meeting; the Pride Parade and Outdoor Market; the 50s club inauguration of their new board; the San Fernand Quinceñera Expo; the Odd Fellows Scholarship Dinner; grand openings for GAIN and DIY Girls; Northeast Valley Community Outreach meeting at Las Palmas Park; the Red, White, and Lights event; the NALEO conference; announced that Supervisor Lindsey Horvath visited Pueblo Y Salud to discuss San Fernando community issues, and announced upcoming events and meetings.

ADJOURNMENT (9:59 p.m.)

Police Chief Valdez closed the meeting in honor and memory of Jesse Paderez 21st anniversary, former San Fernando Police Officer. Mayor Rodriguez adjourned the meeting to the next regular meeting.

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

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**SEPTEMBER 5, 2023 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

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

Mayor Celeste Rodriguez called the meeting to order at 6:10 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, Joel Fajardo, and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, Director of Community Development Erika Ramirez, and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

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PRESENTATIONS

- A. PRESENTATION OF A CERTIFICATE OF RECOGNITION HONORING THE MODUGNO FAMILY FOR THEIR OUTSTANDING SERVICE, SIGNIFICANT CONTRIBUTION TO THE COMMUNITY, AND GENEROUS DONATION OF AN OIL PAINTING OF MISSION SAN FERNANDO, EXHIBITED IN THE COUNCIL CHAMBERS AT CITY HALL
- B. PRESENTATION OF A CERTIFICATE OF APPRECIATION HONORING VICE CHAIR COMMISSIONER YVONNE MEJIA FOR HER SERVICE ON THE PLANNING AND PRESERVATION COMMISSION
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING SEPTEMBER AS NATIONAL HISPANIC HERITAGE MONTH

PUBLIC STATEMENTS

Miguel Leon, member from Las Palmas Senior Club, requested to upgrade the HVAC system at Las Palmas Park.

Estela Lugo and Irene Tovar invited City Council and the community to an Affirmative Action Workshop at LA Mission College on September 15, 2023, from 10:00 a.m. – 2:00 p.m.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to walk-on an agenda item, “City Co-Sponsorship of the Affirmative Action Workshop hosted at LA Mission College”. Motion carried, unanimously.

Pilar Almeida, representative with Republic Services, provided updates regarding SB 1383 Education Workshops and Assessments.

Cristina Vargas, representative with Republic Services, introduced herself and provided her City Hall schedule at the public counter.

Briana Solis, Republic Compliance Monitor, introduced herself and described her job duties regarding route compliance and on the Organics Program.

Julissa Hernandez, field representative for Assemblywoman Luz Rivas, provided updates on secured funding for San Fernando Community Hospital and El Centro Amistad.

Carolyn Urquidez invited the community to Kidney Quest Health & Wellness Expo on October 7, 2023.

CONSENT CALENDAR

Vice Mayor Mendoza requested to pull Agenda Item No. 4 for discussion.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting September 5, 2023

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Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve Consent Calendar Item Nos. 1, 2, 3, and 5:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:
 - a. August 21, 2023 – Regular
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2023 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
- 5) CONSIDERATION TO APPROVE A CONTRACT AMENDMENT WITH FS CONTRACTORS, INC. FOR RESERVOIR NO. 2A/5 SITE IMPROVEMENT PROJECT, JOB NO. 7611, PLAN NO. P-738

The motion carried, unanimously.

PULLED FOR DISCUSSION

- 4) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO A & M CATERING FOR CATERING SERVICES FOR THE CITY’S LAS PALMAS PARK SENIOR CITIZENS CLUB DINNER DANCES

Community Services Supervisor Juan Salas presented the staff report and responded to Councilmember questions.

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to approve a Professional Services Contract (Contract No. 2195) with A & M Catering, in an amount not to exceed \$50,000, to provide onsite catering at the Senior Club’s dinner dances held in Fiscal Year 2023-2024; and authorize the City Manager to make non-substantive changes and execute all related documents. The motion carried, unanimously.

ADMINISTRATIVE REPORTS

- 6) CONSIDERATION TO ADOPT A RESOLUTION RENAMING THE PACOIMA WASH NATURAL PARK TO CINDY MONTAÑEZ NATURAL PARK LOCATED AT 801 EIGHTH STREET, IN HONOR OF HER ACHIEVEMENTS, DEDICATION AND CONTRIBUTIONS TO THE COMMUNITY

City Manager Nick Kimball presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to adopt Resolution No. 8259 approving renaming the Pacoima Wash Natural Park to Cindy Montañez Natural Park Located at 801 Eighth Street. The motion carried, unanimously.

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7) UPDATE ON THE APPLICATION OF THE CITY’S COMMUNITY ENGAGEMENT FRAMEWORK

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

City Council received and filed an informational update.

It was noted that City Council recessed at 7:36 p.m. and reconvened at 7:46 p.m. with all Councilmembers present.

8) CONSIDERATION TO APPROVE A CONCEPTUAL DESIGN FOR THE LAS PALMAS PARK REVITALIZATION PROJECT

Director of Recreation and Community Services Julian Venegas and RJM representative Andrew Steen presented the staff report and responded to Councilmember questions.

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to approve the conceptual design of the Las Palmas Park Revitalization Project, as amended to include Councilmember recommendations; authorize RJM Design Group, Inc. to start developing bid documents for the construction of the project; and authorize staff to prepare and release a Notice Inviting Bids and Request for Proposals for the construction of the Las Palmas Revitalization Project. Councilmember Solorio withdrew her second to the motion. The motion failed due to lack of second.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to return to the September 18, 2023 City Council Meeting, post the Las Palmas Park conceptual design on the City’s website and social media and ask residents to make a public comment, and send the conceptual design to stakeholders who participated in the outreach meetings for additional comment. The motion carried by the following vote:

ROLL CALL

AYES:	Solorio, Fajardo, Montañez, Rodriguez - 4
NAYES:	None
ABSTAIN:	Mendoza - 1
ABSENT:	None

9) CONSIDERATION AND DISCUSSION REGARDING IMPLEMENTATION OF THE HOMELESS ACTION PLAN AND THE PROPOSED HOMELESSNESS TOWN HALL

Housing Coordinator Kenya Marquez presented the staff report and responded to Councilmember questions.

City Council directed staff to host the Homelessness Townhall on October 18, 2023, prepare postcards and utilize Walking Man to deliver to each household, distribute through local organization, schools, churches, and at City events, prepare a radio announcement, Sun newspaper publication, and advertise through the City’s social media and email outlets.

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10) CONSIDERATION AND DISCUSSION REGARDING THE CITY’S COMMUNITY PRESERVATION EFFORTS

Deputy City Manager/Economic Development Kanika Kith and Interim Community Preservation Officer Connie Negrete presented the staff report and responded to Councilmember questions.

It was noted that Councilmember Montañez left the meeting at 9:44 p.m.

City Council directed staff to return with additional information regarding residential pre-sale inspections, property maintenance through CDBG, and other methods of enforcement for compliance.

11) CONSIDERATION TO APPOINT A TRANSPORTATION AND PUBLIC SAFETY COMMISSIONER

Councilmember Mary Solorio presented the staff report and responded to Councilmember questions.

Motion by Councilmember Solorio, seconded by Councilmember Fajardo to appoint Zoe Rodriguez to the Transportation and Public Safety Commission. The motion carried with Councilmember Montañez absent.

WALK ON ITEM

12) CITY CO-SPONSORSHIP OF THE AFFIRMATIVE ACTION WORKSHOP HOSTED AT LA MISSION COLLEGE

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo, to co-sponsor the Affirmative Action Workshop, promote on social media and City calendar. The motion carried with Councilmember Montañez absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Venegas announced the Parks, Wellness, and Recreation Commission will meet on September 14, 2023; invited the community to the Liberty Bell/El Grito event on September 16, 2023 and Move Your Way LA event on September 23, 2023; announced the City’s birthday was a success and well attended; lastly announced his retirement at the end of the day.

Director of Community Development Erika Ramirez announced the Planning and Preservation Commission will be held on September 11, 2023.

Deputy City Manager/Economic Development Kith announced the City received a Legacy Award for partnership and dedication to driving economic growth from The Valley Economic Alliance.

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Director of Finance Melton announced the next Local Transaction Tax Townhall meeting on September 25, 2023.

Police Chief Valdez announced the Police Department began the Parent Academy at San Fernando Middle School and will host another Parent Academy at Santa Rosa on September 21, 2023; announced Police Department is taking proactive traffic enforcement in front of schools; invited community to attend Citizen Academy; invited the community to attend National Night Out;

Assistant to the City Manager Hernandez invited residents to attend the Cindy Montañez renaming event and community clean-up on September 9, 2023.

City Manager Kimball notified Councilmembers a zoom link for the IMRCA Board Meeting was emailed to them.

City Clerk Fritz had no updates.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo commended Supervisor Horvath, she was proactive to ensure there were resources for the community.

Councilmember Solorio thanked staff and Director of Recreation and Community Services Venegas on his retirement and hard work.

Vice Mayor Mendoza had no updates to report.

Mayor Rodriguez acknowledged and thanked Director of Recreation and Community Services Venegas for his work; requested the Republic Services workshops are sufficiently promoted; attended Coffee with the Chief, the City's birthday celebration; commented that City received State funding from Senator Menjivar for \$3 million for water treatment system; met with Congressman Cardenas staff regarding Metro projects; attended LAs best annual celebration; the Los Angeles City Council meeting where they recognized Councilmember Montañez; the youth rally to encourage community to civically engage; the Vita Mobile Clinic had presentation of issues impacting the community; spoke about Assemblywoman Luz Rivas' secured funding for Centro de Amistad; the Los Angeles County Financial Capability Submit; acknowledged the Valley Economic Alliance award and requested to promote the recognition; recognized a recent visit from LA City Attorney Hydee Feinstein and Supervisor Lindsey Horvath to San Fernando; and lastly noted that the Veterans of Foreign Wars partnered with employment agency to host a career expo where the San Fernando Police Department would be recruiting candidates for employment.

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ADJOURNMENT (10:42 p.m.)

Vice Mayor Mendoza requested to adjourn the meeting in memory of her brother, Arturo Chacon, and spoke about his life and legacy.

Mayor Rodriguez adjourned the meeting in memory of Arturo Chacon, to the next regular meeting.

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

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**OCTOBER 16, 2023 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:10 p.m.

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

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR OCTOBER STUDENTS OF THE MONTH
Antonio Casillas (Santa Rosa de Lima Catholic School)
Juan Penalosa (San Fernando Institute of Applied Media)

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- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR TEACHER SPOTLIGHT AWARDS
Ashley Ruiz (PUC Nueva Esperanza Charter Academy)
Katheryne Pena (Teacher Preparatory Academy at Cesar Chavez Academy)
 - C. PRESENTATION OF CERTIFICATES OF RECOGNITION TO THE ORGANIZATION SPONSORS OF THE “COMMUNITY UNITED FOR HIGHER EDUCATION FORUM” IN HONOR OF SEPTEMBER AS NATIONAL HISPANIC HERITAGE MONTH
 - D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING OCTOBER 9, 2023 AS INDIGENOUS PEOPLE’S DAY
 - E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

The City Council recessed the meeting at 6:54 p.m. and reconvened at 7:02 p.m. with Councilmember Montañez absent.

PUBLIC STATEMENTS

Wendy Rivera notified the community of the new Los Angeles Mission College Pacoima Campus and course updates.

CONSENT CALENDAR

Vice Mayor Mendoza requested to pull Consent Calendar Item No.9 for discussion.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve Consent Calendar Item Nos. 1 through 8 to:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:
 - a. December 5, 2022 – Regular
 - b. December 12, 2022 – Special
 - c. January 17, 2023 - Regular
 - d. October 2, 2023 – Special
 - e. October 2, 2023 – Regular
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES FOR USER FEE STUDY SERVICES
- 4) CONSIDERATION TO APPROVE AN AGREEMENT WITH PAYMENTUS CORPORATION FOR ONLINE PAYMENT SERVICES

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- 5) CONSIDERATION TO ACCEPT THE BOARD OF STATE AND COMMUNITY CORRECTIONS FISCAL YEAR 2024 ORGANIZED RETAIL THEFT GRANT FUNDS AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS
 - 6) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE TRANSPORTATION AND PUBLIC SAFETY COMMISSION MEETING DATE AND TIME
 - 7) CONSIDERATION TO APPROVE A SECOND READING TO ADOPT ORDINANCE NO. 1719 APPROVING A ZONE TEXT AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, SECTION 106-182, PROJECT NO. ZTA2023-002 TO GRANT DISCRETION TO THE PLANNING AND PRESERVATION COMMISSION OR THE CITY COUNCIL TO WAIVE OR MODIFY CERTAIN STANDARD CONDITIONS FOR THE APPROVAL OF CONDITIONAL USE PERMITS AUTHORIZING THE SALE OF ALCOHOLIC BEVERAGES
 - 8) CONSIDERATION TO ACCEPT MEASURE H FUNDS FROM LOS ANGELES COUNTY FOR HOMELESS SERVICES AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

The motion carried, with Councilmember Montañez absent.

Item Pulled for Discussion

- 9) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN FERNANDO AND INITIATING CHANGE IN OUR NEIGHBORHOODS COMMUNITY DEVELOPMENT CORPORATION TO PROVIDE BUSINESS RESOURCE SUPPORT THROUGH THE CITY'S BUSINESS AND COMMUNITY RESOURCE CENTER

Deputy City Manager/Economic Development Kanika Kith provided additional information on the partnership and program.

Motion by Vice Mayor Mendoza, seconded by Mayor Rodriguez to approve a Memorandum of Understanding (Contract No. 2205) between the City and Initiating Change in Our Neighborhoods Community Development Corporation to provide business resources and supports at the City's Business and Community Resource Center; and authorize the City Manager to make non-substantive changes and execute all related documents. The motion carried, with Councilmember Montañez absent.

ADMINISTRATIVE REPORTS

- 10) CONSIDERATION AND DISCUSSION REGARDING UPDATES ON AMERICAN RESCUE PLAN ACT FUNDING

Director of Finance Erica Melton presented the staff report and responded to Councilmember questions.

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The City Council approved use of funds with full support to use towards:

- a. \$250,000 Gap funding for 3 mile Slurry Seal Project;
- b. \$200,000 Citywide Red Curb Painting Project;
- c. \$150,000 Las Palmas & Recreation Park Generator Installation;
- d. \$400,000 Las Palmas Park HVAC project;
- e. \$50,000 Recreation Park Server Room Transition

The City Council directed staff to come back to Council with updates during the mid-year budget discussion in February:

- a. Work with ARPA Ad Hoc to discuss costs, logistics on developing a food bank program;
- b. Cost to paint all curbs (yellow, green, blue)
- c. Cost to repaint the outside of the Police Department
- d. Information on use of the (former Redevelopment housing set aside funds) for home rehabilitation improvement program.

The City Council request staff to provide to Council prior to mid-year budget review the following:

- a. Email list of recipients that received San Fernando's business grant funds and businesses who received Paycheck Protection Plan (PPP funds);
- b. Cost estimates on upgrades for all the park projects;
- c. Provide update on status of painting and power washing City Hall

Item Considered Out of Order

14) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

Mayor Rodriguez provided Sean Rivas' background and introduced him to the City Council.

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to appoint Sean Rivas to the Planning and Preservation Commission. The motion carried, with Councilmember Montañez absent.

The City Council recessed the meeting at 8:17 p.m. and reconvened at 8:25 p.m. with Councilmember Montañez absent.

11) DISCUSSION AND CONSIDERATION TO AWARD A MASTER SUBSCRIPTION AGREEMENT WITH GRANICUS TO REDESIGN THE CITY WEBSITE

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

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Motion by Councilmember Solorio, seconded by Mayor Rodriguez to approve a Master Subscription Agreement (Contract No. 2204) with Granicus to redesign the City website including maintenance for five years; and authorize the City Manager to make non-substantive changes and execute all related documents. The motion carried, with Councilmember Montañez absent.

12) CONSIDERATION TO ESTABLISH A PENSION OBLIGATION BOND AD HOC COMMITTEE TO REVIEW ADDITIONAL INVESTMENT OPPORTUNITIES TO DECREASE THE CITY'S PENSION LIABILITY

City Manager Nick Kimball presented the staff report and responded to Councilmember questions.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to appoint Vice Mayor Mendoza and Councilmember Fajardo to serve on a Pension Obligation Bond Ad Hoc Committee to review investment opportunities to decrease the City's long-term pension liability. The motion carried, with Councilmember Montañez absent.

13) CONSIDERATION AND DISCUSSION TO ADOPT A RESOLUTION APPROVING "GUIDELINES FOR BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK"

City Clerk Fritz presented the staff report and responded to Councilmember questions.

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to:

1. Approve a first draft of guidelines handbook, as amended to:
 - a. Amend Commissioner Application as follows:
 - i. Create one category for checking off which commission the applicant is applying for and include a box "other" for use for applicants applying for council appointed liaisons.
 - ii. Create a box to check off "Is applicant related to nominating councilmember";
 - iii. Remove the registered voter requirement;
 - b. Include in the handbook the policy for selection of Chair and Vice Chair to mirror the process of City Council procedure for Mayor and Vice Mayor;
 - c. Clarify which commissioners are required to file the form 700 and correct wording to specify; and
2. Staff to present to all Commissions and receive comments to include feedback on guidelines;
3. Staff to bring back revised guidelines reflecting amendments to be placed on the Consent Calendar to a meeting in November, 2023.

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4. Council directed staff to:

- a. Report to City Council monthly regarding commissioners' meeting attendance;
- b. Phase out business cards for commissioners;
- c. Recommended commissioners who attend training for Rosenberg's Rules and brown act compliance, that participants be paid \$100 stipend.

The motion carried by the following vote:

ROLL CALL

AYES:	Solorio, Fajardo, Rodriguez - 3
NAYES:	None
ABSTAIN:	Mendoza - 1
ABSENT:	Montañez - 1

Mayor Rodriguez reported that she would recuse herself from Agenda Item No. 15 due to a potential conflict of interest with the proximity of her residence to the project and left the dais at 9:27 p.m.

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

City Council directed staff to return to the November 6, 2023 City Council Meeting with information on whether appointees are open to being audio/video recorded during the Community Advisory Committee meetings.

Mayor Rodriguez returned to the dais at 9:51 p.m.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz reported that Voter Outreach staff from the LA County Elections Division attended the Police Department's National Night Out event and noted that the County registered two new voter registrations.

Director of Recreation and Community Services Venegas announced the Layne Park Grand Reopening will occur October 21, 2023; the San Fernando Mile Run and Dia de Los Muertos event will be on October 28, 2023; and mentioned that the City and VFW will host the Veterans Day Ceremony on November 4, 2023.

Assistant to the City Manager Hernandez commented on the Virtual San Fernando app.

Director of Finance Melton had no updates to report.

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Director of Community Development Ramirez announced the Planning and Preservation Commission meeting will be held on November 13, 2023; commented that staff participated in the LA County Homeowner Resource Fair and provided information on Accessory Dwelling Units; and invited the community to the Homeless Town Hall event.

Deputy City Manager/Economic Development Kith had no updates to report.

Police Chief Valdez provided updates on the Parent Academies, and thanked City Council, Departments, and the community for their support and participation at National Night Out event.

City Manager Kimball announced Department Heads will be at their annual retreat next week to discuss department work plans and strategic goals.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo commented on the National Night Out event and thanked Police Chief for providing staff personnel opportunities towards career growth and experience; requested to adjourn in memory of those who died in the attacks in Israel and requested to bring forward a resolution for peace in the Middle East.

Councilmember Solorio thanked staff for all their hard work.

Vice Mayor Mendoza commented on the National Night Out event; thanked staff for stepping up during Lt. Rosenberg's absence; mentioned she attended the Kidneys Quest Foundation Health and Wellness Expo; the Parent Academy at Santa Rosa; the Homeowners' Resource Fair; and thanked the City Manager and staff for their work.

Mayor Rodriguez thanked staff for all their efforts; commented on the Homeless Town Hall upcoming event and requested to promote the event at the Business Watch and Neighborhood Watch meetings, on the City's social media; invited the community to attend the San Fernando Outdoor Market and the Park community outreach meeting; noted she met with LAUSD staff about joint use properties; mentioned she participated in the CDBG and ARPA Ad Hoc Committee meetings and thanked Council for approving those recommendations; attended the SCAG meeting; the California Latino Caucus; and the Australian Council General Residence to discuss the economic impact and opportunities coming from the LA 2028 Olympics. She noted receiving recognition in Jalisco, Mexico for work done in San Fernando to uplift communities in need; mentioned she would be willing to assist with Councilmember Fajardo's request for a resolution for peace in the Middle East and read a statement by Peace Over Violence dedicated to a world without violence.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting October 16, 2023

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Director of Community Development Ramirez announced the City was awarded a grant for almost \$800,000 to use towards updating the City's Housing Element and establish preservation of historic properties.

ADJOURNMENT (10:09 p.m.)

Mayor Rodriguez adjourned the meeting in remembrance of the lives lost in the conflict of the Middle East, to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the October 16, 2023, Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**NOVEMBER 6, 2023 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:07 p.m.

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

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda, as amended to discuss Agenda Item No. 9 before Agenda Item No. 8 and move General City Council Comments to follow the conclusion of public statements. The motion carried unanimously.

PRESENTATIONS

- A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING NOVEMBER AS FAMILY COURT AWARENESS MONTH
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING NOVEMBER AS VETERAN'S MONTH

PUBLIC STATEMENTS

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting November 6, 2023

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Assistant City Attorney Richard Padilla announced rules of decorum and order.

Sylvia Ballin spoke honoring the legacy of Councilmember Cindy Montañez.

Patty Lopez talked about City Council representation on maintaining unity within the community.

Laura Juarez, Field Representative with the Office of Congressman Tony Cardenas, provided pamphlets with public information and the affordable connectivity program; and announced that Congressman Cardenas stands alongside and in support of the LGBTQ Community.

Julissa Hernandez, Field Representative for Assemblymember Luz Rivas' Office, provided her condolences to the Montañez family, provided updates on the Assemblywoman's annual hike and holiday party and toy drive; and announced Assemblywoman's dedication to promote unity and understanding of diverse community including the LGBTQ community.

Claire Simonich submitted a written public comment in support of the no bail policy.

The following speakers spoke in support of the Pickle the Drag Queen Story Time Hour at the Los Angeles County's San Fernando Library:

- | | | |
|-------------------------------------|-----------------------------------|----------------------------|
| 1. Dani Varela | 24. Hannah Johnson | 43. Arianna |
| 2. Danielle Directo-Mestor | 25. Rubi | 44. Carlie Arellano |
| 3. Christina Bernal | 26. Brenda Rodriguez | 45. Ernest E. Cornish |
| 4. David Bernal | 27. Johanna Haro | 46. GC |
| 5. Senator Caroline Menjivar (Zoom) | | 47. Corinne |
| 6. Lizette Padilla | <u>The following submitted</u> | 48. Janet Leon |
| 7. David Diaz | <u>written public statements:</u> | 49. Charity Wright |
| 8. Jeffrey Polanco | 28. Julio Garcia Solares | 51. Michael Kidd |
| 9. Melodie Kruspodin | 29. Victoria Hernandez | 52. Yolanda Medrano |
| 10. Alex Uribe | 30. Gabriella Bobadilla | 53. Laura Rodriguez |
| 11. Nadia Flores | 31. Zulma Gamez | 54. R. Grace Rodriguez |
| 12. Araceli Hernandez | 32. Mary Ann Martinez | 55. Rosa Ramirez |
| 13. Justan Torres | 33. Cecilia Plascencia | 56. Rey |
| 14. Robert Jacquez | 34. Eva Macias | 57. Rosa |
| 15. Sergio Amalfitano | 35. Stevie | 58. Selena J. |
| 16. Gabriela Gurrola | 36. Duque-Maciel Family | 59. Yuli Santiago |
| 17. Valentina Ruvalcaba | 37. Janet Ramirez | 60. Jaquez, Romero, Toral, |
| 18. Elisa Reyes | 38. Alejandra Aguirre | and Wade Families |
| 19. Azellea Amalfitano | 39. Amber Garcia | 61. Allen Magaña |
| 20. Rosalilia Mendoza | 40. Emely | 62. Ms. Stewart |
| 21. Martha | 41. Rhoanda M. | 63. Francisco Hernandez |
| 22. Dante Mejia | 41. Yazmin Spiteri | 64. Maxwell Kessler |
| 23. Andrew Hornyck | 42. Josiah Smith | 65. Katherine Cerna |

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting November 6, 2023

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The following submitted written public statements continued:

- 66. SF Neighbor
- 67. Teodora Reyes
- 68. Kevin Al Perez
- 69. Marisa Perez
- 70. Andrea Prado

- 71. Tre Jacquez
- 72. Laura Lichter
- 73. Sean Regan
- 74. Cristina T.
- 75. Sarah Vargas
- 76. David Diaz
- 77. Danielle Directo Meston

- 78. Tiana Brinton
- 79. Devlin Diaz
- 80. Adrian Perez
- 81. David Montoya
- 82. Sean Rivas

The following speakers spoke in opposition of Pickle the Drag Queen Story Time Hour at the Los Angeles County's San Fernando Library:

- 1. Victoria Garcia
- 2. Richard
- 3. Margarita Carranza
- 4. Carmen Vigil
- 5. Teresa O'Toole
- 6. Ricardo Benitez
- 7. Yolanda Haro
- 8. Alyssa Ramo
- 9. Daniela

- 10. David Bolog
- 11. Kim Boten
- 12. David Urzua
- 13. Laura Chavez
- 14. Benito Bernal
- 15. Nar Smart (Zoom)
- 16. Caller x0330 (Zoom)
- 17. Maria (Zoom)
- 18. Lucine Kosan (Zoom)

The following submitted written public statements:

- 19. Veronica Cervacio
- 20. Cathe Casillas

It was noted that City Council recessed at 8:07 p.m. and resumed public statements at 8:16 p.m.

Councilmember Fajardo provided a brief statement associated with the topic of tonight's public comments.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:
 - a. May 22, 2023 - Special
 - b. May 30, 2023 - Special
 - c. June 5, 2023 - Regular
 - d. October 16, 2023 - Special
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH HOME AGAIN LOS ANGELES TO PROVIDE COMMUNITY RESOURCE SUPPORT THROUGH THE CITY'S BUSINESS AND COMMUNITY RESOURCE CENTER
- 4) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION
- 5) CONSIDERATION TO ADOPT A RESOLUTION TO ACCEPT PROJECT FUNDS FROM THE LOS ANGELES FLOOD CONTROL DISTRICT SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM FOR THE SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting November 6, 2023

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- 6) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF THE NOTICE OF COMPLETION FOR LAYNE PARK REVITALIZATION PROJECT

PUBLIC HEARING

- 7) A PUBLIC HEARING TO CONSIDER APPROVING THE ADOPTION OF AN ORDINANCE APPROVING A MILITARY USE EQUIPMENT POLICY, AS REQUIRED BY ASSEMBLY BILL 481
(THIS ITEM HAS BEEN CONTINUED TO A DATE UNCERTAIN)

ADMINISTRATIVE REPORTS

- 9) DISCUSSION ON HONORING THE LIFE AND LEGACY OF CINDY MONTAÑEZ

Councilmember Fajardo introduced the item.

By consensus the City Council directed staff to bring back to a future meeting proposals for professional park restoration services, identify potential funding sources, and draft designs for permanent signage for the Cindy Montañez Natural Park, with plans for the City to host future community-park clean up events and adoption of Resolution declaring January 19 (her birthday) as Cindy Montañez Day and annually on January 19 invite community members to talk about her impact and her accomplishments. In addition, the City Council directed staff to postpone the November 20, 2023 regular City Council meeting to a date certain of November 28, 2023 and authorized staff to host and plan a formal Celebration of Life Ceremony event in coordination with the Montañez family and TreePeople for the date of November 21, 2023 to be held at the San Fernando Recreation Park.

- 8) DISCUSSION TO CONSIDER THE PROCESS FOR FILLING THE EXISTING CITY COUNCIL VACANCY

City Manager Nick Kimball and Assistant City Attorney Nick Kimball presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve option No. 2 to adopt resolutions calling for and giving notice of holding a Special Municipal Election on March 5, 2024, requesting to consolidate the Election with the Statewide General Election, requesting the County of Los Angeles Board of Supervisors to authorize Los Angeles County Elections Official to perform election services, and adopting regulations pertaining to materials and regulations pertaining to Candidate Statements. Motion carries with the following vote:

ROLL CALL

AYES: Fajardo, Mendoza, Rodriguez – 3

NOES: Solorio – 1

ABSTAIN: None

ABSENT: None

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting November 6, 2023

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball introduced new Director of Public Works Wendell Johnson.

City Clerk Fritz mentioned the approved draft Commissioner Handbook was presented to the Transportation and public Safety Commission on November 2 and would be presented to the remaining three Commission meetings throughout the month of November.

Director of Recreation and Community Services Venegas spoke recent community events and park programming including the upcoming the Holiday Tree Lighting event.

Director of Community Development Ramirez announced the upcoming Planning and Preservation Commission meeting.

Director of Finance Melton announced the city was awarded the Government Finance Officers Association Distinguished Certificate of Achievement for Excellence in Financial Reporting Award Program.

Deputy City Manager/Economic Development Kith extended an invitation to Council for the United States Postal Service Credit Union's grand opening and ribbon cutting event.

Police Chief Valdez visited neighborhoods celebrating Halloween, announced the next Community Academy and thanked the City of Monterey Park's Police Department for their assistance in support of tonight's meeting.

City Manager Kimball spoke about the Police Chief's Community Policing efforts were successfully demonstrated during this year's Halloween, and talked about the Executive Management retreat.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo spoke about the process of receiving and reading written public comments, and attended Lieutenant Hanchett retirement luncheon and spoke about the origin of the Veterans Recognition Banner program.

Councilmember Solorio encouraged individuals to take time tonight towards their wellbeing and mental health care.

Vice Mayor Mendoza spoke about tonight's public comments associated with Pickles the Drag Queen event, mentioned she attended the dia de los muertos event, Lieutenant Hanchett retirement luncheon, the Veterans Day celebration at the Veterans of Foreign Wars Post 3834, noted she attended the Metropolitan Water District's Executive Board meeting where the meeting was adjourned in memory of Councilmember Montañez and shared a few memories of Councilmember Montañez.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting November 6, 2023

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Mayor Rodriguez spoke about Councilmember Cindy Montañez and held a moment of silence in her honor.

ADJOURNMENT (9:57 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Cindy Montañez to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the November 6, 2023, Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**DECEMBER 4, 2023 – 5:15 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Celeste T. Rodriguez called the meeting to order at 5:20 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio

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

Absent: None

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:21 P.M.)

By consensus, Councilmembers recessed to Closed Session.

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

SAN FERNANDO CITY COUNCIL

MINUTES – Special Meeting November 28, 2023

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San Fernando Police Civilian Association

San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Title of Employee: City Attorney

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on December 4, 2023.

ADJOURNMENT (6:04 p.m.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of the December 4, 2023, Special meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**DECEMBER 11, 2023 – 5:15 P.M.
ADJOURNED REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Vice Mayor Mary Mendoza called the meeting to order at 5:15 p.m.

Present: Council: Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, Director of Community Development Erika Ramirez, and City Clerk Julia Fritz

Absent: Mayor Celeste Rodriguez

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS

None

SAN FERNANDO CITY COUNCIL

MINUTES – Adjourned Regular Meeting December 11, 2023

Page 2 of 3

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve:

- 1) CONSIDERATION TO APPROVE A SECOND READING ADOPTING ORDINANCE NO. 1720 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

The motion carried, unanimously.

ADMINISTRATIVE REPORTS

- 2) DISCUSSION AND CONSIDERATION REGARDING APPOINTING COUNCILMEMBER JOEL FAJARDO TO THE ECONOMIC DEVELOPMENT/DOWNTOWN MASTER PLAN AD HOC COMMITTEE

Councilmember Fajardo presented the staff report.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to appoint Councilmember Fajardo to the Economic Development/Downtown Master Plan Ad hoc Committee. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball reminded City Council about the upcoming City-wide Employee Holiday Luncheon on December 12.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo noted he was unable to attend the Tree Lighting event, wished everyone a Merry Christmas and happy holidays and requested that the meeting be adjourned in memory of the three people recently killed at the University of Las Vegas that occurred on December 7, 2023.

Councilmember Solorio wished everyone a Merry Christmas and happy holidays suggested a potential city holiday parade in the future.

Vice Mayor Mendoza wished everyone a Merry Christmas and happy holidays and thanked staff for their work.

SAN FERNANDO CITY COUNCIL

MINUTES – Adjourned Regular Meeting December 11, 2023

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Vice Mayor Mendoza recessed the meeting at 5:21 p.m. to the Closed Session meeting.

RECESS TO CLOSED SESSION

- A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2):
DISCUSSION WITH LEGAL COUNSEL RE: ANTICIPATED LITIGATION

One (1) Matter

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on December 11, 2023.

ADJOURNMENT (5:55 p.m.)

Vice Mayor Mendoza adjourned the meeting in memory of the three people recently killed at the University of Las Vegas that occurred on December 7, 2023 to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the December 11, 2023, Adjourned Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: January 16, 2024

Subject: Consideration to Adopt Resolution Nos. 23-122, 24-011 and 24-012 Approving the Warrant Registers of December 18, 2023, January 2, 2024, and January 16, 2024, Respectively

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 23-122 (Attachment "A") approving the Warrant Register dated December 18, 2023;
- b. Adopt Resolution No. 24-011 (Attachment "B") approving the Warrant Register dated January 2, 2024; and
- c. Adopt Resolution No. 24-012 (Attachment "C") approving the Warrant Register dated January 16, 2024.

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 Treasure 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

Consideration to Adopt Resolution Nos. 23-122, 24-011 and 24-012 Approving the Warrant Registers of December 18, 2023, January 2, 2024 and January 16, 2024, Respectively

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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.

There are three Warrant Registers attached due to the lack of a formal City Council meeting on December 18, 2023 and January 2, 2024. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandums provided to the Director of Finance/City Treasurer approving the release of the Warrants are attached to this report (Attachments "D", "E" & "F").

ATTACHMENTS:

- A. Resolution No. 23-122; including:
 - Exhibit A: Payment Demands/Voucher List
- B. Resolution No. 24-011; including:
 - Exhibit A: Payment Demands/Voucher List
- C. Resolution No. 24-012; including:
 - Exhibit A: Payment Demands/Voucher List
- D. Resolution No. 6212 (August 3, 1992)
- E. Memorandums Approving Release of Warrant Register (December 18, 2023)
- F. Memorandums Approving Release of Warrant Register (January 2, 2024)

RESOLUTION NO. 23-122

**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. 23-122**

**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 16th day of January, 2024.

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. 23-122, 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 16th day of January, 2024, 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 January, 2024.

Julia Fritz, City Clerk

vchlist
12/18/2023 11:00:26AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233972	12/18/2023	892287 99 CLEANERS	D 55069		DRY CLEANING-SR CLUB TABLE CLOT 004-2380	93.00
					Total :	93.00
233973	12/18/2023	891587 ABLE MAILING INC.	38502	12972	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	106.04
				12972	070-382-0000-4300	106.05
			38503		WATER ENV STORAGE-NOV 2023 070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	237.09
233974	12/18/2023	894406 ADVANCE AUTO PARTS	8681333138867		VEHICLE MAINT-PD2302 041-320-0225-4400	34.46
			8681333412765		VEHICLE MAINT-PD6004 041-320-0221-4400	31.39
					Total :	65.85
233975	12/18/2023	888356 ADVANCED AUTO REPAIR	1630	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0225-4400	137.06
			1631	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0225-4400	360.00
			1632	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0225-4400	2,190.07
			1633	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0311-4400	515.27
			1635	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0228-4400	115.65
			1637	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0224-4400	210.23
			1638	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0311-4400	321.58
			1639	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0224-4400	271.97
			1640	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0225-4400	353.67

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12/18/2023 11:00:26AMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233975	12/18/2023	888356 ADVANCED AUTO REPAIR	(Continued)			
			1641	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0225-4400	393.25
			1642	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0390-4400	311.06
			1643	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0390-4400	495.00
			1644	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0311-4400	462.49
			1646	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0224-4400	1,130.37
			1647	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0390-4400	67.13
					Total :	7,334.80
233976	12/18/2023	889043 ALADIN JUMPERS	12231	13051	DELIVERY & INSTALL OF DANCE FLOC 001-424-0000-4430	1,500.00
			12621	13051	DELIVERY & INSTALL OF DANCE FLOC 001-420-0000-4260	2,108.00
			8216	13051	DELIVERY & INSTALL OF DANCE FLOC 001-424-0000-4430	1,590.00
					Total :	5,198.00
233977	12/18/2023	100124 ALL-PHASE ELECTRIC SUPPLY CO.	0946-1079162		BATTERIES PARKING METERS 029-335-0000-4320	521.48
					Total :	521.48
233978	12/18/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO 004-2346	80.03
					Total :	80.03
233979	12/18/2023	100143 ALONSO, SERGIO	NOV 2023	13077	MMAP INSTRUCTOR SERGIO ALONSO 004-2360	1,330.00
					Total :	1,330.00
233980	12/18/2023	894078 AMERICAN BUSINESS BANK	P20		5% RETENTION-SF REGIONAL PARK 010-2037	1,007.22

Page: 2

vchlist
 12/18/2023 11:00:26AM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233980	12/18/2023	894078 894078 AMERICAN BUSINESS BANK	(Continued)			Total : 1,007.22
233981	12/18/2023	100175 AMERICAN WATER WORKS ASSOC.	SO132862		TRAINING MATERIALS 070-381-0000-4360	130.50 Total : 130.50
233982	12/18/2023	100188 ANDY GUMP INC.	INV1086130	13005	PORTABLE RESTROOM SERV FOR CIT 043-390-0000-4260	336.49
			INV1086131	13005	PORTABLE RESTROOM SERV FOR CIT 070-384-0000-4260	336.34 Total : 672.83
233983	12/18/2023	894640 ARZATE, JAVIER	110623		DAMAGE CLAIM REIMBURSEMENT 006-190-0000-4800	114.08 Total : 114.08
233984	12/18/2023	889626 ASSETWORKS, INC	MA23-248		ASSETMAXX ANNUAL RENEWAL FEE 001-135-0000-4260	1,848.00 Total : 1,848.00
233985	12/18/2023	893939 AXON ENTERPRISES, INC	INUS206848	12579	BODY/VEHICLE CAMERA SYSTEM AND 010-225-3698-4500	5,399.46
			INUS207471	12579	BODY/VEHICLE CAMERA SYSTEM AND 010-225-3698-4500	58,192.15 Total : 63,591.61
233986	12/18/2023	889913 BALLIN, SYLVIA	NOV 2023		GLACVCD TRUSTEE MEMBER STIPENI 001-190-0000-4111	150.00 Total : 150.00
233987	12/18/2023	893591 BIOMEDICAL WASTE DISPOSAL	131953		BIOMEDICAL WASTE PICK UP & DISPO 001-222-0000-4260	100.00 Total : 100.00
233988	12/18/2023	888800 BUSINESS CARD	102723		LODGING-LEAGUE OF CAL CONFEREN 001-105-0000-4370	620.24
			102723		REGISTRATION-ANNUAL CONFERENCI 001-105-0000-4370	750.00

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233988	12/18/2023	888800 BUSINESS CARD	(Continued)			
			103023		ITEMS RETURNED 001-424-0000-4300	-45.18
			110623		ANNUAL SUBSCRIPTION 001-190-0000-4267	468.00
			110923		CIF-WIRELESS MICROPHONES FOR SI 053-101-0107-4430	135.47
			111723		PENCILS 001-101-0000-4430	22.02
			112023-2		SUPPLIES-C MONTANEZ CELEBRATIO 001-101-0000-4430	246.23
			112123		SUPPLIES-HOLIDAY TREE LIGHTING 001-424-0000-4300	155.76
			112223		SWEETS-C MONTANEZ CELEBRATION 001-101-0000-4430	50.00
			112623		E-SIGNATURE SUBSCRIPTION 001-115-0000-4260	131.15
			112923		CITY SEAL STICKERS 001-155-0000-4300	151.49
			113023		DINNER FOR CC MTG - 11/28/23 001-101-0000-4300	117.87
			120123		CERTIFICATE JACKETS 001-101-0000-4300	867.59
			120123		BUDGET AWARD APPLICATION FEE 001-130-0000-4370	445.00
			120123		FLORAL ARRANGEMENTS-C MONTANE 001-101-0000-4430	303.19
			120123		FLORAL ARRANGEMENTS-C MONTANE 001-101-0000-4430	260.00
			120123		FLORAL ARRANGEMENTS-C MONTANE 001-101-0000-4430	100.00
			120423		TRACKLESS TRAIN-HOLIDAY TREE LIG 004-2385	1,170.00
			120423		CITY EMAIL-DEC 2023 001-135-0000-4260	2,017.18
			120423		USB FLASH DRIVES 001-105-0000-4300	42.58

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233988	12/18/2023	888800 BUSINESS CARD	(Continued) 120523		DINNER-CC MTG 12/04/23 001-101-0000-4300	140.02
			120523		RENEWAL PROCESS FOR GRANT & FI 001-222-0000-4380	495.00
			120523-1		WEBCAM 001-155-0000-4300	79.16
			120523-2		TABLE CLOTHES-SENIOR DANCE 004-2380	99.18
			891349		VPN SUBSCRIPTION-NOV 2023 001-135-0000-4260	78.30
					Total :	8,900.25
233989	12/18/2023	888800 BUSINESS CARD	112023-1		LODGING-POST TRAINING 001-225-0000-4360	886.80
			112023-2		LODGING-POST TRAINING 001-225-0000-4360	886.80
			112223		PARKING FEE-CIVILIAN SUPERVISOR (C 001-225-0000-4360	40.00
			112823		LODGING-CIVILIAN SUPERVISOR COU 001-225-0000-4360	877.15
			112923		BREAK ROOM SUPPLIES 001-222-0000-4300	589.18
			113023		CAKE FOR RESERVES 001-222-0000-4300	82.32
			120523		REGISTRATION-SEARCH WARRANT TF 001-225-0000-4360	135.23
			120523		LODGING-CIVILIAN SUPERVISOR COU 001-225-0000-4360	877.15
			120623		LODGING-PUBLIC SAFETY DISPATCH (C 001-225-0000-4360	723.70
					Total :	5,098.33
233990	12/18/2023	894618 C.I. BUSINESS EQUIPMENT INC.	18254		TIMESTAMP MAINTENANCE 001-115-0000-4260	544.61
					Total :	544.61

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233991	12/18/2023	892464 CANON FINANCIAL SERVICES, INC	31539962	12948	LEASE FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	2,005.79
					Total :	2,005.79
233992	12/18/2023	892465 CANON SOLUTIONS AMERICA, INC.	6006144779	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	1,676.94
					Total :	1,676.94
233993	12/18/2023	893821 CAPITAL ONE TRADE CREDIT	52874638		SAFETY ITEMS 043-390-0000-4300	151.86
					Total :	151.86
233994	12/18/2023	891860 CARL WARREN & COMPANY	20319-23092		REIMBURSEMENT TO WORKER'S COM 006-1037	31,067.45
					Total :	31,067.45
233995	12/18/2023	103814 CERVANTES, JORGE	REIMB.		REFRESHMENTS-COMMUNITY ACAD 001-222-0000-4300	73.25
					Total :	73.25
233996	12/18/2023	894010 CHARTER COMMUNICATIONS	0010369111823		PD CABLE SRVS- 11/18-12/17 001-222-0000-4260	229.62
			0335899111023		PD 5G INTERNET SRVS-11/10-12/09 010-225-3698-4500	2,600.00
			196309112323		INTERNET SERVICES-11/23-12/22 001-190-0000-4220	1,399.00
					Total :	4,228.62
233997	12/18/2023	103029 CITY OF SAN FERNANDO	5832-5858		REIMB TO WORKER'S COMP ACCT 006-1038	11,435.21
					Total :	11,435.21
233998	12/18/2023	890893 CITY OF SAN FERNANDO	DEC 2023		CITY PROPERTY UTILITY BILLING 043-390-0000-4210	23,496.58
			FY23/24		CIF-TBC HOLIDAY GATHERING 053-101-0107-4430	100.00
					Total :	23,596.58

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233999	12/18/2023	893618 DANA SAFETY SUPPLY INC	882386		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
					Total :	1,056.02
234000	12/18/2023	893969 DIAMOND ENVIRONMENTAL SERVICES	0005051251		PORTABLE RESTROOMS & HANDWASH	
				12987	004-2385	921.45
					Total :	921.45
234001	12/18/2023	100989 DOOLEY ENTERPRISES INC.	66813		ASSORTED AMMUNITION	
				13065	001-222-0000-4300	3,583.88
					Total :	3,583.88
234002	12/18/2023	894082 ELIAS, LILIA LETICIA	123123		SENIOR DANCE CLEAN UP SERVICE-1:	
					004-2380	208.00
					Total :	208.00
234003	12/18/2023	891650 ENTERPRISE FLEET	FBN4886243		PURCH OF TEN(10) VEHICLES FOR TH	
				12939	041-420-0000-4500	7,707.15
					Total :	7,707.15
234004	12/18/2023	103851 EVERSOF, INC.	R2418223		WATER SOFTENER RENTAL-WELL 2A	
					070-384-0000-4260	58.45
					Total :	58.45
234005	12/18/2023	101147 FEDEX	8-327-34678		COURIER SERVICE	
					001-190-0000-4280	56.96
					Total :	56.96
234006	12/18/2023	893029 FERGUSON WATERWORKS #1083	0016704-2		FIRE HYDRANT & FIRE SERVICE SUPP	
			0017377-1	13015	070-385-0701-4600	1,656.56
				13015	FIRE HYDRANT & FIRE SERVICE SUPP	
					070-385-0701-4600	274.52

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234006	12/18/2023	893029 893029 FERGUSON WATERWORKS #1083	(Continued)			Total : 1,931.08
234007	12/18/2023	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER	
			209-151-4939-102990		070-384-0000-4220	43.04
			209-188-4361-031792		MUSIC CHANNEL	
			209-188-4362-031792		001-190-0000-4220	39.13
			209-188-4363-031892		RCS PHONE LINES	
					001-420-0000-4220	127.18
					POLICE PHONE LINES	
					001-222-0000-4220	806.59
					VARIOUS PHONE LINES	
					001-190-0000-4220	90.46
					070-384-0000-4220	330.42
					001-420-0000-4220	264.06
			818-361-6728-080105		ENGINEERING FAX LINE	
			818-365-5097-120298		001-310-0000-4220	45.43
			818-837-1509-032207		PD NARCOTICS VAULT	
			818-837-2296-031315		001-222-0000-4220	45.02
			818-838-4969-021803		PW PHONE LINES	
					001-190-0000-4220	45.43
					VARIOUS CITY HALL LINES	
					001-190-0000-4220	360.41
					PD ALARM PANEL	
					001-222-0000-4220	137.49
					Total :	2,334.66
234008	12/18/2023	101273 GARCIA, PATTY	REIMB.		EVENT SUPPLIES	
					001-424-0000-4300	255.84
					Total :	255.84
234009	12/18/2023	892754 GARCIA, SYLVIA	120523		REIMB.-SUPPLIES FOR SR TRIP	
					004-2380	54.61
					Total :	54.61
234010	12/18/2023	101376 GRAINGER, INC.	9897707635		EQUIPMENT & SUPPLIES FOR VARIOU	
			9909344096	13027	070-384-0000-4330	250.30
					EQUIPMENT & SUPPLIES FOR VARIOU	

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234010	12/18/2023	101376 GRAINGER, INC.	(Continued)			
			9913330040	13027	001-311-0000-4300 EQUIPMENT & SUPPLIES FOR VARIOU	262.52
				13027	001-311-0000-4300	21.63
					Total :	534.45
234011	12/18/2023	893344 GRAND ELECTRICAL SUPPLY	201871		MATL'S TO REPAIR COMPRESSOR	
					043-390-0000-4300	28.11
					Total :	28.11
234012	12/18/2023	894407 GRAYBAR FINANCIAL SERVICES	15746926		VOIP MONLTY LEASE PAYMENT-DEC'2:	
					001-190-0000-4220	944.53
					001-222-0000-4220	944.54
					001-420-0000-4220	404.80
					070-384-0000-4220	404.80
					Total :	2,698.67
234013	12/18/2023	101434 GUZMAN, JESUS ALBERTO	NOV 2023		MMAP INSTRUCTOR JESUS ALBERTO	
				13067	004-2360	1,500.00
					Total :	1,500.00
234014	12/18/2023	101428 H & H WHOLESALE PARTS	1IN0607170		VEH. BATTERIES INCLUDING DELIVER	
			1IN0607178	13023	041-1215	182.92
				13023	VEH. BATTERIES INCLUDING DELIVER	
					041-1215	389.92
					Total :	572.84
234015	12/18/2023	101427 H.C. STROUD	16753		VEHICLE MAINT-ME8615	
					074-320-0000-4400	749.70
					Total :	749.70
234016	12/18/2023	101458 HARRINGTON INDUSTRIAL PLASTICS	005E1514		PARTS FOR TREATMENT SYSTEM	
					070-384-0000-4300	1,111.49
					Total :	1,111.49
234017	12/18/2023	893817 HERNANDEZ MOLINA, MARIO ALBERTO	NOV 2023		MMAP INSTRUCTOR MARIO HERNAN	
				13079	004-2360	720.00

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234017	12/18/2023	893817 893817 HERNANDEZ MOLINA, MARIO ALBERTO	(Continued)			
					Total :	720.00
234018	12/18/2023	892439 HISTORICAL RESOURCES, INC.	1249		LOPEZ ADOBE PROFESSIONAL MGMT	
				12961	001-420-0000-4260	225.00
					Total :	225.00
234019	12/18/2023	101529 HOME DEPOT 0609	3903124		APPLIANCES FOR PIONEER HOUSE	
			7901583	13068	001-424-0000-4500	1,696.42
				13068	APPLIANCES FOR PIONEER HOUSE	
					001-424-0000-4500	3,627.49
			9902471	13068	APPLIANCES FOR PIONEER HOUSE	
					001-424-0000-4500	-1,553.51
					Total :	3,770.40
234020	12/18/2023	894471 HUBBARD-GUZMAN, INC.	005		JUI-JITSU TRAINING	
				12951	001-225-0000-4360	350.00
					Total :	350.00
234021	12/18/2023	892682 IPS GROUP, INC.	INV91772		SMART METER CREDIT CARD TRANSA	
				13045	029-335-0000-4260	1,976.13
					Total :	1,976.13
234022	12/18/2023	891777 IRRIGATION EXPRESS	15283828-00		IRRIGATION SUPPLIES FOR REPAIRS &	
				12988	070-384-0000-4300	383.03
					Total :	383.03
234023	12/18/2023	894007 KARINA SWEEPING COMPANY	0020		SWEEPING SERVICES- CITY OWNED P	
			0021	13020	023-311-0000-4260	7,440.00
				13020	SWEEPING SERVICES- CITY OWNED P	
					023-311-0000-4260	7,200.00
					Total :	14,640.00
234024	12/18/2023	892641 KIDNEY QUEST FOUNDATION, INC.	FY23/24		CIF-GIVE A GIFT TO A CHILD PROGRAM	
					053-101-0107-4430	100.00
					053-101-0113-4430	100.00
					Total :	200.00
234025	12/18/2023	888138 KOPPL PIPELINE SERVICES, INC.	27077		MISC SUPPLIES	

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234025	12/18/2023	888138 KOPPL PIPELINE SERVICES, INC.	(Continued)		070-383-0000-4310	181.71
					Total :	181.71
234026	12/18/2023	102007 L.A. COUNTY SHERIFFS DEPT.	241100BL	13018	PRE-PACKAGED, PREPARED INMATE M	542.70
					001-225-0000-4350	542.70
					Total :	542.70
234027	12/18/2023	893063 LEON, MIGUEL	120423		REIMB-SENIOR CLUB ACTIVITIES	643.31
					004-2380	643.31
					Total :	643.31
234028	12/18/2023	101920 LIEBERT CASSIDY WHITMORE	253534		LEGAL SERVICES	747.50
			254492		LEGAL SERVICES	264.00
			254558		LEGAL SERVICES	2,065.50
			254567		LEGAL SERVICES	140.50
			254578		LEGAL SERVICES	6,610.00
			254595		LEGAL SERVICES	1,780.50
					Total :	11,608.00
234029	12/18/2023	101974 LOS ANGELES COUNTY	OCT 2023	13019	ANIMAL CARE & CONTROL SERVICES	7,960.87
					001-190-0000-4260	7,960.87
					Total :	7,960.87
234030	12/18/2023	894639 LOS ANGELES COUNTY	FY23/24		CIF-LIBRARY PROGRAMS	100.00
					053-101-0104-4430	100.00
					Total :	100.00
234031	12/18/2023	892477 LOWES	9747-01048		POLES FOR REMOVAL OF POSTERS	119.31
			9747-01049		SMALL TOOLS	

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234031	12/18/2023	892477 LOWES	(Continued)		043-390-0000-4300	26.00
			9747-01152		PAINT	91.07
			9747-01154		LOPEZ ADOBE LIGHTS	377.59
			9747-01787		HOLIDAY TREE LIGHTS & SUPPLIES	618.48
			9747-01788		MATL'S FOR REPAIRS	31.73
			9747-01801		MATL'S FOR REPAIRS	45.99
			9747-78905		MAINT ITEMS	97.87
			9747-84092		PAINT	65.33
			9747-901939		POTTERY	34.33
			9747-95742		VEHICLE MAINT-ME8615	269.42
			9747-95750		VEHICLE MAINT-ME8615	261.05
			9754-01772		SMALL TOOLS-PVC CUTTER	175.80
			9754-76401		MATL'S FOR TREATMENT PLANTS	664.17
			9754-97512		BACKFLOW PARTS-820 SFRD	38.89
					Total :	2,917.03
234032	12/18/2023	890992 M & M PAPER COMPANY	IN18859		COPY PAPER	1,717.70
					001-190-0000-4300	1,717.70
					Total :	1,717.70
234033	12/18/2023	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	39.21
					007-440-0441-4220	

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234033	12/18/2023	888242 888242 MCI COMM SERVICE	(Continued)			Total : 39.21
234034	12/18/2023	893200 MCKESSON MEDICAL-SURGICAL	21384545		MEDICATION 001-225-0000-4350	205.21 Total : 205.21
234035	12/18/2023	102148 METROPOLITAN WATER DISTRICT	11244	12976 12976	DELIVERY OF TREATED WATER-AUG 2 070-384-0000-4450 010-384-0857-4600	8,892.61 323,486.59 Total : 332,379.20
234036	12/18/2023	102148 METROPOLITAN WATER DISTRICT	11303	12976	DELIVERY OF TREATED WATER-OCT 2 010-384-0857-4600	309,797.80 Total : 309,797.80
234037	12/18/2023	102148 METROPOLITAN WATER DISTRICT	11274	12976	DELIVERY OF TREATED WATER-SEPT : 010-384-0857-4600	299,198.00 Total : 299,198.00
234038	12/18/2023	102148 METROPOLITAN WATER DISTRICT	49366	12976	DELIVERY OF TREATED WATER-PENAI 010-384-0857-4600	6,647.58 Total : 6,647.58
234039	12/18/2023	102148 METROPOLITAN WATER DISTRICT	49374	12976	DELIVERY OF TREATED WATER-PENAI 010-384-0857-4600	2,991.98 Total : 2,991.98
234040	12/18/2023	893973 MORENO, JENNIFFER	REIMB.		EVENT SUPPLIES 004-2346 001-420-0000-4390	60.28 5.37 Total : 65.65
234041	12/18/2023	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	21.56 Total : 21.56
234042	12/18/2023	102325 NAPA AUTO PARTS	6410-150340		WALL PLATE-PD2302 041-320-0225-4400	44.09

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234042	12/18/2023	102325 102325 NAPA AUTO PARTS	(Continued)			Total : 44.09
234043	12/18/2023	102333 NATIONAL BUSINESS FURNITURE	MK597550-LES	12978	4 CHAIRS & TABLE FOR COMM. DEV. 001-152-0000-4300	183.12 Total : 183.12
234044	12/18/2023	893348 NCSI	40002		BACKGROUND CHECKS 017-420-1343-4260	18.50 Total : 18.50
234045	12/18/2023	893405 NEW HORIZON	2478695		LP PHONE SERVICE-DEC 2023 001-420-0000-4220	335.27 Total : 335.27
234046	12/18/2023	102412 NORTHEAST VALLEY HEALTH CORP.	FY23/24		CIF-ANNUAL TOY DRIVE 053-101-0107-4430 053-101-0113-4430	150.00 150.00 Total : 300.00
234047	12/18/2023	894100 ODP BUSINESS SOLUTIONS , LLC	333945466001		OFFICE SUPPLIES 001-222-0000-4300	123.26
			334723433001		OFFICE SUPPLIES 001-222-0000-4300	15.27
			334736229001		OFFICE SUPPLIES 001-222-0000-4300	55.01
			338333100001		OFFICE SUPPLIES 001-222-0000-4300	75.27
			338366306001		ITEM RETURNED 001-222-0000-4300	-50.38
			3387843043001		OFFICE SUPPLIES 001-130-0000-4300	4.64
			340085573001		OFFICE SUPPLIES 001-130-0000-4300	62.27
			340711164001		OFFICE SUPPLIES 001-310-0000-4300	59.18
			341563866001		OFFICE SUPPLIES 001-222-0000-4300	65.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234047	12/18/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			341564958001		OFFICE SUPPLIES	
					001-222-0000-4300	9.10
			341564963001		OFFICE SUPPLIES	
					001-222-0000-4300	18.69
			341564973001		OFFICE SUPPLIES	
					001-222-0000-4300	26.43
			341825802001		OFFICE SUPPLIES	
					001-115-0000-4300	13.31
			341826062001		OFFICE SUPPLIES	
					001-115-0000-4300	44.35
			341854096001		ITEM RETURNED	
					001-222-0000-4300	-50.38
			342188486001		OFFICE CHAIR	
					006-190-0000-4300	964.43
			342312842001		OFFICE SUPPLIES	
					001-310-0000-4300	144.69
			343034023001		OFFICE SUPPLIES	
					001-222-0000-4300	40.45
			343035236001		OFFICE SUPPLIES	
					001-222-0000-4300	31.74
			343035237001		OFFICE SUPPLIES	
					001-222-0000-4300	17.63
			343035238001		OFFICE SUPPLIES	
					001-222-0000-4300	11.01
			343073131001		OFFICE SUPPLIES	
					001-222-0000-4300	56.22
			343287056001		OFFICE SUPPLIES	
					001-130-0000-4300	48.49
			343287851001		OFFICE SUPPLIES	
					001-130-0000-4300	95.96
			344095360001		OFFICE SUPPLIES	
					001-130-0000-4300	16.01
					Total :	1,898.58
234048	12/18/2023	893258 OMNIGO SOFTWARE	I-OS015267	13017	RMS, CAD, MOBILE AND BWC INTERFA	
					001-135-0000-4260	24,792.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234048	12/18/2023	893258 OMNIGO SOFTWARE	(Continued)			Total : 24,792.05
234049	12/18/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4605-137749	13008	VEH. MAINT. AND REPAIR PARTS FOR (13.26
			4605-143416	13008	041-320-0225-4400	25.26
			4605-145771	13008	VEH. MAINT. AND REPAIR PARTS FOR (127.39
			4605-146058	13008	041-320-0152-4400	86.78
			4605-146688	13008	VEH. MAINT. AND REPAIR PARTS FOR (123.40
			4605-146795	13008	070-383-0000-4400	7.62
			4605-146799	13008	VEH. MAINT. AND REPAIR PARTS FOR (6.93
			4605-146939	13008	041-320-0225-4400	52.89
					Total :	443.53
234050	12/18/2023	894637 OROZCO, JUAN	123123		MUSIC FOR SR DANCE ON 12/31/23	
					004-2380	2,400.00
					Total :	2,400.00
234051	12/18/2023	893984 ORTEGA, ADAN	JUNE-OCT 2023		MWD REPRESENTATIVE STIPEND (JUN	
					001-101-0000-4111	1,250.00
					Total :	1,250.00
234052	12/18/2023	100221 ORTEGA, SYLVIA	REPL CK 228524		REPL STALE DATED CK-PER DIEM-C.L.	
					001-2140	125.00
			REPL CK227435		REPL STALE DATED CK-PER DIEM-C.L.	
					001-2140	115.00
					Total :	240.00
234053	12/18/2023	894024 ORTIZ ENTERPRISES, INC.	P20	12650	SF REGIONAL PARK INFILTRATION PR	
				12650	010-310-0620-4600	13,297.20
					010-310-0764-4600	6,847.20

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234053	12/18/2023	894024 ORTIZ ENTERPRISES, INC.	(Continued)		010-2037	-1,007.22
					Total :	19,137.18
234054	12/18/2023	894575 PABALAN, JEROME	LOPEZ12223	13073	LIGHT PROD. FOR HOLIDAY EVENT AT	3,000.00
				13073	004-2385	350.00
					001-423-0000-4300	
					Total :	3,350.00
234055	12/18/2023	892850 PADILLA, ALBINA M.	120423		REIMB.-SUPPLIES FOR SR TRIP	52.00
					004-2383	
					Total :	52.00
234056	12/18/2023	889385 PAK, JEFFREY	REIMB.		LUNCH-INFORMANT DEVEL TRAINING	15.00
					001-225-0000-4360	
					Total :	15.00
234057	12/18/2023	892360 PARKING COMPANY OF AMERICA	INVM0018212	13076	OCT-PUBLIC TRANSPORTATION SERVI	36,548.34
				13076	007-313-0000-4260	9,609.65
				13076	008-313-0000-4260	7,320.06
					007-313-3630-4402	
					Total :	53,478.05
234058	12/18/2023	894186 PAT-CHEM LABORATORIES	23K0605		WATER SAMPLING	65.00
					070-384-0000-4260	
					Total :	65.00
234059	12/18/2023	889545 PEREZ, MARIBEL	REIMB.		EVENT SUPPLIES	391.32
					001-423-0000-4300	53.82
					004-2385	
					Total :	445.14
234060	12/18/2023	102688 PROFESSIONAL PRINTING CENTERS	112823	13060	PRE-PRINTED FORMS-COUCIL MEMBE	258.00
			21826	13060	PRE-PRINTED FORMS & ENVELOPES	1,212.75
				13060	070-382-0000-4300	1,212.75
					072-360-0000-4300	
			21881		MARKETING MATERIALS	

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234060	12/18/2023	102688 PROFESSIONAL PRINTING CENTERS	(Continued)	13060	001-420-0000-4300	324.14
					Total :	3,007.64
234061	12/18/2023	893970 QUADIENT INC.	17177379		MAILING MACHINE INK	221.00
					001-190-0000-4300	
					Total :	221.00
234062	12/18/2023	894630 RICHARD W. VEYNA ASSOCIATES	5244		INSPECTION OF TREES	1,425.00
					072-1236	
					Total :	1,425.00
234063	12/18/2023	892856 SALAS, JUAN	REIMB.		VARIOUS SUPPLIES	143.23
					001-422-0000-4300	
					Total :	143.23
234064	12/18/2023	103050 SAN FERNANDO PET HOSPITAL	201483		K9-VET SERVICES	42.00
					001-225-0000-4270	
					Total :	42.00
234065	12/18/2023	891253 SAN FERNANDO SMOG TEST ONLY	2139		SMOG TEST-E1171553-WA8095	65.00
			2301		041-320-0000-4450	65.00
			2302		SMOG TEST-E1079883-PW2721	65.00
			2303		041-320-0000-4450	65.00
					SMOG TEST-E1223715-PW2115	65.00
					041-320-0000-4450	65.00
					SMOG TEST-E11277220-PD8863	65.00
					041-320-0000-4450	
					Total :	260.00
234066	12/18/2023	103064 SAN GABRIEL VALLEY CITY	12-13-23		REGISTRATION-MONTHLY MEETING	135.00
					001-105-0000-4370	
					Total :	135.00
234067	12/18/2023	891849 SHI INTERNATIONAL CORP	B17470878	13049	(6) COMPUTERS FOR VARIOUS P.W. DI	1,913.03
				13049	001-312-0000-4300	1,913.03
				13049	001-311-0000-4310	1,913.03
					072-360-0000-4290	

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234067	12/18/2023	891849 SHI INTERNATIONAL CORP	(Continued)			
				13049	001-346-0000-4300	1,913.03
				13049	041-320-0000-4310	1,913.03
				13049	043-390-0000-4310	1,913.03
				13049	001-312-0000-4300	200.08
				13049	001-311-0000-4310	200.08
				13049	072-360-0000-4290	200.09
				13049	001-346-0000-4300	200.08
				13049	041-320-0000-4310	200.09
				13049	043-390-0000-4310	200.09
			B17472156		(6) COMPUTERS FOR VARIOUS P.W. DI	
				13049	001-312-0000-4300	125.56
				13049	001-311-0000-4310	125.56
				13049	072-360-0000-4290	125.56
				13049	001-346-0000-4300	125.56
				13049	041-320-0000-4310	125.56
				13049	043-390-0000-4310	125.56
					Total :	13,432.05
234068	12/18/2023	103184 SMART & FINAL	0133		POPCORN	
					004-2383	63.96
			0181		SUPPLIES FOR CALLES VERDES EVEN	
					001-310-0000-4300	65.53
			0190		WATERS	
					004-2382	16.20
			0268		ICE	
					001-222-0000-4300	17.60
					Total :	163.29
234069	12/18/2023	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS-CNG STATION	
					074-320-0000-4402	11,254.44
					Total :	11,254.44
234070	12/18/2023	894275 STAPLES, INC.	8072344225		BREAK ROOM SUPPLIES	
					001-190-0000-4300	189.91
					Total :	189.91

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234071	12/18/2023	888621 SWRCB	SW-0269579		NPDES ANNUAL PERMIT	
					070-381-0000-4450	10,602.00
					Total :	10,602.00
234072	12/18/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	120601		BATTERY RACK-ME8615	
			1902628		074-320-0000-4400	208.35
			2537816		MATL'S FOR BUS. RESOURCE CENTEF	
					043-390-0000-4300	2.72
					GOPHER TRAPS FOR REC PARK	
					043-390-0000-4300	264.10
			3220181		MISC SUPPLIES	
					043-390-0000-4300	10.99
			3574615		EQUIP & SUPPLIES	
					070-384-0000-4310	121.52
			3633937		EQUIP & SUPPLIES	
					070-384-0000-4310	66.02
			4903038		GOPHER TRAPS-REC PARK	
					043-390-0000-4300	195.82
			4903040		ITEMS RETURNED	
					043-390-0000-4300	-142.99
			643795		MATL'S FOR BUS. RESOURCE CENTEF	
					043-390-0000-4300	105.31
					Total :	831.84
234073	12/18/2023	894052 THE LANGUAGE PROS, INC.	1594		LANGUAGE ACCESS PROGRAM - ONSI	
			1622	12998	001-101-0000-4270	460.00
					LANGUAGE ACCESS PROGRAM - ONSI	
			1623	12998	001-101-0000-4270	1,193.00
					LANGUAGE ACCESS PROGRAM - ONSI	
			1625	12998	001-101-0000-4270	375.00
					LANGUAGE ACCESS PROGRAM - ONSI	
			1630	12998	001-101-0000-4270	538.60
					LANGUAGE ACCESS PROGRAM - ONSI	
					001-101-0000-4270	960.00
					Total :	3,526.60
234074	12/18/2023	892525 T-MOBILE	958769818		HOTSPOTS & TABLET CONNECTIONS	

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234074	12/18/2023	892525 T-MOBILE	(Continued)		001-420-0000-4220 043-390-0000-4310	29.40 19.74
					Total :	49.14
234075	12/18/2023	890807 TORRES, SALVADOR	1619428		SENIOR DANCE REFUND 004-2380	20.00
					Total :	20.00
234076	12/18/2023	893504 TOWN HALL STREAMS, LLC	15289		STREAM SERVICES-DEC 2023 001-115-0000-4260	175.00
					Total :	175.00
234077	12/18/2023	889069 U.S. BANK NATIONAL ASSOCIATION	2435443		2021A BOND-PRINCIPAL & INT. PAYMENT 018-190-0872-4429 018-190-0872-4405 018-190-0000-4265	1,035,000.00 354,250.22 -2,108.55
					Total :	1,387,141.67
234078	12/18/2023	889069 U.S. BANK NATIONAL ASSOCIATION	2435444		2021B BOND-PRINCIPAL & INT. PAYMENT 070-180-0872-4429 070-180-0872-4405 072-180-0872-4429 072-180-0872-4405	75,000.00 28,418.72 75,000.00 28,418.71
					Total :	206,837.43
234079	12/18/2023	889069 U.S. BANK NATIONAL ASSOCIATION	7035687		ADMIN FEES FOR 2021 A&B BONDS 018-190-0000-4265	2,750.00
					Total :	2,750.00
234080	12/18/2023	103463 U.S. POSTMASTER	DEC 2023		POSTAGE-DEC UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	649.95 649.95
					Total :	1,299.90
234081	12/18/2023	103445 UNDERGROUND SERVICE ALERT	1120230688 23-241967		(36) SNF01 NEW TICKET CHARGES 070-381-0000-4260 CA STATE FEE-REGULATORY COSTS	71.25

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234081	12/18/2023	103445 UNDERGROUND SERVICE ALERT	(Continued)		070-381-0000-4260	40.64
					Total :	111.89
234082	12/18/2023	893167 UNITED MAINTENANCE SYSTEMS	15646	13028	JANITORIAL SERVICES FOR CITY FACI 043-390-0000-4260	17,850.00
					Total :	17,850.00
234083	12/18/2023	887352 UNITED STATES TREASURY	95-6000779		FORM 720- LATE PENALTIES-QRTR EN 074-320-0000-4457	378.04
					Total :	378.04
234084	12/18/2023	103439 UPS	831954483		COURIER SERVICES 001-190-0000-4280	271.50
					Total :	271.50
234085	12/18/2023	893740 UTILITY SYSTEMS SCIENCE &	COSF_11/09-12/08/23 COSF_11/1-11/31	13024 13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260 WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	770.00 540.00
					Total :	1,310.00
234086	12/18/2023	103510 V & V MANUFACTURING, INC.	58204		ID CASES & BADGES 001-222-0000-4300	454.97
					Total :	454.97
234087	12/18/2023	893647 VALEO NETWORKS	26379 26380	13038 13038	IT MANAGEMENT & VEEAM CLOUD CO 001-135-0000-4270 VEEAM CLOUD CONNECTION SOLUTIO 001-135-0000-4260	10,591.67 831.70
					Total :	11,423.37
234088	12/18/2023	894586 VALLEY VIEWS SFV MEDIA LLC	115		STAGE MANAGEMENT FOR HOLIDAY T 001-422-0000-4260	375.00
					Total :	375.00
234089	12/18/2023	103574 VERDIN, FRANCISCO JAVIER	OCT-DEC 2023	12959	FOLKLORICO DANCE CLASS INSTRUCT 017-420-1362-4260	1,113.50

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234089	12/18/2023	103574 VERDIN, FRANCISCO JAVIER	(Continued)	12959	026-420-0887-4260	80.00
					Total :	1,193.50
234090	12/18/2023	892081 VERIZON BUSINESS SERVICES	72754018		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,056.77
					Total :	1,056.77
234091	12/18/2023	100101 VERIZON WIRELESS-LA	9949479610		MDT MODEMS-PD UNITS 001-222-0000-4220	342.08
			9949889394		PD CELLPHONE PLANS & CE HOT SPC 001-222-0000-4220	176.85
					001-152-0000-4220	152.04
			9950186178		PD & PW CELL PHONE PLANS 001-222-0000-4220	570.40
					070-384-0000-4220	41.89
			9950197801		CITY YARD VARIOUS CELL PHONE PLA 070-384-0000-4220	156.03
					043-390-0000-4220	26.01
					041-320-0000-4220	26.01
					072-360-0000-4220	36.16
			995029199		VARIOUS CELL PHONE PLANS 001-106-0000-4220	42.73
					070-384-0000-4220	71.12
					Total :	1,641.32
234092	12/18/2023	892712 WES KUYKENDALL PHOTOGRAPHY	012		PHOTOGRAPHY SRVS--TREE LIGHTIN 001-420-0000-4260	600.00
					Total :	600.00
234093	12/18/2023	893910 WESTERN AUDIO VISUAL	19454		EQUIPMENT MAINTENANCE 121-135-3689-4260	808.43
					Total :	808.43
234094	12/18/2023	890970 WEX BANK	93478396		FUEL FOR FLEET 041-320-0152-4402	274.86
					041-320-0221-4402	833.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234094	12/18/2023	890970 WEX BANK	(Continued)		041-320-0222-4402	514.52
					041-320-0224-4402	1,190.80
					041-320-0225-4402	5,637.78
					041-320-0228-4402	874.28
					041-320-0311-4402	1,123.30
					041-320-0320-4402	234.91
					041-320-0370-4402	1,064.61
					041-320-0390-4402	1,697.94
					029-335-0000-4402	165.93
					070-381-0000-4402	33.15
					070-382-0000-4402	493.68
					070-383-0000-4402	1,266.87
					070-384-0000-4402	573.16
					072-360-0000-4402	211.66
					Total :	16,190.86
234095	12/18/2023	894009 WILLDAN ENERGY SOLUTIONS	9	12905	HVAC FOR CITY FACILITIES 032-390-0765-4600	16,774.00
					032-2037	-838.70
					Total :	15,935.30
234096	12/18/2023	891531 WILLDAN ENGINEERING	00337970A		ON-CALL GENERAL ENGINEERING	
				13055	001-310-0000-4270	8,412.00
				13055	024-311-0551-4600	390.00
				13055	024-371-0510-4600	1,457.25
				13055	024-371-0562-4600	1,817.00
				13055	032-311-0866-4600	130.00
				13055	070-384-0857-4260	737.75
				13055	001-310-0000-4270	21,115.25
			00338098A		ON-CALL GENERAL ENGINEERING	
				13055	001-310-0000-4270	29,729.00
				13055	024-311-0551-4600	1,476.25
				13055	024-371-0510-4600	990.25
				13055	024-371-0562-4600	1,495.00
				13055	032-311-0866-4600	220.00
				13055	012-311-0565-4600	130.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234096	12/18/2023	891531 WILLDAN ENGINEERING	(Continued)			
			00338099		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	19,200.00
			00338218		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	20,960.00
			00338304		NPDES CONSULTING SERVICES	
				13011	023-311-0000-4270	4,437.45
			00338348		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	12,160.00
			00419324		CONSTRUCTION MGMT FOR PACOIMA	
				12849	012-311-0551-4600	49,393.94
			00625955-1		ON-CALL GENERAL ENGINEERING	
				13055	001-310-0000-4270	30.00
			00626695		ON-CALL GENERAL ENGINEERING	
				13055	025-311-0565-4600	63.00
Total :						174,344.14
125 Vouchers for bank code :		bank3				Bank total : 3,191,798.55
125 Vouchers in this report						Total vouchers : 3,191,798.55

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-122vchlist
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233961	12/1/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - DECEMBER 20 001-1160	2,283.15
					Total :	2,283.15
233962	12/1/2023	103648 CITY OF SAN FERNANDO	SPR 12/1/23		REIMB FOR SPECIAL PAYROLL W/E 12/ 001-1003	77,564.34
					041-1003	1,134.93
					043-1003	1,134.93
					070-1003	771.95
					072-1003	1,134.98
					Total :	81,741.13
233963	12/1/2023	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - DECEMBER 20 001-1160	167.40
					Total :	167.40
233964	12/1/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - DECEMBER 20 001-1160	10,858.54
					Total :	10,858.54
233965	12/1/2023	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - DECEMBER 001-1160	4,851.04
					Total :	4,851.04
5 Vouchers for bank code : bank3					Bank total :	99,901.26
5 Vouchers in this report					Total vouchers :	99,901.26

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 23-122

vchlist
11/30/2023 3:54:15PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233966	11/28/2023	893115 P.E.R.S. CITY RETIREMENT	100000017317341		EMPL CONTRIB VARIANCE 11/04-11/17	
					018-222-0000-4124	240.54
					018-224-0000-4124	180.41
					018-225-0000-4124	2,585.83
					Total :	3,006.78
1 Vouchers for bank code :		bank3				Bank total : 3,006.78
1 Vouchers in this report						Total vouchers : 3,006.78

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

vchlist
12/04/2023 10:32:42AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233967	12/4/2023	102519 P.E.R.S.	DEC 2023		HEALTH INS BENEFITS - DEC 2023 001-1160	161,286.20
Total :						161,286.20
1 Vouchers for bank code :		bank3				Bank total : 161,286.20
1 Vouchers in this report						Total vouchers : 161,286.20

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

vchlist
12/05/2023 10:47:31AM

Voucher List
CITY OF SAN FERNANDO

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
233968	12/5/2023	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN		
					070-384-0000-4210	1,806.63	
			494-750-1000		WATER-12900 DRONFIELD		
					070-384-0000-4210	583.66	
			500-750-1000		ELECTRIC-13655 FOOTHILL		
					070-384-0000-4210	104.50	
			594-750-1000		ELECTRIC-12900 DRONFIELD		
					070-384-0000-4210	2,755.36	
			657-750-1000		ELECTRIC-14060 SAYRE		
					070-384-0000-4210	3,925.02	
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELD		
					070-384-0000-4210	4,890.37	
			993-750-1000		WATER-13003 BORDEN		
					070-384-0000-4210	7.28	
					Total :	14,072.82	
1 Vouchers for bank code :		bank3		Bank total :		14,072.82	
1 Vouchers in this report						Total vouchers :	14,072.82

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

vchlist
12/07/2023 9:09:55AM

Voucher List
CITY OF SAN FERNANDO

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233969	12/7/2023	103648 CITY OF SAN FERNANDO	PR 12/8/23		REIMB FOR PAYROLL W/E 12/1/23	
					001-1003	632,453.09
					007-1003	2,170.96
					017-1003	821.52
					027-1003	2,282.50
					029-1003	3,029.07
					030-1003	1,464.03
					041-1003	8,257.99
					043-1003	24,228.41
					070-1003	58,284.05
					072-1003	18,815.60
					094-1003	1,041.85
					Total :	752,849.07
1 Vouchers for bank code :		bank3			Bank total :	752,849.07
1 Vouchers in this report					Total vouchers :	752,849.07

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 23-122

vchlist
12/15/2023 9:48:14AM

Voucher List
CITY OF SAN FERNANDO

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233970	12/13/2023	893115 P.E.R.S. CITY RETIREMENT	100000017345657		EMPL CONTRIB VARIANCE-11/18-12/01	
					018-222-0000-4124	112.98
					018-224-0000-4124	84.73
					018-225-0000-4124	1,214.50
					Total :	1,412.21
1 Vouchers for bank code :		bank3				Bank total : 1,412.21
1 Vouchers in this report						Total vouchers : 1,412.21

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

vchlist
12/18/2023 9:33:56AM

Voucher List
CITY OF SAN FERNANDO

Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
233971	12/18/2023	103529 VALLEY ALARM	1136677-C	13087	SECURITY ALARM SYST FOR UPPER RI			
					121-385-0716-4600	7,900.00		
Total :						7,900.00		
1 Vouchers for bank code :		bank3				Bank total :	7,900.00	
1 Vouchers in this report						Total vouchers :	7,900.00	

Voucher Registers are not final until approved by Council.

RESOLUTION NO. 24-011

**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. 24-011**

**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 16th day of January, 2024.

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. 24-011, 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 16th day of January, 2024, 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 January, 2024.

Julia Fritz, City Clerk

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12/27/2023 1:00:56PMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234205	1/2/2024	894406 ADVANCE AUTO PARTS	8681333622675		VEHICLE MAINT-PD2302 041-320-0225-4400	14.59
					Total :	14.59
234206	1/2/2024	888356 ADVANCED AUTO REPAIR	1636	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0225-4400	505.97
					Total :	505.97
234207	1/2/2024	894315 AG LAWNMOWER SHOP	0126	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 001-311-0000-4300	114.06
			0127	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 001-311-0000-4300	221.98
			0128	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	180.01
					Total :	516.05
234208	1/2/2024	887462 AIRGAS USA, LLC	9144289803		SAFETY SUPPLIES 001-311-0000-4300	62.76
			9144289804		SAFETY SUPPLIES 043-390-0000-4300	125.50
			9144332327		SAFETY SUPPLIES 001-311-0000-4300	188.27
					Total :	376.53
234209	1/2/2024	889043 ALADIN JUMPERS	11892	13051	DELIVERY & INSTALL OF DANCE FLOC 004-2385	3,083.50
			12083	13051	DELIVERY & INSTALL OF DANCE FLOC 004-2385	1,142.00
			12084	13051	DELIVERY & INSTALL OF DANCE FLOC 004-2385	1,142.00
			12175	13051	DELIVERY & INSTALL OF DANCE FLOC 004-2385	1,299.86
					Total :	6,667.36
234210	1/2/2024	891069 AMERICAN ASPHALT SOUTH, INC.	2023-1403	12936	PHASE 2 ANNUAL ST RESURFACING P 025-311-0560-4600	73,947.50

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234210	1/2/2024	891069 AMERICAN ASPHALT SOUTH, INC.	(Continued)		025-2037	-3,697.38
					Total :	70,250.12
234211	1/2/2024	100222 ARROYO BUILDING MATERIALS, INC	289651	12984	HARDWARE SUPPLIES & U-CARTS OF 001-311-0000-4300	178.61
			289687	12984	HARDWARE SUPPLIES & U-CARTS OF 001-311-0000-4300	274.99
					Total :	453.60
234212	1/2/2024	889037 AT&T MOBILITY	2897277903027X120820		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	138.69
					Total :	138.69
234213	1/2/2024	892412 AT&T MOBILITY	287297930559X1210202		MDT MODEMS-PD UNITS-NOV 2023 001-222-0000-4220	1,024.78
					Total :	1,024.78
234214	1/2/2024	889942 ATHENS SERVICES	15846494	13046	CITY STREET SWEEPING SERVICES 001-343-0000-4260	17,443.40
					Total :	17,443.40
234215	1/2/2024	894636 AVEVA SELECT CALIFORNIA	433922	13085	ANNUAL RENEWAL OF SCADA SOFTW/ 070-384-0000-4260	3,585.00
					Total :	3,585.00
234216	1/2/2024	889913 BALLIN, SYLVIA	DEC 2023		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
			NOV 2023		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
					Total :	200.00
234217	1/2/2024	892784 BARAJAS, MARIA BERENICE	DEC 2023	12953	TOTAL BODY CONDITIONING CLASS IN 017-420-1337-4260	240.00
					Total :	240.00
234218	1/2/2024	892426 BEARCOM	5654673	13001	MAINTENANCE AGREEMENT FOR RAD 070-385-0000-4260	1,004.57

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234218	1/2/2024	892426 BEARCOM	(Continued)			
				13001	072-360-0000-4260	879.00
				13001	043-390-0000-4260	1,255.71
				13001	001-135-0000-4260	9,417.85
					Total :	12,557.13
234219	1/2/2024	894646 BENITEZ, GABY	840866		TENIIS REFUND 017-3770-1327	20.00
					Total :	20.00
234220	1/2/2024	892014 BERNAL, DAVID	NOV 2023		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
					Total :	100.00
234221	1/2/2024	892389 BRITE STAR LIGHTING	3926		INSTALLATION OF CHRISTMAS DECOR 001-190-0000-4267	6,720.00
				13081		Total : 6,720.00
234222	1/2/2024	888800 BUSINESS CARD	120623		LUNCHEON-DIR. OF RCS ORAL BOAR 001-106-0000-4270	41.69
			120623		CC BUS-COMISION FEMENIL CESAR C 007-440-0443-4260	1,004.25
			120623		INK FOR ID PRINTER 001-106-0000-4300	110.25
			120723		SURFACE ACCESSORIES 043-390-0000-4300	43.74
			120823		PROFESSIONAL DEVELOPMENT 001-115-0000-4360	149.00
			121123		DINNER-CITY COUNCIL MTG ON 12/11/ 001-101-0000-4300	30.83
			121123		HOLIDAY LUNCHEON 001-190-0000-4430	228.05
			121123		REFUND-SCHOLARSHIP AWARD 001-130-0000-4370	-515.00
			121223		VIDEO CONFERENCE-NOV 2023 121-135-3689-4260	5.00
			121323		CAR WASH VOUCHERS	

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234222	1/2/2024	888800 BUSINESS CARD	(Continued)			
			121423		001-152-0000-4300 HOLIDAY LUNCHEON 001-190-0000-4430	236.10 1,000.00
					Total :	2,333.91
234223	1/2/2024	887810 CALGROVE RENTALS, INC.	178660-1		RENTAL OF GENERATOR & LIGHT TOW 070-384-0000-4300	145.49
			178893-1	12947	RENTAL OF GENERATOR & LIGHT TOW 001-424-0000-4300	328.15
				12947		Total : 473.64
234224	1/2/2024	892465 CANON SOLUTIONS AMERICA, INC.	6006297139		MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	343.32
			6006297329	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	343.32
			6006298285	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	343.32
			6006298592	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	343.32
			6006304455	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	343.32
			6006348598	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	37.55
			6006348663	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	14.47
			6006349090	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	5.21
			6006349283	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	14.47
			6006354164	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	343.32
					Total :	2,131.62
234225	1/2/2024	103814 CERVANTES, JORGE	REIMB.		REFRESHMENTS-COMM. ACADEMY E\N 001-222-0000-4300	113.54

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234225	1/2/2024	103814 103814 CERVANTES, JORGE	(Continued)		Total :	113.54
234226	1/2/2024	894010 CHARTER COMMUNICATIONS	0010518112923		REC PARK CABLE-11/29-12/28	
			0283057120523		001-420-0000-4260	251.79
			0335899121023		LP PARK CABLE-12/05-01/04	
			10328120523		001-420-0000-4260	270.63
			222204112923		PD 5G INTERNET SRVS-12/10-01/09	
					010-225-3698-4500	2,600.00
					CITY HALL CABLE-12/05-01/04	
					001-190-0000-4220	177.84
					PW CABLE-11/29-12/28	
					043-390-0000-4260	134.91
					Total :	3,435.17
234227	1/2/2024	103029 CITY OF SAN FERNANDO	5859-5883		REIMB. TO WORKERS COMP ACCT	
					006-1038	10,797.59
					Total :	10,797.59
234228	1/2/2024	100805 COOPER HARDWARE INC.	136354	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	
			136636	12986	001-311-0000-4300	188.30
			136642	12986	MISC. SUPPLIES FOR REPAIRS AND Pf	
				12986	043-390-0000-4300	3.60
					MISC. SUPPLIES FOR REPAIRS AND Pf	
					043-390-0000-4300	46.14
					Total :	238.04
234229	1/2/2024	892687 CORE & MAIN LP	T873115		WATER METERS, FIRE SERVICE MATL'	
			T875338	13014	070-383-0000-4310	2,898.02
			T892592	13014	WATER METERS, FIRE SERVICE MATL'	
			T913854	13014	070-383-0000-4310	647.71
			T958624	13014	WATER METERS, FIRE SERVICE MATL'	
			T990666	13014	070-385-0700-4600	390.99
					WATER METERS, FIRE SERVICE MATL'	
					070-385-0700-4600	1,129.95
					WATER METERS, FIRE SERVICE MATL'	
					070-385-0700-4600	764.03
					WATER METERS, FIRE SERVICE MATL'	

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234229	1/2/2024	892687 CORE & MAIN LP	(Continued)			
			U002634	13014	070-383-0000-4310	1,465.19
			U017132	13014	WATER METERS, FIRE SERVICE MATL'	
				13014	070-385-0700-4600	254.68
					WATER METERS, FIRE SERVICE MATL'	
					070-385-0700-4600	3,229.61
					Total :	10,780.18
234230	1/2/2024	892888 CWE	23534		REGIONALPARK INFILTRATION PROJE	
				12523	010-310-0620-4600	63,197.06
					Total :	63,197.06
234231	1/2/2024	893618 DANA SAFETY SUPPLY INC	876455		INSTALL OF SAFETY EQUIP. FOR PATR	
			876576	12679	041-320-0225-4400	1,167.43
				12679	INSTALL OF SAFETY EQUIP. FOR PATR	
					041-320-0228-4400	465.38
					Total :	1,632.81
234232	1/2/2024	893915 DAVIDSON, ROBERT	REIMB.		CWEA ASSOC MEMBERSHIP	
					072-360-0000-4360	221.00
					Total :	221.00
234233	1/2/2024	894560 DUDEK	202306793		DOWNTOWN MASTER PLAN	
			202307382	13054	121-107-3689-4270	6,299.72
			202308391	13054	DOWNTOWN MASTER PLAN	
			202309457	13054	121-107-3689-4270	9,041.38
				13054	DOWNTOWN MASTER PLAN	
					001-107-0000-4270	27,586.25
				13054	DOWNTOWN MASTER PLAN	
					121-107-3689-4270	47,676.12
					Total :	90,603.47
234234	1/2/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800038610		WATER TESTING & ANALYSIS SERVICE	
				13032	070-384-0000-4260	19,802.50
					Total :	19,802.50
234235	1/2/2024	103851 EVERSOF, INC.	R2418224		WATER SOFTENER RENTAL-WELL 4A	

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234235	1/2/2024	103851 EVERSOF, INC.	(Continued)		070-384-0000-4260	222.45
					Total :	222.45
234236	1/2/2024	101147 FEDEX	8-340-97825		COURIER SERVICES	
					001-190-0000-4280	65.47
					Total :	65.47
234237	1/2/2024	894334 FRIEND, ERICA	NOV 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	100.00
234238	1/2/2024	893983 FRITZ, JULIA	REIMB.		FOOD FOR HOLIDAY LUNCHEON	
					001-190-0000-4430	100.68
					Total :	100.68
234239	1/2/2024	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
			209-150-5250-081292		001-222-0000-4220	539.34
					RADIO REPEATER	
			209-151-4941-102990		001-222-0000-4220	43.04
					POLICE PAGING	
			209-151-4942-041191		001-222-0000-4220	53.27
					CITY YARD AUTO DIALER	
			209-151-4943-081292		070-384-0000-4220	57.15
					RADIO REPEATER	
			818-361-0901-051499		001-222-0000-4220	43.04
					SEWER FLOW MONITORING	
			818-361-2472-031415		072-360-0000-4220	74.57
					PW PHONE LINE	
			818-361-3958-091407		070-384-0000-4220	607.85
					CNG STATION	
			818-365-0007-060223		074-320-0000-4220	56.43
					EOC PHONE LINES	
			818-365-0026-017223		001-222-0000-4220	453.77
					PD NON EMERGENCY PHONE LINES	
			818-831-5002-052096		001-222-0000-4220	454.64
					PD SPECIAL ACTIVITIES PHONE	

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234239	1/2/2024	892198 FRONTIER COMMUNICATIONS	(Continued)		001-222-0000-4220	58.29
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE	
			818-838-1841-112596		001-222-0000-4220	45.02
					ENGINEERING FAX MODEM	
					001-310-0000-4220	46.20
					Total :	2,532.61
234240	1/2/2024	893953 GALE, PAUL JOHN	DEC 2023	12960	SHOTOKAN KARATE INSTRUCTOR	
					017-420-1326-4260	135.00
					Total :	135.00
234241	1/2/2024	894008 GMU PAVEMENT ENGINEERING	64170		ON CALL PAVEMENT DESIGN SERVICE	
			64279	13091	008-311-0560-4600	2,492.00
			64280	13091	ON CALL PAVEMENT DESIGN SERVICE	
			64281	13091	008-311-0560-4600	1,016.00
			64455	13091	ON CALL PAVEMENT DESIGN SERVICE	
			64456	13091	008-311-0560-4600	3,062.50
			64614	13091	ON CALL PAVEMENT DESIGN SERVICE	
			64615	13091	008-311-0560-4600	20,992.25
			64875	13091	ON CALL PAVEMENT DESIGN SERVICE	
					008-311-0560-4600	776.25
					008-311-0560-4600	11,016.00
					008-311-0560-4600	1,365.00
					008-311-0560-4600	16,295.25
					008-311-0560-4600	2,743.75
					Total :	59,759.00
234242	1/2/2024	893344 GRAND ELECTRICAL SUPPLY	201885		ADOBE HOUSE EXTERIOR LIGHTS	
					043-390-0000-4300	23.70
					Total :	23.70
234243	1/2/2024	101428 H & H WHOLESALE PARTS	11N0610595		VEH. BATTERIES INCLUDING DELIVER	

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234243	1/2/2024	101428 H & H WHOLESALE PARTS	(Continued)	13023	041-1215	560.45
					Total :	560.45
234244	1/2/2024	894647 HOWARD, JENNA	BS2303897		BUILDING PERMIT REFUND 001-2268	199.04
					Total :	199.04
234245	1/2/2024	894042 INLAND EMPIRE STAGES, LTD	60300	12970	BUS TRANSPORTATION FOR SENIOR 1 004-2383	926.50
					Total :	926.50
234246	1/2/2024	893275 INTERWEST CONSULTING GROUP	91127	12940	ON CALL BUILDING INSPECTION SERV 001-140-0000-4270	9,680.00
			91404	12940	ON CALL BUILDING INSPECTION SERV 001-140-0000-4270	2,290.00
				12940	001-150-0000-4270	5,740.00
			92250	12940	ON CALL BUILDING INSPECTION SERV 001-150-0000-4270	8,580.00
					Total :	26,290.00
234247	1/2/2024	892682 IPS GROUP, INC.	INV91604	13045	SMART METER CREDIT CARD TRANSA 029-335-0000-4260	728.34
					Total :	728.34
234248	1/2/2024	891777 IRRIGATION EXPRESS	15283889-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	7.94
			15285192-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 029-335-0000-4300	201.45
					Total :	209.39
234249	1/2/2024	894144 JIMENEZ, DAVID	NOV 2023		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260	120.00
			OCT 2023		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260	120.00
			SEPT 2023		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260	120.00

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234249	1/2/2024	894144 894144 JIMENEZ, DAVID	(Continued)		Total :	360.00
234250	1/2/2024	894268 JOE MAR POLYGRAPH &	2023-11-022		POLYGRAPH SERVICES 001-222-0000-4270	250.00
			2023-12-007		POLYGRAPH SERVICES 001-222-0000-4270	250.00
			2023-12-018		POLYGRAPH SERVICES 001-222-0000-4270	250.00
			2023-12-019		POLYGRAPH SERVICES 001-222-0000-4270	250.00
					Total :	1,000.00
234251	1/2/2024	893885 JOHNNY ALLEN TENNIS ACADEMY	DEC 2023	12962	TENNIS PROGRAM 017-420-1327-4260	209.00
				12962	026-420-0887-4260	50.00
					Total :	259.00
234252	1/2/2024	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	2,131.47
			494-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210	160.03
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	104.50
			594-750-1000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	2,725.33
			993-750-1000		WATER-13003 BORDEN 070-384-0000-4210	14.55
					Total :	5,135.88
234253	1/2/2024	101852 LARRY & JOE'S PLUMBING	2277449-0001-02		REC PARK RESTROOM REPAIRS 043-390-0000-4300	13.53
					Total :	13.53
234254	1/2/2024	891080 LOPEZ, PATTY	NOV 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					Total :	100.00
234255	1/2/2024	101974 LOS ANGELES COUNTY	NOV 2023		ANIMAL CARE & CONTROL SERVICES-	

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234255	1/2/2024	101974 LOS ANGELES COUNTY	(Continued)	13019	001-190-0000-4260	9,398.08
					Total :	9,398.08
234256	1/2/2024	892477 LOWES	9747-01794		HOLIDAY TREE LIGHTS & SUPPLIES	
			9747-01797		001-311-0000-4300	213.24
			9747-01804		REPL LIGHTS-HOLIDAY TREE ON BRA	
			9747-01867		001-311-0000-4300	360.15
			9747-02455		HOLIDAY TREE SUPPLIES	
			9754-01167		030-341-0000-4300	204.47
					HOLIDAY TREE LIGHTS & SUPPLIES	
					043-390-0000-4300	378.48
					HOLIDAY TREE LIGHTS & SUPPLIES	
					030-341-0000-4300	671.96
					WELL SITE SUPPLIES	
					070-384-0000-4310	187.73
					Total :	2,016.03
234257	1/2/2024	888468 MAJOR METROPOLITAN SECURITY	1113182		ALARM MONITORING AT ALL CITY FACI	
			1113183	13061	043-390-0000-4260	25.00
			1113184	13061	ALARM MONITORING AT ALL CITY FACI	
			1113185	13061	043-390-0000-4260	25.00
			1113186	13061	ALARM MONITORING AT ALL CITY FACI	
			1113187	13061	043-390-0000-4260	25.00
			1113188	13061	ALARM MONITORING AT ALL CITY FACI	
			1113189	13061	043-390-0000-4260	15.00
			1113190	13061	ALARM MONITORING AT ALL CITY FACI	
			1113191	13061	043-390-0000-4260	15.00
					ALARM MONITORING AT ALL CITY FACI	25.00

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234257	1/2/2024	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1113192	13061	043-390-0000-4260	25.00
			1113193	13061	ALARM MONITORING AT ALL CITY FACI	
			1113194	13061	043-390-0000-4260	15.00
			1113195	13061	ALARM MONITORING AT ALL CITY FACI	
			1113196	13061	070-384-0000-4260	23.00
					ALARM MONITORING AT ALL CITY FACI	
					070-384-0000-4260	28.00
					ALARM MONITORING AT ALL CITY FACI	
					070-384-0000-4260	28.00
					ALARM MONITORING AT ALL CITY FACI	
					070-384-0000-4260	28.00
					Total :	352.00
234258	1/2/2024	890480 MARTINEZ, CECILIA	DEC 2023		COMMISSIONER'S STIPEND	
			NOV 2023		001-150-0000-4111	100.00
					COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
					Total :	200.00
234259	1/2/2024	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	38.48
					Total :	38.48
234260	1/2/2024	102148 METROPOLITAN WATER DISTRICT	11333		DELIVERY OF TREATED WATER-NOV 2	
				12976	010-384-0857-4600	281,189.40
					Total :	281,189.40
234261	1/2/2024	102148 METROPOLITAN WATER DISTRICT	49380		DELIVERY OF TREATED WATER	
				12976	010-384-0857-4600	2,991.98
					Total :	2,991.98
234262	1/2/2024	102226 MISSION LINEN SUPPLY	519621935		LAUNDRY SERVICES FOR PD	
			519661964	13096	001-225-0000-4350	332.80
			519703550	13096	LAUNDRY SERVICES FOR PD	
					001-225-0000-4350	332.80
					LAUNDRY SERVICES FOR PD	

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234262	1/2/2024	102226 MISSION LINEN SUPPLY	(Continued)			
			519748617	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			519789469	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			519831955	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			519873893	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			519917737	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			519961170	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			520003319	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			5200432233	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			520090371	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			520146342	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	332.80
			520192598	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61
			520237272	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61
			520284031	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61
			520329045	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61
			520371799	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61
			520415312	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61
			520469652	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61
			520513946	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61

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234262	1/2/2024	102226 MISSION LINEN SUPPLY	(Continued)			
			520551791	13096	001-225-0000-4350 LAUNDRY SERVICES FOR PD	347.61
				13096	001-225-0000-4350	305.85
					Total :	7,413.13
234263	1/2/2024	894544 MORALES, KATELYN	REIMB.		TUITION REIMB.-CRITICAL THINKING C	
					001-106-0000-4365	725.00
					Total :	725.00
234264	1/2/2024	102423 OCCU-MED, INC.	1223901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	1,071.50
					Total :	1,071.50
234265	1/2/2024	894100 ODP BUSINESS SOLUTIONS , LLC	3363859789001		OFFICE SUPPLIES	
			336920198001		043-390-0000-4300 OFFICE SUPPLIES	101.20
			336920208001		001-420-0000-4300 OFFICE SUPPLIES	77.15
			340189850001		001-420-0000-4300 OFFICE SUPPLIES	13.69
			340231911001		070-381-0000-4320 OFFICE SUPPLIES	470.99
			340770989001		070-384-0000-4300 OFFICE SUPPLIES	185.00
			3411561358001		070-383-0000-4300 CALENDARS	130.36
			341656367001		070-384-0000-4300 OFFICE SUPPLIES	324.27
			341762111001		072-360-0000-4300 OFFICE SUPPLIES	119.46
			341762129001		001-155-0000-4300 OFFICE SUPPLIES	14.32
			341764797001		043-390-0000-4300 OFFICE SUPPLIES	154.24
			341768313001		043-390-0000-4300 OFFICE SUPPLIES	30.86

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234265	1/2/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			342641379001		001-150-0000-4300 OFFICE SUPPLIES	71.76
			342839653001		043-390-0000-4300 OFFICE SUPPLIES	150.15
			343125052001		070-383-0000-4300 OFFICE SUPPLIES	132.27
					001-155-0000-4300 OFFICE SUPPLIES	39.72
			343185765001		001-150-0000-4300 OFFICE SUPPLIES	19.47
			343636542001		043-390-0000-4300 COPY PAPER & OFFICE SUPPLIES	-101.20
			344044349001		001-222-0000-4300 OFFICE SUPPLIES	355.84
			344053713001		001-106-0000-4300 OFFICE SUPPLIES	59.52
			344094750001		001-106-0000-4300 OFFICE SUPPLIES	2.52
			344095361001		001-130-0000-4300 OFFICE SUPPLIES	24.24
			344407510001		001-130-0000-4300 OFFICE SUPPLIES	34.79
			344584900001		001-106-0000-4300 OFFICE SUPPLIES	173.84
			344585509001		070-381-0000-4320 OFFICE SUPPLIES	296.97
			3446109009001		070-381-0000-4300 TONER	312.06
					001-152-0000-4300 OFFICE SUPPLIES	50.67
					001-150-0000-4300 OFFICE SUPPLIES	50.67
					001-140-0000-4300 OFFICE SUPPLIES	50.67
			344689210001		001-155-0000-4300 OFFICE SUPPLIES	50.67
			345243887001		070-381-0000-4300 WIRELESS KEYBOARD AND MOUSE	95.39
			345777991001		001-130-0000-4300 OFFICE SUPPLIES	80.70

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234265	1/2/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			345778210001		001-222-0000-4300 OFFICE SUPPLIES	83.79
			346726949001		001-222-0000-4300 OFFICE SUPPLIES	3.51
					001-130-0000-4300	24.03
					Total :	3,683.59
234266	1/2/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-146917		VEH. MAINT. AND REPAIR PARTS FOR (
			4605-146918	13008	041-320-0311-4400 VEH. MAINT. AND REPAIR PARTS FOR (37.45
			4605-146951	13008	041-320-0225-4400 VEH. MAINT. AND REPAIR PARTS FOR (40.62
			4605-147365	13008	041-320-0225-4400 VEH. MAINT. AND REPAIR PARTS FOR (4.65
			4605-148459	13008	041-320-0225-4400 VEH. MAINT. AND REPAIR PARTS FOR (88.18
				13008	041-1215	109.19
					Total :	280.09
234267	1/2/2024	894648 OROZCO, MONIQUE	1		SUGAR SKULLS-DIA DE LOS MUERTOS	
					004-2385	300.00
					Total :	300.00
234268	1/2/2024	892958 PADILLA'S AUTO CENTER	113023		VEHICLE MAINT-WA8095	
					070-383-0000-4400	550.00
					Total :	550.00
234269	1/2/2024	889385 PAK, JEFFREY	REIMB.		LUNCH FOR VARIOUS TRAININGS	
					001-225-0000-4360	56.61
					Total :	56.61
234270	1/2/2024	894186 PAT-CHEM LABORATORIES	3120733		WATER SAMPLING	
			3120821		070-384-0000-4260 WATER SAMPLING	342.00
					070-384-0000-4260	65.00
					Total :	407.00

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234271	1/2/2024	894290 PBLA BOOTH	90511701245344455		PHOTO BOOTH-HOLIDAY EVENT	
					004-2385	350.00
			90511702606280846		PICTURE BOOTH-HOLIDAY LUNCHEON	
					001-190-0000-4430	250.00
					Total :	600.00
234272	1/2/2024	102688 PROFESSIONAL PRINTING CENTERS	21762		SENIOR PROGRAM T-SHIRTS	
				13060	004-2385	495.02
			21918		PRE-PRINTED FORMS	
				13060	001-222-0000-4300	219.40
					Total :	714.42
234273	1/2/2024	890004 PTS	21156232		PD PAY PHONE-JAN 2024	
					001-190-0000-4220	109.92
					Total :	109.92
234274	1/2/2024	894306 QUENCH USA, INC.	INV06628801		DRINKING WATER	
					001-222-0000-4300	109.15
					Total :	109.15
234275	1/2/2024	102738 QUINTERO ESCAMILLA, VIOLETA	DEC 2023		SENIOR MUSIC CLASS INSTRUCTOR	
				12957	017-420-1323-4260	200.00
				12957	026-420-0887-4260	90.00
				12957	017-420-1323-4260	310.00
					Total :	600.00
234276	1/2/2024	894408 RINCON CONSULTANTS INC	51043		PREP OF PHASE 1 OF CLIMATE ACTION	
				12914	110-150-7527-4270	1,088.50
			51549		PREP OF PHASE 1 OF CLIMATE ACTION	
				12914	110-150-7527-4270	2,578.00
			52320		PREP OF PHASE 1 OF CLIMATE ACTION	
				12914	110-150-7527-4270	8,385.25
			53063		PREP OF PHASE 1 OF CLIMATE ACTION	
				12914	110-150-7527-4270	3,056.00
					Total :	15,107.75
234277	1/2/2024	894628 RIVAS, SEAN MICHAEL	DEC 2023		COMMISSIONER'S STIPEND	

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234277	1/2/2024	894628 RIVAS, SEAN MICHAEL	(Continued)			
			NOV 2023		001-150-0000-4111	100.00
					COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
					Total :	200.00
234278	1/2/2024	103057 SAN FERNANDO VALLEY SUN	12116		1ST READING-ORD 1720	
					001-115-0000-4230	60.75
			12120		RFP-BUILDING & SAFETY SERVICES	
					001-115-0000-4230	81.00
			12121		RFP-PLANNING & ENVIRONMENTAL SE	
					001-115-0000-4230	94.50
			12123		2ND READING-ORD NO. 1720	
					001-115-0000-4230	81.00
					Total :	317.25
234279	1/2/2024	894141 SENTINEL DEFENSE LLC	D76		RIFLE INSTRUCTOR COURSE	
					001-225-0000-4360	750.00
					Total :	750.00
234280	1/2/2024	103184 SMART & FINAL	0079		SUPPLIES FOR SENIOR EVENTS	
					004-2346	105.87
			0098		SUPPLIES-SENIOR CLUB	
					004-2346	43.82
			0099		SUPPLIES-SENIOR CLUB	
					004-2346	294.53
			0187		SODAS FOR SENIOR DANCE	
					004-2380	337.62
					Total :	781.84
234281	1/2/2024	894436 SOLORIO, FRANCISCO JAVIER	DEC 2023		COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
					Total :	100.00
234282	1/2/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOSU LOCATIONS	
					027-344-0000-4210	12,333.69
					029-335-0000-4210	2,708.18

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234282	1/2/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		070-384-0000-4210	22,064.92
					074-320-0000-4210	6,249.66
					043-390-0000-4210	6,416.73
			700136176526		ELECTRIC-METER FOR MALL-MACLAY,	
					030-341-0000-4210	88.18
			700360580265		ELECTRIC-910 FIRST	
					043-390-0000-4210	5,092.26
			700363532503		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	6,761.08
			700577150347		ELECTRIC-190 PARK	
					027-344-0000-4210	1,033.59
			700826276457		ELECTRIC-799 JESSIE	
					043-390-0000-4210	53.89
					Total :	62,802.18
234283	1/2/2024	103251 STANLEY PEST CONTROL	614267		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	94.00
			614269		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	62.00
			614270		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	135.00
			614271		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	55.00
			614272		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	95.00
			614273		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	85.00
			614274		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	85.00
			622818		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	94.00
			622821		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	62.00
			622822		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	135.00
			622824		INTERIOR/EXTERIOR PEST EXTERMIN	

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234283	1/2/2024	103251 STANLEY PEST CONTROL	(Continued)		043-390-0000-4330	55.00
				13070	INTERIOR/EXTERIOR PEST EXTERMIN	
			622825		043-390-0000-4330	95.00
			622826		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	85.00
			622827		INTERIOR/EXTERIOR PEST EXTERMIN	
				13070	043-390-0000-4330	85.00
					Total :	1,222.00
234284	1/2/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU:	700422		FINGER PRINTS - NOV 2023	
					001-106-0000-4270	128.00
					Total :	128.00
234285	1/2/2024	888621 SWRCB	WD-0231145		ANNUAL WATER SYSTEM PERMIT FEE	
					070-381-0000-4450	3,746.00
			WD-0231210		ANNUAL WATER SYSTEM PERMIT FEE	
					070-381-0000-4450	3,746.00
					Total :	7,492.00
234286	1/2/2024	893955 TALLEY, BRIDGET LAINE	NOV 2023		SENIOR YOGA INSTRUCTOR	
					017-420-1321-4260	220.50
			OCT 2023		SENIOR YOGA INSTRUCTOR	
					017-420-1321-4260	231.00
			SEPT 2023		SENIOR YOGA INSTRUCTOR	
					017-420-1321-4260	220.50
					Total :	672.00
234287	1/2/2024	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
					043-390-0000-4210	82.99
			084-220-3249-3		GAS-505 S HUNTINGTON	
					043-390-0000-4210	149.80
			088-520-6400-8		GAS-117 MACNEIL	
					043-390-0000-4210	170.71
			090-620-6400-2		GAS-120 N MACNEIL	
					070-381-0000-4210	4.39
					072-360-0000-4210	4.39

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234287	1/2/2024	103205 THE GAS COMPANY	(Continued)			
			143-287-8131-6		043-390-0000-4210 GAS-208 PARK	8.76
			162-020-7432-0		043-390-0000-4210 GAS-828 HARDING	135.25
					043-390-0000-4210	3.92
					Total :	560.21
234288	1/2/2024	101528 THE HOME DEPOT CRC	1346546		HOLIDAY TREE LIGHT CORDS	
			20633		043-390-0000-4300 SMALL TOOLS	171.64
			20634		001-311-0000-4300 MISC TOOLS	175.30
			3113626		001-311-0000-4300 REC PARK PAINTING	259.03
			3393341		043-390-0000-4300 MISC TOOLS	106.69
			3393342		001-311-0000-4300 MATL'S FOR SEWER TRUCKS	231.33
			3393343		072-360-0000-4300 GRAFFITI REMOVAL MATL'S	76.01
			3393344		001-312-0000-4300 PAINT	85.32
			340448		043-390-0000-4300 BRASS COUPLING	223.53
			4523934		041-320-0000-4320 FLOOD LIGHT-ME8615	13.69
			504563		074-320-0000-4400 MISC ITEMS	189.12
			5510853		041-320-0000-4320 TOOL BOX, SEQ CHARGER-ME8614	20.58
			6532669		074-320-0000-4400 TRUCK BIN ORGANIZER-EL0083	773.84
			716585		041-320-0370-4400 BALL VALVE	102.40
			9641011		041-320-0000-4320 MISC ITMES	11.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234288	1/2/2024	101528 THE HOME DEPOT CRC	(Continued)			
			9692613		041-320-0000-4320 PRESSURE RELIEF SWITCH	8.75
					041-320-0000-4320	159.86
					Total :	2,608.94
234289	1/2/2024	103413 TRANS UNION LLC	11303809		CREDIT CHECKS	
					001-222-0000-4260	85.00
					Total :	85.00
234290	1/2/2024	101028 TYLER TECHNOLOGIES, INC.	045-445602		EDEN SYSTEM MAINT SUPPORT-ANNL	
				13086	070-382-0000-4260	6,656.49
				13086	072-360-0000-4260	6,656.49
				13086	001-135-0000-4260	36,673.43
					Total :	49,986.41
234291	1/2/2024	103463 U.S. POSTMASTER	PERMIT 64		PERMIT NO.64 RENEWAL FEE	
					070-382-0000-4300	155.00
					072-360-0000-4300	155.00
					Total :	310.00
234292	1/2/2024	887939 ULINE SHIPPING SUPPLIES	171044304		SHELVING, WORK PLATFORM STEPS	
				13084	001-222-0000-4300	1,519.59
					Total :	1,519.59
234293	1/2/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_10/01-12/31		WSTEWTER FLOW MONITORING & SAI	
				13024	072-360-0000-4260	1,200.00
					Total :	1,200.00
234294	1/2/2024	103534 VALLEY LOCKSMITH	1120		LOCKSMITH SERV'S FOR ALL FACILITIE	
				13044	001-311-0000-4300	231.00
					Total :	231.00
234295	1/2/2024	892794 VENEGAS, JULIAN	REIMB.-1		WELLNESS BENEFIT REIMB. FY23/24	
			REIMB.-2		001-420-0000-4140	750.00
					SUPPLIES-EMPLOYEE HOLIDAY PARTY	
					001-190-0000-4430	14.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234295	1/2/2024	892794 VENEGAS, JULIAN	(Continued)			Total : 764.22
234296	1/2/2024	889644 VERIZON BUSINESS	63411753		CITY HALL LONG DISTANCE 001-190-0000-4220	56.02
			63411754		CITY YARD LONG DISTANCE 070-384-0000-4220	16.81
			63411755		CITY HALL LONG DISTANCE 001-190-0000-4220	28.01
			63411756		POLICE LONG DISTANCE 001-222-0000-4220	61.84
			63411757		CITY YARD LONG DISTANCE 070-384-0000-4220	11.20
			63411758		PARKS LONG DISTANCE 001-420-0000-4220	17.08
			63412303		PW LONG DISTANCE 001-310-0000-4220	5.61
			63412315		CITY HALL LONG DISTANCE 001-190-0000-4220	61.63
					Total :	258.20
234297	1/2/2024	100101 VERIZON WIRELESS-LA	9951346821		VARIOUS CELL PHONE PLANS 072-360-0000-4220	102.60
					001-101-0108-4220	52.01
					001-105-0000-4220	55.91
					Total :	210.52
234298	1/2/2024	891531 WILLDAN ENGINEERING	00338419	13011	NPDES CONSULTING SERVICES 023-311-0000-4270	3,035.25
					Total :	3,035.25
234299	1/2/2024	891837 YOO, KEVIN	REIMB.		TUITION REIMB.-FAMILY THERAPY/BIBI 001-225-0000-4365	1,380.00
					Total :	1,380.00
95 Vouchers for bank code :		bank3			Bank total :	889,823.53
95 Vouchers in this report					Total vouchers :	889,823.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234097	12/21/2023	103648 CITY OF SAN FERNANDO	PR 12/22/23		REIMB FOR PAYROLL W/E 12/15/23		
					001-1003	673,101.81	
					007-1003	2,142.36	
					017-1003	932.74	
					027-1003	2,334.87	
					029-1003	2,618.23	
					030-1003	4,082.05	
					041-1003	8,248.87	
					043-1003	18,129.34	
					070-1003	57,887.11	
					072-1003	18,207.12	
					094-1003	1,066.85	
						Total :	788,751.35
1 Vouchers for bank code :		bank3				Bank total :	788,751.35
1 Vouchers in this report						Total vouchers :	788,751.35

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234098	1/1/2024	100286 BAKER, BEVERLY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
Total :						184.72
234099	1/1/2024	100916 DEIBEL, PAUL	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
Total :						291.15
234100	1/1/2024	101781 KISHITA, ROBERT	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
234101	1/1/2024	101926 LILES, RICHARD	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
Total :						291.15
234102	1/1/2024	102126 MARTINEZ, MIGUEL	24-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	708.41
Total :						708.41
234103	1/1/2024	891354 RAMIREZ, ROSALINDA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
234104	1/1/2024	892782 TIGHE, DONNA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
7 Vouchers for bank code : bank3						Bank total : 1,978.80
7 Vouchers in this report						Total vouchers : 1,978.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234105	1/1/2024	100091 AGORICHAS, JOHN	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234106	1/1/2024	891039 AGUILAR, JESUS	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	492.58
					Total :	492.58
234107	1/1/2024	100104 ALBA, ANTHONY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
234108	1/1/2024	891011 APODACA-GRASS, ROBERTA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234109	1/1/2024	100260 AVILA, FRANK	24-Jan		CALPERS HEALTH REIMB 041-180-0000-4127	1,573.82
					Total :	1,573.82
234110	1/1/2024	100306 BARNARD, LARRY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	873.00
					Total :	873.00
234111	1/1/2024	100346 BELDEN, KENNETH M.	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00
					Total :	1,396.00
234112	1/1/2024	892233 BUZZELL, CAROL	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
					Total :	184.72
234113	1/1/2024	891350 CALZADA, FRANK	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	526.44
					Total :	526.44
234114	1/1/2024	100642 CASTRO, RICO	24-Jan		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234114	1/1/2024	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	2,105.94
					Total :	2,105.94
234115	1/1/2024	103816 CHAVEZ, ELENA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	599.65
					Total :	599.65
234116	1/1/2024	100752 COLELLI, CHRISTIAN	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07
					Total :	2,093.07
234117	1/1/2024	891014 CREEKMORE, CASIMIRA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234118	1/1/2024	893711 DAVIS, JAMES	24-Jan		CALPERS HEALTH REIMB 072-180-0000-4127	1,581.28
					Total :	1,581.28
234119	1/1/2024	100913 DECKER, CATHERINE	24-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	263.02
					Total :	263.02
234120	1/1/2024	100925 DELGADO, RALPH	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	526.44
					Total :	526.44
234121	1/1/2024	101667 DIAZ, EVELYN	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	899.00
					Total :	899.00
234122	1/1/2024	100960 DIEDIKER, VIRGINIA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234123	1/1/2024	100996 DRAKE, JOYCE	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234123	1/1/2024	100996 100996 DRAKE, JOYCE	(Continued)			Total : 291.15
234124	1/1/2024	100995 DRAKE, MICHAEL	24-Jan		CALPERS HEALTH REIMB 070-180-0000-4127 072-360-0000-4127	145.58 145.57 Total : 291.15
234125	1/1/2024	100997 DRAPER, CHRISTOPHER	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
234126	1/1/2024	101044 ELEY, JEFFREY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00
234127	1/1/2024	891040 FISHKIN, RIVIAN	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234128	1/1/2024	101178 FLORES, ADRIAN	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 Total : 1,356.30
234129	1/1/2024	101182 FLORES, MIGUEL	24-Jan		CALPERS HEALTH REIMB 043-180-0000-4127	1,356.30 Total : 1,356.30
234130	1/1/2024	892103 GAJDOS, BETTY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234131	1/1/2024	894378 GARCIA, BERTHA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41
234132	1/1/2024	891351 GARCIA, DEBRA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234132	1/1/2024	891351 891351 GARCIA, DEBRA	(Continued)			Total : 2,136.72
234133	1/1/2024	101281 GARIBAY, SAUL	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,532.39 Total : 2,532.39
234134	1/1/2024	101318 GLASGOW, KEVIN	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
234135	1/1/2024	891020 GLASGOW, ROBERT	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 Total : 308.00
234136	1/1/2024	101333 GODINEZ, FRAZIER C.	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 Total : 1,810.29
234137	1/1/2024	101409 GUERRA, LAUREN E	24-Jan		CALPERS HEALTH REIMB 072-180-0000-4127	599.65 Total : 599.65
234138	1/1/2024	891021 GUIZA, JENNIE	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234139	1/1/2024	102896 GUZMAN, ROSA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 Total : 599.65
234140	1/1/2024	891352 HADEN, SUSANNA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41
234141	1/1/2024	101440 HALCON, ERNEST	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00 Total : 1,396.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234142	1/1/2024	101672 HANCHETT, NICHOLE	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,441.88 1,441.88
234143	1/1/2024	891918 HARTWELL, BRUCE	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 739.30
234144	1/1/2024	101465 HARVEY, DAVID	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 167.79
234145	1/1/2024	101466 HARVEY, DEVERY MICHAEL	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 873.00
234146	1/1/2024	101471 HASBUN, NAZRI A.	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 599.65
234147	1/1/2024	891023 HATFIELD, JAMES	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 739.30
234148	1/1/2024	892104 HERNANDEZ, ALFONSO	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 739.30
234149	1/1/2024	891024 HOOKER, RAYMOND	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
234150	1/1/2024	893616 HOUGH, LOIS	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 184.72
234151	1/1/2024	101597 IBRAHIM, SAMIR	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	492.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234151	1/1/2024	101597 101597 IBRAHIM, SAMIR	(Continued)			492.58
234152	1/1/2024	101694 JACOBS, ROBERT	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 873.00
234153	1/1/2024	892105 KAHMANN, ERIC	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 492.58
234154	1/1/2024	101786 KLOTZSCHE, STEVEN	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	575.02 575.02
234155	1/1/2024	891866 KNIGHT, DONNA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	161.43 161.43
234156	1/1/2024	892929 LEWIS, WANDA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
234157	1/1/2024	891043 LIEBERMAN, LEONARD	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 167.79
234158	1/1/2024	101933 LITTLEFIELD, LESLEY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
234159	1/1/2024	102045 LLAMAS-RIVERA, MARCOS	24-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	1,652.90 1,652.90
234160	1/1/2024	102059 MACK, MARSHALL	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 599.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234161	1/1/2024	891010 MAERTZ, ALVIN	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	479.86 479.86
234162	1/1/2024	888037 MARTINEZ, ALVARO	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,498.67 2,498.67
234163	1/1/2024	102206 MILLER, WILMA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
234164	1/1/2024	102212 MIRAMONTES, MONICA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	628.36 628.36
234165	1/1/2024	102232 MIURA, HOWARD	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
234166	1/1/2024	892106 MONTAN, EDWARD	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 184.72
234167	1/1/2024	102365 NAVARRO, RICARDO A	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	516.44 516.44
234168	1/1/2024	102473 ORDELHEIDE, ROBERT	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,146.00 2,146.00
234169	1/1/2024	102483 OROZCO, ELVIRA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 184.72
234170	1/1/2024	102486 ORSINI, TODD	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,102.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234170	1/1/2024	102486 102486 ORSINI, TODD	(Continued)			2,102.76
234171	1/1/2024	102569 PARKS, ROBERT	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 2,214.00
234172	1/1/2024	102580 PATINO, ARMANDO	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 2,214.00
234173	1/1/2024	102527 PISCITELLI, ANTHONY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	526.44 526.44
234174	1/1/2024	891033 POLLOCK, CHRISTINE	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 308.00
234175	1/1/2024	102735 QUINONEZ, MARIA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82 1,573.82
234176	1/1/2024	891034 RAMSEY, JAMES	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	989.86 989.86
234177	1/1/2024	102788 RAYGOZA, JOSE LUIS	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 1,810.29
234178	1/1/2024	102864 RIVETTI, DOMINICK	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 873.00
234179	1/1/2024	102936 RUELAS, MARCO	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72 2,136.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234180	1/1/2024	102940 RUIZ, RONALD	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 599.65
234181	1/1/2024	891044 RUSSUM, LINDA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 167.79
234182	1/1/2024	103005 SALAZAR, TONY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 1,356.30
234183	1/1/2024	103118 SENDA, OCTAVIO	24-Jan		CALPERS HEALTH REIMB 043-180-0000-4127	1,810.29 1,810.29
234184	1/1/2024	892107 SHANAHAN, MARK	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 492.58
234185	1/1/2024	891035 SHERWOOD, NINA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
234186	1/1/2024	103175 SKOBIN, ROMELIA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,438.01 1,438.01
234187	1/1/2024	893677 SOLIS, MARGARITA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	547.69 547.69
234188	1/1/2024	103220 SOMERVILLE, MICHAEL	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00 1,706.00
234189	1/1/2024	889588 UFANO, VIRGINIA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	167.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234189	1/1/2024	889588 889588 UFANO, VIRGINIA	(Continued)			167.79
234190	1/1/2024	103516 VAIRO, ANTHONY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00 1,706.00
234191	1/1/2024	888417 VALDIVIA, LAURA	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
234192	1/1/2024	103550 VANICEK, JAMES	24-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	1,573.82 1,573.82
234193	1/1/2024	103562 VASQUEZ, JOEL	24-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	2,214.00 2,214.00
234194	1/1/2024	888562 VILLALPANDO, SEBASTIAN FRANK	24-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	492.58 492.58
234195	1/1/2024	103692 VILLALVA, FRANCISCO	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 1,810.29
234196	1/1/2024	891038 WAITE, CURTIS	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 739.30
234197	1/1/2024	103612 WALKER, MICHAEL	24-Jan		CALPERS HEALTH REIMB 027-180-0000-4127	167.79 167.79
234198	1/1/2024	103620 WARREN, DALE	24-Jan		CALPERS HEALTH REIMB 072-180-0000-4127	167.79 167.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234199	1/1/2024	891036 WATT, DAVID	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
234200	1/1/2024	893690 WATTS, STEVE M.	24-Jan		CALPERS HEALTH REIMB 072-180-0000-4127	1,033.20	
					Total :	1,033.20	
234201	1/1/2024	891037 WEBB, NANCY	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					Total :	291.15	
234202	1/1/2024	103643 WEDDING, JEROME	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
234203	1/1/2024	103727 WYSBEEK, DOUDE	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					Total :	291.15	
234204	1/1/2024	103737 YNIGUEZ, LEONARD	24-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
100 Vouchers for bank code :		bank3			Bank total :	91,056.82	
100 Vouchers in this report					Total vouchers :	91,056.82	

Voucher Registers are not final until approved by Council.

RESOLUTION NO. 24-012

**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. 24-012**

**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 16th day of January, 2024.

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. 24-012, 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 16th day of January, 2024, 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 January, 2024.

Julia Fritz, City Clerk

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234309	1/16/2024	894486 21 CLETS, LLC	0000360		COMMUNICATIONS CLASS 001-225-0000-4360	125.00
					Total :	125.00
234310	1/16/2024	894473 AAG INVESTMENTS PROPERTY LLC	56-1320-03		WATER ACCT REFUND-453 JESSIE (A) 070-2010	85.03
					Total :	85.03
234311	1/16/2024	891587 ABLE MAILING INC.	38621	12972	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	120.61
			38622	12972	070-382-0000-4300 WATER ENVELOPE STORAGE-DEC'23	120.60
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					Total :	266.21
234312	1/16/2024	894406 ADVANCE AUTO PARTS	8681335239885		MIRROR-PW3989 041-320-0311-4400	164.26
			8681335323404		CLIP-PK1334	23.14
			8681335449346		041-320-0390-4400 BIT HOLDERS-PW0083	23.14
					041-320-0370-4400	23.14
					Total :	210.54
234313	1/16/2024	888356 ADVANCED AUTO REPAIR	1645	13094	REPAIR OF PD2102, UNIT#25 DUE TO A 041-320-0225-4400	12,356.46
					Total :	12,356.46
234314	1/16/2024	894315 AG LAWNMOWER SHOP	0129	12981	SMALL EQUIP. REPAIR (LAWNMOWER) 001-346-0000-4300	171.17
					Total :	171.17
234315	1/16/2024	100143 ALONSO, SERGIO	DEC 2023	13077	MMAP INSTRUCTOR SERGIO ALONSO 004-2360	560.00
					Total :	560.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234316	1/16/2024	892975 ALTA LANGUAGE SERVICES INC	IS692176		BILINGUAL LISTENING & SPEAKING TE 001-106-0000-4260	55.00
					Total :	55.00
234317	1/16/2024	894078 AMERICAN BUSINESS BANK	013		5% RETENTION HELD-UPPER RES'VR 010-2037	12,625.80
					Total :	12,625.80
234318	1/16/2024	100188 ANDY GUMP INC.	INV1093785	13005	PORTABLE RESTROOM SERV FOR CIT 070-384-0000-4260	336.34
			INV10937856	13005	PORTABLE RESTROOM SERV FOR CIT 043-390-0000-4260	336.49
					Total :	672.83
234319	1/16/2024	100191 ANGELES SHOOTING RANGE	11562		SHOOTING RANGE TRAINING-12/15 & 001-225-0000-4360	400.00
					Total :	400.00
234320	1/16/2024	100222 ARROYO BUILDING MATERIALS, INC	289979	12984	HARDWARE SUPPLIES & U-CARTS OF 070-383-0000-4310	178.61
					Total :	178.61
234321	1/16/2024	894654 ASCENCIO, BREANNA	52-3882-06		WATER ACCT REFUND-850 FERMOORI 070-2010	44.93
					Total :	44.93
234322	1/16/2024	894650 ASJ WHOLESALE	43-2910-10		WATER ACCT REFUND-1711 FIRST 070-2010	34.64
					Total :	34.64
234323	1/16/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-DEC 2023 001-222-0000-4220	244.47
					Total :	244.47
234324	1/16/2024	893916 AVENU INSIGHTS & ANALYTICS	INV06-17769		ACFR REPORT 001-130-0000-4270	1,300.00
					Total :	1,300.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234325	1/16/2024	889913 BALLIN, SYLVIA	DEC 2023		GLACVCD TRUSTEE MEMBER STIPENDI 001-190-0000-4111	150.00
					Total :	150.00
234326	1/16/2024	893591 BIOMEDICAL WASTE DISPOSAL	133189		BIOMEDICAL WASTE PICK UP & DISPO 001-222-0000-4260	110.00
					Total :	110.00
234327	1/16/2024	888800 BUSINESS CARD	010224		CITY EMAIL-JAN 2024 001-135-0000-4260	2,017.18
			010224		ANNUAL MEMBERSHIP DUES 001-130-0000-4370	225.00
			010224-1		BINGO SUPPLIES 004-2346	77.67
			010224-2		BINGO SUPPLIES 004-2346	50.46
			010324		BUSINESS CARDS 001-101-0000-4300	39.48
					001-150-0000-4300	39.48
					001-152-0000-4300	45.65
			113023		HDMI CABLE 001-107-0000-4300	16.75
			121223		CALENDAR & TABLE CLOTHE 001-105-0000-4300	23.63
			122023		CONDOLENCE ARRANGEMENT 001-101-0000-4430	100.00
			122123		ANNUAL MEMBERSHIP DUES 001-130-0000-4370	95.00
			122223-1		ITEMS FOR LP BINGO 004-2346	132.28
			122223-2		ITEMS FOR LP BINGO 004-2346	72.74
			122623		MONITOR STAND 001-225-0000-4350	29.71
			122923		BINGO SUPPLIES 004-2346	50.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234327	1/16/2024	888800 888800 BUSINESS CARD	(Continued)		Total :	3,015.73
234328	1/16/2024	888800 BUSINESS CARD	010324		LODGING-TACTICAL RIFLE INSTRUCTC 001-225-0000-4360	592.64
			121123		LODGING-PUBLIC SAFETY DISPATCH 001-225-0000-4360	723.70
			121823		LODGING-PUBLIC SAFETY DISPATCH 001-225-0000-4360	723.70
			121823		MEMBERSHIP RENEWAL 001-222-0000-4380	50.00
					Total :	2,090.04
234329	1/16/2024	894655 CALIBRE PRESS	2391311		TACTICAL LEADERSHIP TRAINING 001-225-0000-4360	179.00
					Total :	179.00
234330	1/16/2024	889056 CALLEROS, MARIA	REIMB.		SUPPLIES FOR VARIOUS EVENTS 001-420-0000-4300	148.41
					Total :	148.41
234331	1/16/2024	892464 CANON FINANCIAL SERVICES, INC	31706517	12948	LEASE FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	2,005.79
					Total :	2,005.79
234332	1/16/2024	892465 CANON SOLUTIONS AMERICA, INC.	6006462258	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	1,511.99
					Total :	1,511.99
234333	1/16/2024	891860 CARL WARREN & COMPANY	20393-20407		REIMB. TO ITF ACCT (LIABILITY CLAIM) 006-1037	12,230.73
					Total :	12,230.73
234334	1/16/2024	894010 CHARTER COMMUNICATIONS	001369121823		PD CABLE SRVS-12/18-01/17 001-222-0000-4260	229.62
			0196309122323		INTERNET SERVICES-12/23-01/22 001-190-0000-4220	1,399.00
					Total :	1,628.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234335	1/16/2024	103029 CITY OF SAN FERNANDO	5884-5927		REIMB. TO WORKERS COMP ACCT 006-1038	16,093.96
					Total :	16,093.96
234336	1/16/2024	890893 CITY OF SAN FERNANDO	JAN 2024		CITY PROPERTY UTILITY BILLS 043-390-0000-4210	5,524.55
					Total :	5,524.55
234337	1/16/2024	890893 CITY OF SAN FERNANDO	NOV 2023		COMMISSIONER'S STIPEND DONATION 001-420-0000-4111	100.00
			OCT 2023		COMMISSIONER'S STIPEND DONATION 001-420-0000-4111	100.00
					Total :	200.00
234338	1/16/2024	102003 COUNTY OF LOS ANGELES	RE-PW-23121103199	13050	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	845.60
			RE-PW-23121103219	13050	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	5,995.17
					Total :	6,840.77
234339	1/16/2024	100491 CPS HR CONSULTING	BSCC-INV13450		TESTING MATERIALS 001-106-0000-4270	502.00
					Total :	502.00
234340	1/16/2024	893904 CRICKET CONSULTING	1398	13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	840.00
			1399	13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	420.00
					Total :	1,260.00
234341	1/16/2024	893618 DANA SAFETY SUPPLY INC	881224	12679	INSTALL OF SAFETY EQUIP. FOR PATR 041-224-0000-4500	5,113.44
			881469	12679	INSTALL OF SAFETY EQUIP. FOR PATR 041-224-0000-4500	12,750.44
			885321	12679	INSTALL OF SAFETY EQUIP. FOR PATR 041-225-0000-4500	459.90
					Total :	18,323.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234342	1/16/2024	887121 DELL MARKETING L.P.	107208181706	13090	10 OPTIPLEX SMALL FORM FACTOR (P 001-135-0000-4300	12,936.58
					Total :	12,936.58
234343	1/16/2024	894657 DOLBY THEATRE	111723		SENIOR TRIP-(50) TICKETS TO "SHEN 004-2383	5,562.50
					Total :	5,562.50
234344	1/16/2024	103851 EVERSOF, INC.	R2426728		WATER SOFTNER RENTAL-WELL 2A 070-384-0000-4260	58.45
					Total :	58.45
234345	1/16/2024	893800 FAJARDO, JOANNE	JULY-NOV 2023		CHAIR ZUMBA INSTRUCTOR 017-420-1321-4260	1,407.00
			JULY-NOV 2023		SENIOR ZUMBA INSTRUCTOR 017-420-1322-4260	1,000.00
					Total :	2,407.00
234346	1/16/2024	893983 FRITZ, JULIA	REIMB.-1		WELLNESS BENEFIT REIMB.-FY23-24 001-115-0000-4140	471.15
			REIMB.-2		WELLNESS BENEFIT REIMB.-FY23-24 001-115-0000-4140	265.72
					Total :	736.87
234347	1/16/2024	892198 FRONTIER COMMUNICATIONS	209-188-4362-031792		POLICE PHONE LINES 001-222-0000-4220	807.36
			209-188-4363-031892		VARIOUS PHONE LINES 001-190-0000-4220	90.46
					070-384-0000-4220	330.42
					001-420-0000-4220	264.06
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINES 007-440-0441-4220	63.97
					001-190-0000-4220	127.94
			818-361-6728-080105-		ENGINEERING FAX LINE 001-310-0000-4220	45.43
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM 001-420-0000-4220	74.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234347	1/16/2024	892198 FRONTIER COMMUNICATIONS	(Continued) 818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	45.02
			818-837-1509-032207		PW PHONE LINE 001-190-0000-4220	45.43
			818-837-2296-031315		VARIOUS CITY HALL LINES 001-190-0000-4220	378.34
			818-838-4969-021803		POLICE ALARM PANEL 001-222-0000-4220	137.49
			818-898-7385-033105		LP PARK FAX LINE 001-420-0000-4220	49.06
					Total :	2,459.87
234348	1/16/2024	892173 FS CONTRACTORS, INC.	3299		RETENTION RELEASED-RESVR 2A/5 S 070-2037	22,068.55
					Total :	22,068.55
234349	1/16/2024	894351 GARCIA, VICTORIA	JAN 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
					Total :	100.00
234350	1/16/2024	894409 GLENOAKS ESTATE LLC	54-5030-02		WATER ACCT REFUND-997 GLENOAKS 070-2010	5.72
					Total :	5.72
234351	1/16/2024	894596 GLENOAKS ESTATES LLC	54-5025-02		WATER ACCT REFUND-995 GLENOAKS 070-2010	86.48
					Total :	86.48
234352	1/16/2024	101279 GOMEZ-GARCIA, SONIA	TRAVEL		PER DIEM-CSMFO ANNUAL CONFERENCE 001-130-0000-4370	211.40
					Total :	211.40
234353	1/16/2024	892550 GOVEA, DAVID	NOV 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
			OCT 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00

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234353	1/16/2024	892550 892550 GOVEA, DAVID	(Continued)		Total :	200.00
234354	1/16/2024	101376 GRAINGER, INC.	9926328080	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	1,506.38
			9944446666	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	30.88
					Total :	1,537.26
234355	1/16/2024	894644 GRANICUS, LLC.	174049	13095	CITY WEBSITE REDESIGN & 5 YEARS I 121-105-3689-4270	19,000.00
					Total :	19,000.00
234356	1/16/2024	894407 GRAYBAR FINANCIAL SERVICES	15891400		VOIP MONLTY LEASE PAYMENT-JAN'24 001-190-0000-4220	944.53
					001-222-0000-4220	944.54
					001-420-0000-4220	404.80
					070-384-0000-4220	404.80
					Total :	2,698.67
234357	1/16/2024	101434 GUZMAN, JESUS ALBERTO	DEC 2023	13067	MMAP INSTRUCTOR JESUS ALBERTO 004-2360	600.00
					Total :	600.00
234358	1/16/2024	888647 HDL SOFTWARE, LLC	SIN033432	13036	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	1,238.26
			SIN034487	13036	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	28,173.94
					Total :	29,412.20
234359	1/16/2024	890594 HEALTH AND HUMAN RESOURCE	E0308884		EAP-JAN 2024 001-106-0000-4260	250.90
					Total :	250.90
234360	1/16/2024	893817 HERNANDEZ MOLINA, MARIO ALBERTO	DEC 2023	13079 13079	MMAP INSTRUCTOR MARIO HERNANDEZ 004-2359 004-2360	80.00 280.00
					Total :	360.00

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234361	1/16/2024	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN034208	13040	CONTRACT SERVICES - SALES & TRAN 001-130-0000-4270	1,708.98
			SIN034676	13040	CONTRACT SERVICES - SALES & TRAN 001-130-0000-4270	600.00
					Total :	2,308.98
234362	1/16/2024	894653 HUTCHESON, PATTI	60-0396-07		WATER ACCT REFUND-433 NEWTON 070-2010	14.61
					Total :	14.61
234363	1/16/2024	894144 JIMENEZ, DAVID	DEC 2023		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1321-4260	98.00
					Total :	98.00
234364	1/16/2024	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-42	12145	UPPER RESERVOIR REPL CONSTR. MI 121-385-0716-4600	69,260.62
			SF202001-43	12145	UPPER RESERVOIR REPL CONSTR. MI 070-385-0716-4600	39,934.85
				12145	121-385-0716-4600	44,970.06
			SF202001-44	12145	UPPER RESERVOIR REPL CONSTR. MI 121-385-0716-4600	58,937.44
					Total :	213,102.97
234365	1/16/2024	894007 KARINA SWEEPING COMPANY	0022	13020	SWEEPING SERVICES- CITY OWNED P 023-311-0000-4260	7,440.00
					Total :	7,440.00
234366	1/16/2024	102007 L.A. COUNTY SHERIFFS DEPT.	241500BL	13018	PRE-PACKAGED, PREPARED INMATE M 001-225-0000-4350	617.05
					Total :	617.05
234367	1/16/2024	101971 L.A. MUNICIPAL SERVICES	657-750-1000		ELECTRIC-14060 SAYRE STREET 070-384-0000-4210	4,090.80
			694-750-1000		WATER & ELECTRIC-13180 DRONFIELD 070-384-0000-4210	5,822.37
					Total :	9,913.17
234368	1/16/2024	101896 LEHMAN, CHARLES	33-3100-03		WATER ACCT REFUND-1124 CORONEL	

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234368	1/16/2024	101896 LEHMAN, CHARLES	(Continued)		070-2010	73.80
					Total :	73.80
234369	1/16/2024	894319 LENCHITAS TORTILLERIA	010224		TAMALES FOR SENIOR DANCE 004-2380	255.00
					Total :	255.00
234370	1/16/2024	893063 LEON, MIGUEL	010224		REIMB-SENIOR CLUB ACTIVITIES 004-2380	177.46
					Total :	177.46
234371	1/16/2024	101920 LIEBERT CASSIDY WHITMORE	255847		LEGAL SERVICES 001-112-0000-4270	581.00
			255970		LEGAL SERVICES 001-112-0000-4270	318.00
			256108		LEGAL SERVICES 001-112-0000-4270	1,650.00
			256698		LEGAL SERVICES 001-112-0000-4270	198.00
			256726		LEGAL SERVICES 001-112-0000-4270	99.00
			256786		LEGAL SERVICES 001-112-0000-4270	726.00
			257000		LEGAL SERVICES 001-112-0000-4270	297.00
			257278		LEGAL SERVICES 001-112-0000-4270	2,081.50
					Total :	5,950.50
234372	1/16/2024	894348 LOPEZ, RUDDY U.	REIMB.		WATER TREATMENT PLANT OP TRAINI 070-384-0000-4360	365.00
					Total :	365.00
234373	1/16/2024	892477 LOWES	9747-01721		SINK REPLACEMENT-120 MACNEIL 070-384-0000-4330	207.01
			9747-01723		VEHICLE MAINT-ME9503	

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234373	1/16/2024	892477 LOWES	(Continued)			
			9747-01876		041-320-0320-4400 PAINT	134.19
			9747-97800		043-390-0000-4300 SMALL TOOLS	174.70
			9754-99213		041-320-0000-4320 SUPPLIES-WELL 2A	207.42
					070-384-0000-4300	144.38
					Total :	867.70
234374	1/16/2024	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	39.21
					Total :	39.21
234375	1/16/2024	893200 MCKESSON MEDICAL-SURGICAL	21461820		INMATE FIRST AID SUPPLIES 001-225-0000-4350	66.74
					Total :	66.74
234376	1/16/2024	891957 MCMORROW, CYNTHIA	50-4090-03		WATER ACCT REFUND-1036 FERMOOF 070-2010	80.98
					Total :	80.98
234377	1/16/2024	894210 MELTON, ERICA D.	REIMB.		LODGING-LEAGUE OF CA. CITIES CON 001-130-0000-4370	213.00
			TRAVEL		PER DIEM & PARKING-CSMFO ANNUAL 001-130-0000-4370	140.00
					Total :	353.00
234378	1/16/2024	102226 MISSION LINEN SUPPLY	520618555	13096	LAUNDRY SERVICES FOR PD 001-225-0000-4350	347.61
			520705092	13096	LAUNDRY SERVICES FOR PD 001-225-0000-4350	664.65
			520740948	13096	LAUNDRY SERVICES FOR PD 001-225-0000-4350	347.61
					Total :	1,359.87
234379	1/16/2024	893343 MOHR, NICOLE	JAN 2024		COMMISSIONER'S STIPEND	

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234379	1/16/2024	893343 MOHR, NICOLE	(Continued)			
			NOV 2023		001-310-0000-4111 COMMISSIONER'S STIPEND	100.00
			OCT 2023		001-420-0000-4111 COMMISSIONER'S STIPEND	100.00
					001-420-0000-4111	100.00
					Total :	300.00
234380	1/16/2024	893934 MORA, JUAN LUIS	MCB-1123	12954	CONSULTANT FOR BASEBALL INSTRU 017-420-1330-4260	230.00
				12954	026-420-0887-4260	610.00
					Total :	840.00
234381	1/16/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	138.88
					Total :	138.88
234382	1/16/2024	102325 NAPA AUTO PARTS	6410-152448		VEHICLE MAINT-PW0083 041-320-0370-4400	191.82
					Total :	191.82
234383	1/16/2024	893705 NATIONAL SIGNAL	0046069-IN		VEHICLE MAINT-WA0172 070-383-0000-4400	492.71
					Total :	492.71
234384	1/16/2024	893405 NEW HORIZON	2509453		LP PHONE SERVICES-JAN 2024 001-420-0000-4220	335.27
					Total :	335.27
234385	1/16/2024	894652 OCHOA, JULIO CESAR	50-2467-01		WATER ACCT REFUND-1167 HARDING 070-2010	50.67
					Total :	50.67
234386	1/16/2024	894100 ODP BUSINESS SOLUTIONS , LLC	333937921001		OFFICE SUPPLIES 001-422-0000-4300	124.42
			334468582001		OFFICE SUPPLIES 001-422-0000-4300	34.39
			334468625001		OFFICE SUPPLIES	

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234386	1/16/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			340085608001		001-422-0000-4300 OFFICE SUPPLIES	11.84
			343738620001		001-130-0000-4300 OFFICE SUPPLIES	80.70
			344589615001		001-106-0000-4300 OFFICE SUPPLIES	418.39
			345238977001		001-106-0000-4300 ITEM RETURNED	14.45
			345631637001		001-130-0000-4300 OFFICE SUPPLIES	-80.70
			345880983001		001-130-0000-4300 OFFICE SUPPLIES	211.94
			345882252001		070-383-0000-4300 OFFICE SUPPLIES	39.68
			346436565001		070-381-0000-4300 OFFICE SUPPLIES	52.31
			346725545001		070-384-0000-4300 OFFICE SUPPLIES	185.00
					001-130-0000-4300	43.98
					Total :	1,136.40
234387	1/16/2024	894123 OLIVAREZ MADRUGA LAW	23291		LEGAL SERVICES	
			23496		001-110-0000-4270 LEGAL SERVICES	26,217.27
					070-110-0000-4270	626.40
					073-110-0000-4270	216.00
					001-110-0000-4270	19,754.99
			23497		LEGAL SERVICES	
					001-110-0000-4270	993.60
					Total :	47,808.26
234388	1/16/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-148998		VEH. MAINT. AND REPAIR PARTS FOR I	
			4605-149006	13008	072-360-0000-4400	199.43
			4605-149652	13008	VEH. MAINT. AND REPAIR PARTS FOR I	
					070-383-0000-4400	48.47
					VEH. MAINT. AND REPAIR PARTS FOR I	

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234388	1/16/2024	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-149749	13008	041-1215 VEH. MAINT. AND REPAIR PARTS FOR I	45.18
			4605-149751	13008	041-1215 VEH. MAINT. AND REPAIR PARTS FOR I	33.06
			4605-149752	13008	041-1215 VEH. MAINT. AND REPAIR PARTS FOR I	33.06
				13008	041-1215	33.06
					Total :	392.26
234389	1/16/2024	893115 P.E.R.S. CITY RETIREMENT	100000017393705		2024 REPLACEMENT BENEFIT CONTRI	
					018-101-0000-4450	1,120.08
					Total :	1,120.08
234390	1/16/2024	893115 P.E.R.S. CITY RETIREMENT	100000017404994		ARRERAS CONTRIBUTION FOR S. ORT	
					018-222-0000-4124	235.65
					Total :	235.65
234391	1/16/2024	894056 PACIFIC HYDROTECH CORPORATION	013		UPPER RESERVOIR REPLACEMENT PI	
				12642	010-385-0716-4600	252,515.91
					010-2037	-12,625.80
					Total :	239,890.11
234392	1/16/2024	892360 PARKING COMPANY OF AMERICA	INVM0018282		PUBLIC TRANSPORTATION SERVICES	
				13076	008-313-0000-4260	45,048.79
				13076	007-313-3630-4402	4,953.53
					Total :	50,002.32
234393	1/16/2024	893933 PORTA-STOR	412708		MCB STORAGE BIN RENTAL	
					017-420-1330-4260	82.00
					Total :	82.00
234394	1/16/2024	888789 PRO FORCE LAW ENFORCEMENT	533268		EQUIPMENT FOR RED DOT INSTALLAT	
					001-222-0000-4300	1,112.65
					Total :	1,112.65
234395	1/16/2024	102688 PROFESSIONAL PRINTING CENTERS	21810		MARKETING OUTREACH MATL'S	
				13060	001-155-0000-4300	46.58

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234395	1/16/2024	102688 PROFESSIONAL PRINTING CENTERS	(Continued)			
				13060	001-152-0000-4300	46.58
				13060	001-150-0000-4300	46.58
				13060	001-140-0000-4300	46.58
			21940		MARKETING MATERIALS	
				13060	001-420-0000-4300	455.33
					Total :	641.65
234396	1/16/2024	894085 PRTG	110823		PISTOL RED DOT INSTRUCTOR COURSE	
					001-225-0000-4360	550.00
					Total :	550.00
234397	1/16/2024	894306 QUENCH USA, INC.	INV06737136		DRINKING WATER	
					001-222-0000-4300	109.15
					Total :	109.15
234398	1/16/2024	102858 RIVERSIDE COUNTY SHERIFF	BCTC0070392		TRAFFIC COLLISION ADVANCED COURSE	
					001-225-0000-4360	613.00
					Total :	613.00
234399	1/16/2024	892300 RJM DESIGN GROUP, INC	36148		DESIGN FOR LP PARK REVITALIZATION	
				12925	010-422-0156-4600	82,970.05
					Total :	82,970.05
234400	1/16/2024	887296 ROBLED0, OLIVIA	NOV 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			OCT 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	200.00
234401	1/16/2024	894439 RODRIGUEZ, CHRIS	TRAVEL		PER DIEM-TACTICAL RIFLE INSTRUCTOR	
					001-225-0000-4360	180.00
					Total :	180.00
234402	1/16/2024	894241 RODRIGUEZ, LAUREL A.	NOV 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			OCT 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00

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234402	1/16/2024	894241 894241 RODRIGUEZ, LAUREL A.	(Continued)			Total : 200.00
234403	1/16/2024	894534 RODRIGUEZ, ZOE	JAN 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00
234404	1/16/2024	892856 SALAS, JUAN	REIMB.		VARIOUS CLEANING SUPPLIES	
					001-422-0000-4300	181.25
					Total :	181.25
234405	1/16/2024	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		CHARTER RENEWAL FEE	
					001-226-0230-4380	1,570.75
					Total :	1,570.75
234406	1/16/2024	891253 SAN FERNANDO SMOG TEST ONLY	2338		SMOG TEST-WA3241 (E1259769)	
					041-320-0000-4450	65.00
			2380		SMOG TEST-PW5659 (E1094968)	
					041-320-0000-4450	65.00
			2412		SMOG TEST-PW3989(E1086145)	
					041-320-0000-4450	65.00
			2413		SMOG TEST-PD8399 (6S17528)	
					041-320-0000-4450	65.00
			2421		SMOG TEST-CE5643 (E1259562)	
					041-320-0000-4450	65.00
			2422		SMOG TEST-PW0597 (E1155204)	
					041-320-0000-4450	65.00
			2455		SMOG TEST-PD5563 (E1094949)	
					041-320-0000-4450	65.00
					Total :	455.00
234407	1/16/2024	103057 SAN FERNANDO VALLEY SUN	12133		LEGAL PUBL.-NOTICE OF NOMINEES	
					001-115-0000-4230	101.25
					Total :	101.25
234408	1/16/2024	103101 SCHMUTZ, ELIZABETH	52-3192-02		WATER ACCT REFUND-2042 WARREN	
					070-2010	15.09
					Total :	15.09

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234409	1/16/2024	892619 SIMONZAD, BENNY	REIMB.		TUITION REIMB.-BUSINESS LAW 001-225-0000-4365	710.00
					Total :	710.00
234410	1/16/2024	103184 SMART & FINAL	0054		SUPPLIES FOR SENIOR CLUB DANCE 004-2380	87.77
			0120		SUPPLIES-WINTER CAMP 017-420-1399-4300	116.11
			0150		BEVERAGES-HOLIDAY LUNCHEON 001-222-0000-4300	51.15
			0189		REFRESHMENTS-BUS. WATCH MTG 001-222-0000-4300	33.56
			0436		REFRESHMENTS-NEIGHBORHOOD W/ 001-222-0000-4300	23.98
			17601		SUPPLIES-SENIOR CLUB DANCE 004-2380	163.30
					Total :	475.87
234411	1/16/2024	892199 SMARTPHONE METER READING, LLC	SPMR3658	13093	SMARTPHONE METER READING LIC R 070-382-0000-4300	1,302.00
				13093	072-360-0000-4320	1,302.00
					Total :	2,604.00
234412	1/16/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC - VARIOUS LOCATIONS 027-344-0000-4210	12,677.63
					029-335-0000-4210	3,409.35
					070-384-0000-4210	22,142.15
					074-320-0000-4210	5,845.21
					043-390-0000-4210	5,372.41
					Total :	49,446.75
234413	1/16/2024	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS FOR CNG STATION 074-320-0000-4402	10,042.65
					Total :	10,042.65
234414	1/16/2024	894311 SPECTRUMVOIP	IN827266		CITYWIDE LONG DIST VOIP SRVS- JAN 001-190-0000-4220	153.79

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234414	1/16/2024	894311 894311 SPECTRUMVOIP	(Continued)		Total :	153.79
234415	1/16/2024	103251 STANLEY PEST CONTROL	631246	13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	94.00
			631249	13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	62.00
			631250	13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	135.00
			631252	13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	55.00
			631253	13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	95.00
			631254	13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	85.00
			631255	13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	85.00
					Total :	611.00
234416	1/16/2024	894275 STAPLES, INC.	8072635174		OFFICE SUPPLIES 001-130-0000-4300	63.83
					Total :	63.83
234417	1/16/2024	893955 TALLEY, BRIDGET LAINE	DEC 2023		SENIOR YOGA INSTRUCTOR 017-420-1321-4260	147.00
					Total :	147.00
234418	1/16/2024	893061 TAPIA, FREDDY	REIMB.		MILEAGE REIMB. 001-420-0000-4390	52.40
					Total :	52.40
234419	1/16/2024	101528 THE HOME DEPOT CRC	1534072		TOOL RACK, SHELVES, PLATE 041-320-0000-4320	350.41
			2534002		ITEMS FOR SEWER TRUCK TRAILER 072-360-0000-4300	157.47
			2534890		TOOL BOX ORGANIZIER-PW2931 041-320-0311-4400	178.31
			5124988		MISC SUPPLIES	

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234419	1/16/2024	101528 THE HOME DEPOT CRC	(Continued)			
			6533698		070-383-0000-4310 UTILITY LIGHT - PW0083	503.16
			814054		041-320-0370-4400 BATTERIES TRIM SQUARE, RAFTER	32.94
			9014619		041-320-0000-4320 SWEEPERS FOR MALL	331.60
			9014620		030-341-0000-4300 SMALL TOOLS	110.08
					001-311-0000-4300	143.26
					Total :	1,807.23
234420	1/16/2024	894052 THE LANGUAGE PROS, INC.	1632	12998	LANGUAGE ACCESS PROGRAM - ONSI	
			1637	12998	001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI	835.00
			1643	12998	001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI	375.00
					001-101-0000-4270	970.64
					Total :	2,180.64
234421	1/16/2024	892525 T-MOBILE	958769818		HOTSPOTS & TABLET CONNECTIONS	
					001-420-0000-4220	29.40
					043-390-0000-4310	19.74
					Total :	49.14
234422	1/16/2024	894651 TOBAR, ANDY	54-0352-03		WATER ACCT REFUND-815 GRISWOLD	
					070-2010	93.45
					Total :	93.45
234423	1/16/2024	893504 TOWN HALL STREAMS, LLC	15361		STREAM SERVICES-JAN 2024	
					001-115-0000-4260	175.00
					Total :	175.00
234424	1/16/2024	890998 TRUJILLO, RODOLFO	JAN 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00

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234425	1/16/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		REIMBURSEMENT OF POSTAGE MACH	
					001-190-0000-4280	1,500.00
					Total :	1,500.00
234426	1/16/2024	103463 U.S. POSTMASTER	JAN 2024		POSTAGE-JAN UTILITY BILLS	
					072-360-0000-4300	763.29
					070-382-0000-4300	763.29
					Total :	1,526.58
234427	1/16/2024	103445 UNDERGROUND SERVICE ALERT	1220230693		(27) SNF01 NEW TICKET CHARGES	
			23-242350		070-381-0000-4260 CA STATE FEE-REGULATORY COSTS	57.25
					070-384-0000-4260	40.64
					Total :	97.89
234428	1/16/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_12/1-12/31	13024	WSTEWTER FLOW MONITORING & SAI	
			COSF_12/9-1/8/24	13024	072-360-0000-4260 WSTEWTER FLOW MONITORING & SAI	540.00
					072-360-0000-4260	770.00
					Total :	1,310.00
234429	1/16/2024	893647 VALEO NETWORKS	26938	13038	VEEAM CLOUD CONNECTION SOLUTI	
			26939	13038	001-135-0000-4260 IT MANAGEMENT & VEEAM CLOUD CO	831.70
					001-135-0000-4270	10,591.67
					Total :	11,423.37
234430	1/16/2024	892081 VERIZON BUSINESS SERVICES	72784521		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	70.45
					Total :	70.45
234431	1/16/2024	100101 VERIZON WIRELESS-LA	9951940248		MDT MODEMS-PD UNITS	
			9952356962		001-222-0000-4220 PD CELL PHONE PLANS & CE BROADB	342.08
					001-222-0000-4220	176.77
			9952655124		001-152-0000-4220 VARIOUS CELL PHONE PLANS	152.04

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vchlist
01/11/2024 11:11:20AMVoucher List
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234431	1/16/2024	100101 VERIZON WIRELESS-LA	(Continued)		001-222-0000-4220	567.17
					070-384-0000-4220	41.89
			9952666840		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
			9952678320		PERSONNEL CELL PHONE PLAN	
					001-106-0000-4220	-8.21
					070-384-0000-4220	52.45
					Total :	1,568.40
234432	1/16/2024	894235 WARRANT BUILDER	121923		ANNUAL LICENSING SUBSCRIPTION	
					001-222-0000-4260	150.00
					Total :	150.00
234433	1/16/2024	890970 WEX BANK	94158699		FUEL FOR CITY FLEET	
					041-320-0152-4402	121.21
					041-320-0221-4402	559.63
					041-320-0222-4402	377.96
					041-320-0224-4402	862.75
					041-320-0225-4402	4,486.37
					041-320-0228-4402	707.90
					041-320-0311-4402	1,240.16
					041-320-0320-4402	191.16
					041-320-0370-4402	912.74
					041-320-0390-4402	1,593.52
					029-335-0000-4402	112.00
					070-381-0000-4402	85.02
					070-382-0000-4402	309.80
					070-383-0000-4402	830.01
					070-384-0000-4402	453.62
					072-360-0000-4402	315.56
					Total :	13,159.41
234434	1/16/2024	891531 WILLDAN ENGINEERING	00338347B		ON-CALL GENERAL ENGINEERING	

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vchlist
01/11/2024 11:11:20AMVoucher List
CITY OF SAN FERNANDO

Page: 22

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234434	1/16/2024	891531 WILLDAN ENGINEERING	(Continued)		024-311-0551-4600	130.00
				13055	024-371-0510-4600	545.75
				13055	024-371-0562-4600	1,732.00
				13055	032-311-0866-4600	130.00
				13055	001-310-0000-4270	18,147.50
			00338454		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	12,800.00
			00419441		CONSTRUCTION MGMT FOR PACOIMA	
				12849	012-311-0551-4600	54,503.48
			00626801		TRAFFIC SIGNAL SYNCHRONIZATION I	
				12941	024-371-0510-4600	26,856.60
					Total :	114,845.33
234435	1/16/2024	889491 WILLDAN FINANCIAL SERVICES	010-56337		ANNUAL DISTRICT ADMINISTRATION	
				13074	027-344-0000-4260	2,789.12
					Total :	2,789.12
127 Vouchers for bank code : bank3						Bank total : 1,094,092.12
127 Vouchers in this report						Total vouchers : 1,094,092.12

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

vchlist
01/04/2024 9:17:00AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234301	1/4/2024	102519 P.E.R.S.	JAN 2024		HEALTH INS BENEFITS - JAN 2024 001-1160	186,349.78
Total :						186,349.78
1 Vouchers for bank code :		bank3				Bank total : 186,349.78
1 Vouchers in this report						Total vouchers : 186,349.78

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

vchlist
01/10/2024 4:29:19PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234302	1/10/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - JANUARY 2024 001-1160	2,434.82
Total :						2,434.82
234303	1/10/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMANDS		DENTAL INS BENEFITS - JANUARY 2024 001-1160	195.30
Total :						195.30
234304	1/10/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - JANUARY 2024 001-1160	11,595.62
Total :						11,595.62
234305	1/10/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA STD/LTD INS BENEFITS - JANUARY 2024 001-1160	2,240.00
Total :						2,240.00
234306	1/10/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - JANUARY 2024 001-1160	2,527.05
Total :						2,527.05
5 Vouchers for bank code :		bank3				Bank total : 18,992.79
5 Vouchers in this report						Total vouchers : 18,992.79

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-012

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01/11/2024 10:39:12AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234307	1/8/2024	893115 P.E.R.S. CITY RETIREMENT	100000017345679		EMPL CONTRIB VARIANCE-12/02-12/15		
					018-222-0000-4124	270.13	
					018-224-0000-4124	202.59	
					018-225-0000-4124	2,903.85	
					Total :	3,376.57	
234308	1/9/2024	893115 P.E.R.S. CITY RETIREMENT	100000017345700		EMPL CONTRIB VARIANCE-12/16-12/29		
					018-222-0000-4124	297.16	
					018-224-0000-4124	222.88	
					018-225-0000-4124	3,194.55	
					Total :	3,714.59	
2 Vouchers for bank code :		bank3				Bank total :	7,091.16
2 Vouchers in this report						Total vouchers :	7,091.16

Voucher Registers are not final until approved by Council.

Page: 1

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

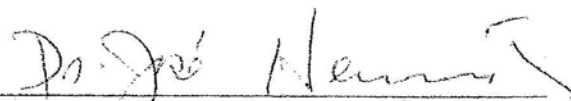
WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

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

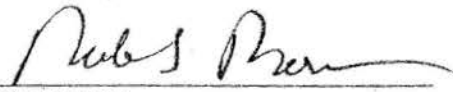
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SAN FERNANDO)

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

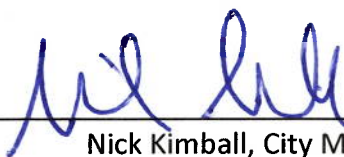
Date: December 18, 2023

Subject: Release of Warrants

Due to the adjournment of the Regular City Council meeting on December 18, 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. A 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



MEMORANDUM

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

From: Sandra Franco-Rivas, Accounting Technician

Date: January 3, 2024

Subject: Release of Warrants

Due to the adjournment of the Regular City Council meeting on January 2, 2024, 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

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: January 16, 2024

Subject: Consideration to Adopt a Resolution Approving "Guidelines for Boards, Commissions and Committees Handbook"

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8260 (Attachment "A"), establishing and approving the City of San Fernando's "Guidelines for Boards, Commissions and Committees Handbook" (Exhibit "A" of Attachment "A");
- b. Authorize the City Manager to make non-substantive changes, as appropriate; and
- c. Authorize the City Manager, or designee, to take certain related actions to develop, implement and facilitate an in-house Commissioners training program.

BACKGROUND:

1. On May 22, 2023, the City Clerk presented the City Clerk Department's Proposed Objectives and Work Plan for Fiscal Year (FY) 2023-2024, which included adopting and implementing City Guidelines for Boards, Commissions and Committees ("Handbook") (Attachment "A", Exhibit "A").
2. On June 20, 2023, the City Council adopted the City's FY 2023-2024 Budget, which included approval of \$3,500 allocation for developing a handbook for Commissioners and for a potential consultant to facilitate a training program for the Commissioners.
3. On October 16, 2023, the City Council approved a draft version of the Guidelines for the Handbook, which included amendments incorporating the City Council's annual reorganization procedure for the selection of Commission Chair and Vice Chair. The City Council also directed staff to present this draft to each of the City's four active Commissions

Consideration to Adopt a Resolution Approving “Guidelines for Boards, Commissions and Committees Handbook”

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to solicit feedback, if any and return to City Council with the final version on the Consent Calendar for adoption at a future meeting.

4. On November 2, 2023, staff presented the Handbook to the Transportation and Public Safety Commission and received feedback.
5. On November 7, 2023, staff presented the Handbook to the Parks, Wellness and Recreation Commission and received feedback.
6. On November 13, 2023, staff presented the Handbook to the Planning and Preservation Commission and received feedback.
7. On November 29, 2023, staff presented the Handbook to the Education Commission and received feedback.

ANALYSIS:

As the elected body of the City, the City Council plays a pivotal role in shaping the City's future and responding to the evolving needs of the community. Central to this role are City Council appointed Commissions, who are essential advisory bodies comprised of dedicated community members. These bodies serve an important function by providing recommendations on various matters within their purview. In addition to advising the City Council, some Commissions, such as the Planning and Preservation Commission, have legislative duties. These Commissions and Committees help ensure that the City Council's decisions are informed and well-rounded.

The City has four (4) active Commissions: 1) Education Commission; 2) Planning and Preservation Commission; 3) Parks, Wellness and Recreation Commission; and 4) Transportation and Public Safety Commission. The primary focus of these Commissions are, in general, to review City programs, projects, and community issues. These advisory bodies provide greater community participation, outreach, opportunities for civic engagement, insight into community needs, and provides recommendations to assist with informed decisions by the City Council.

Currently, there is no single document outlining each Commission's operations and serves as a reference for Commissioners to provide guidance related to their roles and responsibilities. While Commissions support City Council's decisions, the absence of uniform guidelines, processes, and Commissioner training can cause confusion among Commissioner's, City staff, and the public. To address this challenge, the City Clerk's Office has prepared the attached Guidelines Handbook for Commissioners and City staff liaisons (Attachment “A”). This Handbook aims to provide resources, establish consistency, increase transparency, enhance public participation and engagement in the way Commissions conduct business and carry out their advisory role to the City Council.

Consideration to Adopt a Resolution Approving “Guidelines for Boards, Commissions and Committees Handbook”

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The Handbook provides general information to Commissioners, such as:

- Membership Qualifications, Selection and Appointment Process;
- Onboarding of New Commissioners;
- Commissions Scope and Authority;
- Commissioner Roles and Responsibilities;
- Parliamentary Procedures;
- Meeting Compliance and Regulations; and
- Helpful Resources.

City Council Review of Handbook.

On October 16, 2023, the City Council reviewed a draft version of the Handbook and recommended the following changes:

1. Incorporate the City Council’s annual reorganization procedure for the selection of Commission Chair and Vice Chair;
2. Update the Commissioner Application as follows:
 - a. Create one section with checkboxes to select which commission the applicant is applying for, including an "other" option for those applying as City Council-appointed liaisons.
 - b. Create a checkbox to specify whether the applicant is related to the nominating Councilmember.
 - c. Remove the requirement for applicants to be registered voters.

The attached Handbook includes the recommended changes stated above.

The City Council also directed staff to:

- a. Provide monthly reports to City Council on Commissioners’ meeting attendance.
- b. Gradually discontinue the use of business cards for Commissioners.
- d. Present the draft Handbook to each of the City’s four active Commissions for feedback, if any, and return to the City Council with the final version on the Consent Calendar for adoption at a future meeting.

Additionally, the City Council recommended offering a \$100 stipend to Commissioners who attend training for Rosenberg’s Rules of Order and Ralph M. Brown Act Compliance. This will be discussed at a later date after a training program is developed.

Commissions Review of Handbook.

Per City Council’s direction, the draft Handbook was presented to each of the City’s four active Commissions during their regular meetings throughout November 2023. Below is a brief summary of each Commission’s feedback:

Consideration to Adopt a Resolution Approving “Guidelines for Boards, Commissions and Committees Handbook”

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Transportation and Public Safety Commission.

Transportation and Public Safety Commissioners recommended that Commissioner requests to agendaize items for Commission discussion should mimic the City Council procedures. Clarification was requested on which Commissions were required to file a Statement of Economic Interest Form 700 disclosure, inquired about the relationship between Commissioner appointment and Councilmember, particularly when newly elected Councilmembers are seated and discussed whether printed Commissioner business cards were necessary and suggested using digital business cards instead.

Parks, Wellness and Recreation Commission.

Parks, Wellness and Recreation Commissioners asked about the accuracy of the City’s Table of Organization, requested information on the City’s policy for when a Commissioner requests to waive their monthly stipend, and whether the Commissioner is authorized to direct which specific City program that their stipend could be applied towards. Staff provided the appropriate responses to questions from commissioners.

Planning and Preservation Commission.

Planning and Preservation Commissioners discussed the process of dismissing or removing a Commissioner due to excessive meeting absences and expressed their opposition to eliminating the requirement of being a registered voter in order to apply as a Commissioner. Staff provided the appropriate responses to questions from commissioners.

Education Commission.

Education Commissioners discussed work plan(s) and inquired on the process in which Commissioners may communicate work plan requests to City staff liaisons. The Commission also discussed whether printed business cards for Commissioners were necessary and suggested digital business cards instead. Staff provided the appropriate responses to questions from commissioners.

Edits to Handbook.

Based on feedback received from each Commission, the following edits were also incorporated to the draft Handbook under the following sections:

- Revised Applicable Laws and Regulations – Added reference to Government Code Section 87200 and details pertaining to the City’s adopted resolution listing certain designated Form 700 filer positions, which does not include filing requirements for the Parks, Wellness and Recreation, Education, and Transportation and Public Safety Commissioners. The City’s Adopted Designated Filers Positions to the City’s Conflict of Interest Code is included as Attachment “A”, Exhibit “G”.
- Revised Compensation – Added details regarding the process of when a Commissioner requests to waive their monthly stipend and requests to donate those funds to a pre-

Consideration to Adopt a Resolution Approving “Guidelines for Boards, Commissions and Committees Handbook”

Page 5 of 6

approved City program: Education Commission Scholarship, Senior Club, Mariachi Master Apprentice Program (MMAP), or support toward a Recreation or Cultural Event Program, and General City Services. The applicable form is included in the Handbook as Attachment “A”, Exhibit “F”.

The following is a summary of feedback received that were not incorporated in the draft Handbook:

- Commissioner Requests to Agendize Item.
The Handbook does not address Commissioner request to add an item for discussion. Currently, Commissioners may request to agendize an item for discussion at a future meeting, subject to approval by the Commission under the section on the agenda “Commissioner Updates/Request to Agendize Item for Discussion at a Future Meeting”. This is to ensure that requests align with the Commission's scope of responsibility, adhere to City Council policies, and consider the availability of staff resources and budget constraints.
- Business Cards.
The Handbook includes, as Attachment “A”, Exhibit “D,” the “Check-off List for New and Outgoing Commissions.” The process to print business cards will be phased out, and Commissions may be provided with digital business cards once this is vetted with the IT Division.
- Commissioners Work Plan Requests to City Staff Liaisons.
The Handbook references communication with staff liaison under the section of AUTHORITY.
- Commissioner Appointment and Councilmember Relation.
The Handbook does not address this matter as the topic is covered in the City Council Procedure Manual and a detailed explanation was provided at the time of the Commission meeting.
- Commissioner Excessive Absences.
The Handbook and the City Council Procedure Manual both addresses removal and replacement of a Commissioner with excessive absences.
- Commissioner Application Eligibility.
The Handbook includes updates to the “Application to Serve on a City Commission” and includes City Council’s recommendation to remove the applicant eligibility requirement of being a registered voter, among other changes. The updated application is included in

Consideration to Adopt a Resolution Approving “Guidelines for Boards, Commissions and Committees Handbook”

Page 6 of 6

the Handbook as Attachment “A”, Exhibit “B”. Commissioners expressed opposition on removing the eligibility requirement of being a registered voter.

- City Organization Chart.

The Handbook includes the City’s Organization Chart which accurately depicts the box of Elected Official that makes reference to the City Council box of the table.

BUDGET IMPACT:

The FY 2023-2024 Adopted Budget included an appropriation for \$3,500 towards contractual services to facilitate Commissioners training. To implement the Handbook, in-house training may be conducted and any unused appropriation returned to the General Fund.

CONCLUSION:

Staff received feedback from all four Commissions and applied certain recommended feedback in sections of the Handbook to add clarity and include additional information that was not outlined in the draft Handbook presented to City Council at the October 16, 2023 meeting.

Staff is recommending that the City Council adopt Resolution No. 8260 (Attachment “A”) establishing and approving the City’s Guidelines for Boards, Commissions and Committees Handbook (Attachment “A”, Exhibit “A”), authorize the City Manager, or designee to make non-substantive changes as appropriate, and to develop, implement and facilitate an in-house Commissioners training program.

ATTACHMENT:

A. Resolution No. 8260, including:

Exhibit A: Guidelines for Boards, Commissions and Committees Handbook (Redline)

RESOLUTION NO. 8260

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA APPROVING THE GUIDELINES FOR BOARDS, COMMISSIONS
AND COMMITTEES HANDBOOK**

WHEREAS, in response to the evolving needs of the community, the City Council plays a pivotal role in shaping the City's future. Central to this process are the Commissioners and Committees, who are essential advisory bodies comprised of dedicated community members appointed by the City Council. These bodies serve an important function by providing recommendations on various matters within their purview. In addition to advising the City Council, some Commissions, such as the Planning and Preservation Commission, have legislative duties. These Commissions and Committees help ensure that the City Council's decisions are informed and well-rounded; and

WHEREAS, the City Council serves as the ultimate deliberative body regarding all business and policy matters for the city and wishes to establish consistent guidelines and processes for individuals appointed to a City Commission and basic operation of its Boards, Commissions and Committees (Commission); and

WHEREAS, the City Commissioners serve as voluntary members from the community advising the City Council on policies related to the purpose of their Commission's scope and are expected to attend all meetings, actively participate and deliberate, and vote on any matters that are requested for recommendation to the City Council.

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

SECTION 1. **Recitals.** That by adoption of this resolution, the City Council finds that the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. **Findings.** That by adoption of this resolution, the City Council, as consideration of the Guidelines for Boards, Commission and Committees Handbook, as recommended by City staff, makes the following findings:

- a. The proposed Guidelines for Boards, Commissions and Committees Handbook will assist to create consistency and streamlining the onboarding and orientation process, and provides basic clarity and guidance to newly appointed City Commissioners on general practices for the operation of Commissions.
- b. The Guidelines for Boards, Commissions and Committees handbook may be updated by the City Manager, as applicable in order to develop and implement a Commissioners training program.

SECTION 3. That by adoption of this resolution, the City Council hereby approves and adopts the Guidelines for Boards, Commissions and Committees Handbook, attached hereto as Exhibit “A”, which includes general rules and practices to provide guidance to Commissioners serving on a Commission.

SECTION 4. **Effective Date.** This Resolution shall take effect Immediately upon Its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 16th day of January, 2024.

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. 8260 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 16th day of January, 2024, 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 January, 2024.

Julia Fritz, City Clerk



CITY OF SAN FERNANDO

GUIDELINES FOR BOARDS, COMMISSIONS AND COMMITTEES



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Welcome!

Congratulations on becoming a valued member of the City of San Fernando team as a City Commissioner! I am thrilled to have you on board, as your appointment holds immense significance for your Commission's vital role in advising the San Fernando City Council on matters of utmost importance to our community.

This comprehensive Commissioners Guidelines has been thoughtfully crafted to provide you with essential information pertaining to your participation in public meetings, expectations regarding attendance, and the pivotal roles of Commissioners, staff, and Council liaisons as you collaborate with your Commission on the development of its advisory areas.

Your dedication and contributions as a Commissioner will undoubtedly make a positive impact on our community and enhance the effectiveness of the San Fernando City Council. Your commitment to service is truly commendable, and I eagerly anticipate witnessing the remarkable work you will accomplish on your Commission, representing the best interests of the San Fernando community.

Thank you for your unwavering commitment and valuable service to the San Fernando community. Together, we will continue to strive for excellence and make a lasting difference.

Warm Regards,

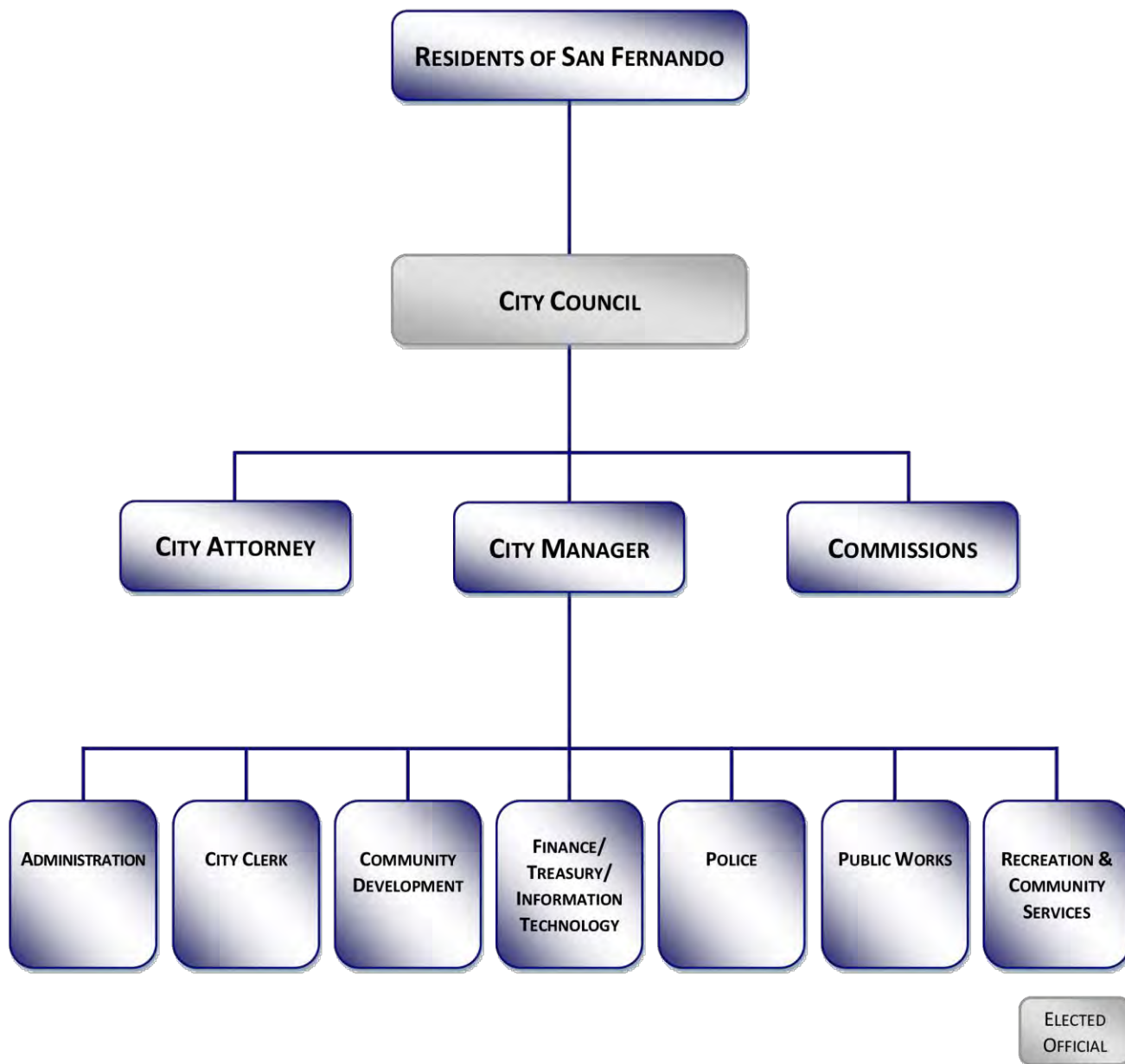
Nick Kimball
City Manager



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CITY ORGANIZATION CHART





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INTRODUCTION AND OVERVIEW

City of San Fernando is a California municipality of approximately 24,500 residents, and incorporated as a General Law City in August of 1911. The City of San Fernando is governed by a five-member City Council elected to staggering four-year terms by voters of San Fernando on the November ballot, held on each even year. In December of each year, the City Council holds an annual reorganization to select a Mayor and Vice Mayor from among the five Council members. The appointments are made by a majority vote of the City Council and are for a one-year term until the next annual reorganization.

The City Council is the legislative body responsible for making all major policy decisions and direction for the City of San Fernando, including adoption of the City's annual budget, major land use plans, infrastructure projects and facility and program activities. The Council relies on advisory input from many sources, including the City Commissions.

CITY COMMISSIONS: ROLES, RESPONSIBILITIES, AUTHORITY AND SPECIAL ASSIGNMENTS

ROLES

Commissioners serve as voluntary members from the community advising the City Council on policies related to the purpose of their Commission. They are expected to attend all meetings, actively participate and deliberate, and vote on any matters that are requested for recommendation to the City Council.

A commissioner's function is to listen, evaluate, advise, suggest and recommend. The commissions make recommendations to the City Council. Commissions examine alternative courses of action, evaluate each alternative, reach a conclusion and present a final recommendation for City Council consideration. This process ensures that the proper public officials are the ultimate decision-makers. The responsibility for allocating public resources rests with the duly-elected representatives of the City. This responsibility may not be delegated to others.

Once per year, Commissioners will vote to elect a Chair and Vice Chair of the Commission, and referred to as, the Annual Reorganization. The Chair is responsible for leading the meetings of the Commission. The Chair shall call the meeting to order, state items to be discussed on the agenda, permit all members the opportunity to be heard, allow for comments from the public, call for a vote when required and work directly with the staff liaison to ensure a successful meeting. The Vice Chair shall serve the role of Chair in the absence of the Chair.

ANNUAL REORGANIZATION PROCESS

The Annual Reorganization general occurs in July at the Commissions regular meeting, with the exception of the Planning and Preservation Commission as per the by-laws the annual reorganization occurs in January. The terms of office of the Chair of the Commission and Vice Chair shall be for one year, or until their successors have been chosen. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

The following procedure shall be used for the selection of a Chair:

- a. Commission Secretary opens the nominations for the position of Chair
- b. Nomination(s) is/are made for Chair, and seconded
- c. Hearing no objections, motion to close nominations
- d. Commission Secretary conducts a roll call vote and request each Commissioner announce their vote for Chair until a Chair is elected by majority vote
- e. Commission Secretary announces the results

Procedures a-e above are followed to select the Vice Chair.

RESPONSIBILITY

The City Council serves as the ultimate deliberative body regarding all business and policy matters for the city. Any requests for significant work by Commissions shall be considered by the City Council, resulting in recommendations. The City Council will then vote to approve applicable recommendations on any city policy or expenditure(s). Commissioners do not direct or delegate work tasks to City staff and Commission liaisons. Commission annual work plan activities and assignments are to be completed by Commissioners.

Outlined below are examples of some areas in which commission members focus their attention:

A. Providing in-depth analysis of specific problems

B. Creating a forum to encourage broad citizen participation

C. Assessing specific departmental matters, while taking into consideration the overall direction of the City

D. Providing in-depth analysis of issues that may be brought forward as a recommendation to the City Council for potential action.

There are four (4) City of San Fernando Commissions. Each Commission consists of five (5) City Council-appointed representatives. Please refer to **Exhibit "A"**, attached herewith, for a detailed description of each Commission, as outlined in the San Fernando City Code.

A brief general overview of each City Commission is provided below and corresponding meeting day and time:

Education Commission. (Ord. No. 1605, § 1, 5-16-2011)

Regular Meeting Day and Time: Monthly on the last Tuesday, at 4:30PM

Staff Liaison: Director of Recreation and Community Services

The duties of the Education Commission is to:

- (a) Establish and act as a liaison between the city and local school administrations, the city's school board representative for the Los Angeles Unified School District and representatives from other public and private schools operated in the city;
- (b) Initiate studies, investigations, surveys and make recommendations to the City Council regarding local K-12 education and local higher learning, educational grant and educational scholarship opportunities.
- (c) Coordinate with the city police chief on the implementation of the School Resource Officer Program in local Los Angeles Unified School District schools and the deployment of a school resource officer at those schools.
- (d) Subject to the approval of the City Council, the education Commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.

Parks, Wellness and Recreation Commission. (Ord. No. 1586, § 4, 3-16-2009)

Regular Meeting Day and Time: Monthly on the Second Thursday, at 6:30PM

Staff Liaison:

Director of Recreation and Community Services

The powers and duties of the Commission shall be:

- (1) Initiating studies, investigations and surveys and making recommendations to the City Council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.
- (2) Subject to the prior approval of the City Council, adopting by resolution, rules and regulations not inconsistent with this code and city ordinances, for the maintenance, improvement, use and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city;
- (3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the City Council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.
- (4) Initiating studies, investigations and surveys and making recommendations to the City Council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.
- (5) Upon request of the City Council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the City Council.
- (6) Planning and implementing cultural special events and planning and Commissioning art in public places (e.g., murals, sculptures, city monuments, etc.).
- (7) Developing a list of activities that would be presented for council approval. Such activities will address a diverse and broad approach to culture, not any one culture. The activities would introduce the community to all cultures in this city and beyond.
- (8) Identifying and, subject to City Council approval, securing outside funds to implement its activities, thereby saving City resources.

Sec. 54-64. Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the City Council to be historic resources. The Commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the City Council:

- (a) The Lopez Adobe site at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.
- (b) Such other historic resources as the council shall from time to time select and add to this section by amendment.

Planning and Preservation Commission. (Ord. No. 1586, § 1, 3-16-2009)

Regular Meeting Day and Time: Monthly on the Second Monday, at 6:30PM

Staff Liaison: Director of Community Development

The duties of the planning and preservation Commission shall include the following:

- (a) Initiating studies, investigations and surveys and making recommendations to the City Council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof; and
- (b) Upon request of the City Council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and Ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic

preservation program referred to it by the City Council.

- (c) The planning and preservation Commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

Transportation and Public Safety Commission. (City Code 1709, § 13.26.3)

Regular Meeting Day and Time: Monthly on the First Thursday, at 6:00PM

Staff Liaison: Director of Public Works and Police Chief

The duties of the Transportation and Public Safety Commission is to:

- (1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;
- (2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;
- (3) Receive complaints having to do with traffic matters; and
- (4) Recommend to the City Council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.
- (5) The Transportation and Public Safety Commission shall act solely as an advisory board to the City Council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the City Council, and shall study and make recommendations as to such matters directly to the City Council in an advisory capacity. Unless expressly authorized by the City Council, the Commission shall not represent itself to be acting for or on behalf of the City Council, nor shall it commit the officers, employees, or staff of the City in any manner or to any course of action. To the contrary, the Commission shall act as a study center and clearinghouse for advisory action to the City Council. The Commission shall have no authority or jurisdiction to make, recommend, or approve any action with regard to public safety personnel actions or investigations.

AUTHORITY

The City Manager shall appoint a City staff liaison to each Commission to provide staff support and work closely with the Chair to develop the meeting agendas and any information gathered for benefit of the Commissioners. Extensive training is provided in particular to the City's Planning and Preservation Commissioners, commensurate with those duties related to land use decision making – serving as a quasi-judicial body.

All Commissions are intended to be an advisory body (excluding the Planning and Preservation Commission) only and serve at the pleasure of the City Council. Commissions are not allowed to direct City staff that will result in an expenditure of staff resources exceeding the applicable amounts allocated in the approved annual budget.

The administrative staff liaison reports to and is responsible to the City Manager, who assigns staff liaisons to work with each city commission. The City Attorney is an appointed official who reports directly to the City Council. Therefore, all communications between City Attorney and commissions are to be directed through the assigned commission staff liaison, who will then contact the City Attorney if applicable. The City Attorney may be available to provide legal advice when asked by the staff liaison regarding the Brown Act, parliamentary procedure, or on topics related to the Commission's business. Except for the Planning and Preservation Commission, the City Attorney will not attend Commission meetings on a regular basis.

SPECIAL ASSIGNMENTS: AD HOC COMMITTEES

From time to time, as needs arise, the Commissions may choose to form an Ad Hoc Committee, which are less formal in nature, have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the Commission with a new scope or unfinished scope. Ad Hoc Committees are not subject to the requirements of the Ralph M. Brown Act. Ad Hoc Committees consist of City staff and two Commissioners that are appointed by the Commission and shall report back to the Commission at appropriate intervals regarding informational updates and upon conclusion of the task assigned by the Commission. Ad Hoc Committee's service concludes once a final report is provided, scope of work is completed, or as the Commission directs.

MEMBERSHIP RECRUITMENT, APPLICATION, APPOINTMENT, TERM LIMITS AND ORIENTATION PROCESS

MEMBERSHIP RECRUITMENT, APPLICATION

To apply, the person must be 18 years old, ~~a registered voter~~ and resides in the City of San Fernando. Interested applicants must complete an "Application to Serve on a City Commission" (**Exhibit "B"**) ~~that includes a with a~~ biography and submit ~~ted both documents~~ to the City Clerk's Office via email: cityclerk@sfcity.org; delivery in person or through the US postal mail service, City Hall 117 Macneil Street, San Fernando. Copies of applications are provided to the appointing Councilmember for their consideration and ~~with~~ their final recommendation to approve the appointment is ratified by the City Council.

APPOINTMENT, TERM LIMITS AND ORIENTATION PROCESS

Appointment of City Commissioners. (Ord. No. 1648, § 3, 12-7-2015) (**Exhibit "C"**)

- (a) The City Council shall have the authority to appoint individuals to City Commissions.
- (b) Appointed members of Boards and Commissions serve at the pleasure of the City Council, pursuant to Government Code Section 36506.

Method of appointment to Commissions. (Ord. No. 1648, § 3, 12-7-2015)

Unless otherwise specified in the City Code, each City Councilmember is, assigned a position that correlates to a position on each Commission. That Councilmember will have the authority to nominate an individual to serve in the assigned position on the Commission. Each such nomination shall require ratification by a majority of the City Council.

Removal of Commission Members; Vacancies. (Ord. No. 1648, § 3, 12-7-2015)

- (a) All Commissioners serve at the pleasure of the City Council and any Commissioner may be removed, with or without cause, either by a majority of the entire membership of the City Council or by the Councilmember who individually appointed such Commissioner.
- (b) If vacancies in any Commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The City Councilmember who nominated the vacating Commissioner shall nominate a replacement Commissioner, subject to ratification by a majority of the City Council.

Term of Commissioners. (Ord. No. 1648, § 3, 12-7-2015)

The term of office for each Commission member shall be one year; however, each member shall continue in the position beyond one year until replaced by the assigned City Councilmember or until the member resigns.

Rules of Decorum for Commissions. (Ord. No. 1648, § 3, 12-7-2015)

- (a) Decorum and order—Commissioners.
 - (1) Commissioners shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the Commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to

motives and personalities.

- (2) Every Commissioner desiring to speak shall address the Chair of the Commission and, upon recognition by such Chair, shall confine discussion to the question under debate.
 - (3) Every Commissioner desiring to question administrative staff should address questions to the City Manager who may answer the inquiry directly or designate the appropriate staff member to timely respond to such inquiry.
 - (4) A Commissioner, once recognized, shall not be interrupted while speaking, unless called to order by the Chair of the Commission, or a point of order is raised by another Commissioner, or the speaker chooses to yield to questions from another Commissioner.
 - (5) Any Commissioner may move to require the Chair of the Commission to enforce the rules. A majority of the Commission shall require enforcement of the rules if the Chair of the Commission has refused.
- (b) Decorum and order—Employees. Members of administrative staff and city employees shall observe the same rules of procedure and decorum applicable to members of Commissions. The City Manager shall ensure that all city employees observe such decorum. Any staff member, including the City Manager, desiring to address the Commission or members of the public shall first be recognized by the Chair of the Commission. All remarks should be addressed to the Chair of the Commission and not to any one individual Commissioner or member of the public.
- (c) Decorum and order—Public. Members of the public attending Commission meetings shall observe the same rules of order and decorum applicable to the Commission. Each person who addresses the Commission shall not make personal, impertinent, slanderous or profane remarks to any member of the Commission, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of the Commission meeting shall, at the discretion of the Chair of the Commission or a majority of the Commission, be barred from further audience before Commission during that meeting.
- (d) Personal interest. No Commissioner disqualified from participation under state or local law shall remain at the Commission dais during the debate or vote on such matter. The Commissioner shall publicly state the grounds for disqualification on the record and, upon acceptance by the Chair of the Commission, leave the dais during the debate or vote on the issue.
- (e) Limitations on debate. No Commissioner shall be allowed to speak more than once upon any one subject until every Commissioner choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered speaking.
- (f) Dissents and protests. Any Commissioner shall have the right to express dissent from, or protest to, any action of the Commission and request that the reason be entered into the minutes.
- (g) Procedures in absence of rules. In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern.

ORIENTATION PROCESS/ONBOARDING

The staff liaison shall provide onboarding to newly appointed Commissioners. Training is provided in particular to the Planning and Preservation Commissioners, commensurate with those duties related to land use decision making – serving as a quasi-judicial body - per the San Fernando Municipal Code. It is the Commissioner's responsibility to ensure staff has up-to-date contact information and regularly monitors their City issued email to allow for communication for distribution of agendas or other important information. A "Check-off List for New/Outgoing Commissioners", (**Exhibit "D"**) is used to ensure that every aspect of the new Commissioner appointment be covered during the

onboarding process.

COMMISSIONER PARTICIPATION

The primary purpose of each Commission is to provide a forum for the thorough vetting of matters within the commission's subject matter jurisdiction, before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the commission's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

When attending Commission meetings, all voting members have the opportunity and right to participate and be heard. The Chair of the Commission holds the responsibility for the Decorum and Order at the meetings, and shall permit each Commissioner to offer comments and make motions on matters on the meeting agenda pursuant to the Parliamentary Procedure (**Exhibit "E"**).

Additionally, some Commissions are expected to participate outside of the regular meetings. For example, Planning and Preservation Commissioners may attend the annual Planners Institute offered by the League of California Cities. Several Commissions participate in various events throughout the year and other participation in Commission events may be required.

COMPENSATION

Compensation is based on monthly commission meeting attendance. Commissioners receive a monthly stipend of \$100/per Commission meeting attended, maximum one Commission meeting per month. If a regularly scheduled Commission meeting is cancelled due to City Hall closure or other unforeseen circumstance, and the regular meeting is rescheduled to the following month, the Commissioners are still eligible for payment of their monthly stipend for said cancelled regular monthly meeting.

Commissioners have the option of requesting to waive their monthly stipend (**Exhibit "F"**) and choose to have their stipend donated to one of the following pre-approved City programs: Education Commission Scholarship, Senior Club, Mariachi Master Apprentice Program (MMAP), support toward a Recreation Program or Cultural Event, and General City Services.-

MEETINGS, AGENDAS, LAWS AND REGULATIONS

MEETING INFORMATION AND AGENDAS

Advisory groups are generally required to hold regular meetings on regularly specified meeting dates and at regularly scheduled times. Meetings are to be open and public with an agenda published and posted 72 hours before the meeting. (See "The Brown Act" section.)

Adjourned meetings are those called by the chairperson to complete business on an agenda that is not acted upon during the regular meeting. A specified date and time is announced to the public and recorded in the minutes.

A special meeting ~~may be called by the chairperson or a majority of the members. It requires~~ twenty-four (24) hours of advance ~~public~~ notice ~~is required.~~ The ~~public~~ notice of the special meeting must contain the time, place, and the subject matter to be discussed. Only items included in the agenda notice are allowed. ~~Staff liaisons will work with the Commission to determine if there is a need if you need to schedule a special meeting. Inform your staff liaison as soon as possible.~~

If a regular meeting needs to be canceled, the ultimate decision rests with the staff liaison to determine whether the meeting will take place. It is not within the purview of the Chairperson to request the cancellation of the meeting or to make decisions regarding its cancellation.

APPLICABLE LAWS AND REGULATIONS

All City Council Commissions shall comply with the requirements of the Ralph M. Brown Act. Each Commission has an established date, time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing Commission shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting.

The Political Reform Act of 1974 (PRA), codified in the California Government Code Section 87200, aims _____ to _____ prevent self-dealing in governmental decision-making. It mandates the disclosure of personal income and assets by most state and local officials and requires them to abstain from decisions that could affect their economic interests. Members of the City Council, the City Manager, City Attorney, City Treasurer and the Planning and Preservation Commissioners are required to complete an annual Form 700 (Exhibit "G"). pursuant to Government Code Section 87200. In addition, on a biennial basis, the City is required to review and adopt a resolution to designate certain individual positions that make or participate in making government decisions, to be required to file an annual Form 700. Currently, the City does not include the Parks, Wellness and Recreation, Education and Transportation and Public Safety Commissioners as designated filer positions and therefore members of those commissions are not required to file a Statement of Economic Interest Form 700. The City's Adopted Designated Filer Positions to the City's Conflict of Interest Code is included as Attachment "A" to Exhibit "G". and to complete the same upon assuming and departing from public office/Commission are also required under the PRA.

REQUIRED ATTENDANCE / POLICY FOR REMOVAL

A quorum is essential to be able to conduct business. A majority of members of a body forms a quorum. Commissioners are expected to attend all regular meetings. Meetings are scheduled at specified times each month or at regular intervals. Commissioners attendance and participation in the business of the Commission is necessary for the success of the Commission in achieving its annual work plan goals. When a Commissioner is unable to attend a meeting, it is courteous to notify the City staff liaison and Commission Chair of expected absence.

If any Commissioner is absent from three or more meetings in a calendar year, that information will be reported to the City Council and can be grounds for removal. This policy allows for another resident to be appointed to the Commission. Attendance is tracked by City staff and the City Clerk shall report to the City Council on a quarterly basis.

RESIGNATION

If a Commissioner is no longer available to serve, the Commissioner must submit a resignation in writing by sending a written communication to the staff liaison or the City Clerk. Since the term has not expired, the resignation is treated as an Unscheduled Vacancy, and by state law a 20-day Notice of an Unscheduled Vacancy (**Exhibit “HS”**), must be immediately posted by the City Clerk to invite new applicants for the vacant Commission seat. The notice is posted physically in the display case in front of City Hall and on the City’s website. Final appointment to the Commission shall not be made by the City Council for at least 10 working days after the posting of the Unscheduled Vacancy notice by the City Clerk.

CODE OF CONDUCT

City Commissioners are representatives of the City while serving in their role as volunteer Commissioners, both while in attendance at meetings and while present at City functions as, a Commissioner. All Commissioners shall adhere to ethical behavior at all times and that entails compliance with the City of San Fernando’s City Wide Policies and Procedures adopted on April 4, 1997 “Code of Ethics and Conduct” (**Exhibit “IH”**).

City officials including appointed City Commissioners shall be required to participate in state-mandated ethics training (commonly referred to as AB1234). Such training is available online from the FPPC, on YouTube, and from the City Attorney.

Here are the current resource links to fulfill Commissioners ethics training course below; however, from time to time course availability may be subject to change and an alternative would be provided at the time of change:

Fair Political Practices Commission:

<https://www.fppc.ca.gov/content/fppc-v2/fppc-www/learn/public-officials-and-employees-rules-/ethics-training.html>

Institute for Local Government:

<http://www.ca-ilg.org/ethics-education-ab-1234-training>

Upon completion of the training, Commissioners shall file a signed certificate with the City Clerk, which shall remain on file in the Clerk's office for the length of service of the Commissioner.

CALIFORNIA’S RALPH M. BROWN ACT

The Brown Act or Open Meetings law is found in the California Government Code section 54950 et seq. This significant law was enacted in 1953 to guarantee the public’s right to attend and participate in all meetings of local legislative bodies. Those bodies include Boards, Commissions and Committees, whether permanent or temporary, decision-making (such as Planning Commission) or advisory (all others). Most importantly, according to this law, all meetings must be properly noticed for participants and for the public. City staff must ensure this occurs for all Commissions.

Notably, a majority of the members of any Commission may not discuss or deliberate on any business within the subject matter jurisdiction of the Commission except at a noticed meeting, and this includes in person interactions as well as serial or indirect communications.

The agenda for a regular meeting must be posted in a location at the meeting site and freely accessible to members of the public at least 72 hours before the meeting. Any meeting not established as a regular meeting is a “Special” meeting and the special meeting agenda must be posted at least 24 hours prior to the meeting.

Agendas must be posted at the building where the meeting occurs, and in San Fernando, also on the City’s website. Agendas for all meetings held at San Fernando City Hall are posted on the outside board for this purpose at the northwest entry to the building.

Meetings that are not properly noticed are not permitted. That would include “serial” meetings – which would be when one Commissioner contacts another, who then contacts another Commissioner by phone, e-mail or in person. All business of the Commission must be listed on the agenda, posted, and discussed at a public meeting held in an accessible location. Therefore, care must be taken to ensure that if a quorum (half of the members + 1) is gathered at a public or private place, no public business shall be discussed. For this purpose, e-mail communication between Commissioners should be avoided including the use of “Reply All” to any staff notices sent via e-mail to the entire Commission.

PARLIAMENTARY PROCEDURE AT MEETINGS

Meetings shall operate using standard parliamentary procedures (**Exhibit “E”**) following an approved meeting agenda. Most entities follow Robert’s Rules of Order (or, in the alternative Rosenberg’s). Procedures generally include:

1. Establish and post a written agenda.
2. Agenda includes a Call to Order, Roll Call, note start and ending times.
3. Action by Motions made, seconded, discussed and voted upon.
4. Adjourn the meeting to conclude or continue the meeting to a date certain.

One Commissioner can make a motion to approve an action, another member shall second the motion aloud, and then the Commission Chair shall call for a vote. Staff will record the number of votes in favor, the number opposed and any abstaining. The Chair will announce the result of the vote. Voting is most frequently done by voice, aloud, and may also be done by roll call or by a show of hands.

Motions may also be voted upon to open and close a public hearing, to adjourn (end) the meeting, or other necessary actions of the Commission. Training on these technical procedures is available and staff liaisons will schedule for new members.

RESOURCES AVAILABLE FOR COMMISSIONERS

City of San Fernando web page for Commissions: <https://ci.san-fernando.ca.us/commissions-boards/>
League of California Cities: Ralph M. Brown Act: <https://www.calcities.org/resource/open-public-v-a-guide-to-the-ralph-m.-brown-act>

Fair Political Practices Commission (FPPC): <https://www.fppc.ca.gov/about-fppc.html>

Parliamentary Procedure: video to be determined.

Roberts Rules of Order: <https://robertsrules.com/>

CONFLICT OF INTEREST GUIDELINES

State of California Fair Political Practices Commission (“FPPC”) regulates reporting of potential conflicts of interest, according to the Political Reform Act. It mandates the filing of annual forms, known as Form 700/Statement of Economic Interests (**Exhibit “GF”**) in accordance with the City’s adopted Conflict of Interest Code of Designated required filers. The City Council members, designated specified City staff, and the Planning and Preservation Commissioners must file Form 700 with the City Clerk each year. Its purpose is to reveal any potential conflicts of interest, relative to any financial interests held solely within the City of San Fernando. Forms must be filed initially when first appointed (Assuming Office), annually by April 1 each year, and then once more when departing the Commission upon resignation or conclusion of the term (Leaving Office). More information and Form 700 is available online the FPPC website at <https://www.fppc.ca.gov/about-fppc.html>

Please feel free to contact the San Fernando City Clerk with any questions at: City Clerk, 117 Macneil Street, Email: cityclerk@sfcity.org, Telephone: 818-898-1204, Office Hours: Monday - Thursday 7:30 a.m. – 5:30 p.m., Fridays 8:00 a.m. – 5:00 p.m.

EDUCATION COMMISSION**Sec. 2-614. Created; composition; appointment; qualifications.**

- (a) There is established an education commission in and for the city.
- (b) The education commission shall consist of five members.
- (c) Each member shall be appointed in accordance with section 2-34 of this Code.
- (d) Each member shall, at all times during their incumbencies, be a resident and registered voter of the city.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-615. Officers; compensation.

- (a) The members of the education commission shall annually in June elect one of its number as chair and one of its number as vice-chair, each to serve for a one-year term or until a successor is elected. The city clerk shall serve as secretary to the education commission. In the absence of the chair, the vice-chair, and/or the secretary, any other member shall call the meeting to order, whereupon a chair and/or a secretary shall be elected from the members present to preside for that meeting.
- (b) The city council shall fix the amount of compensation, if any, to be paid to the members of the education commission.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-616. Meetings; quorum.

- (a) The members of the education commission shall meet at least once a quarter at such time and place as it may fix by resolution. Special meetings may be called at any time by the chair of the commission or four members thereof by written notice served upon each member of the commission at least 48 hours before the time for the proposed meeting. Proper posting and Brown Act procedures will be followed.
- (b) Three members of the education commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-617. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the education commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to section 2-35 of this Code.

- (b) Absence from three regular meetings of the education commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to section 2-35 of this Code.
- (c) Any member whose absences from regular meetings of the commission are deemed to constitute a retirement of such member under this section shall have the right to appeal the deemed retirement. The city council may overturn the deemed retirement if it determines that the absences of the member were the result of unusual circumstances.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-618. Powers and duties; rules and regulations; reports and records.

- (a) The powers and duties of the education commission shall be as follows:
 - (1) Establish and act as a liaison between the city and local school administrations, the city's school board representative for the Los Angeles Unified School District and representatives from other public and private schools operated in the city.
 - (2) Initiate studies, investigations, surveys and make recommendations to the city council regarding local K-12 education and local higher learning, educational grant and educational scholarship opportunities.
 - (3) Coordinate with the city police chief on the implementation of the School Resource Officer Program in local Los Angeles Unified School District schools and the deployment of a school resource officer at those schools.
- (b) Subject to the approval of the city council, the education commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.
- (c) The education commission shall keep an accurate record of all its proceedings and activities and shall render annually, on a calendar basis, a full report of the commission's activities and recommendations to city council.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-619. Incurring financial liability.

Neither the education commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-620. Reserved.

PARKS, WELLNESS AND RECREATION COMMISSION

Sec. 54-56. Created.

There is created and established a recreation and community services commission in and for the city, which shall be known as the "San Fernando Parks, Wellness and Recreation Commission." For purposes of this article, the capitalized word "commission" shall hereinafter refer to said San Fernando Parks, Wellness and Recreation Commission or the recreation and community services commission.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-57. Composition and appointment of members; cultural arts liaisons.

- (a) The commission shall consist of five members, with full participation and voting rights. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council in accordance with the provisions of Government Code § 54974. Such members of the parks, wellness and recreation commission shall be registered voters and city residents.
- (b) The commission may also appoint a maximum of two persons to serve as cultural arts liaisons. The cultural liaisons: (i) shall serve in advisory capacity to the commission only; (ii) shall serve at the pleasure of the commission and the city council and may be removed and replaced at any time with cause or without cause by majority of either the commission's or the city council's full membership; (iii) shall not be considered members of the commission and shall have no right to vote on commission business; (iv) shall attend such meetings of the commission as may requested by the commission; and (v) may include nonresidents of the city. The commission reserves the right to develop such additional criteria for the appointment of cultural liaisons provided that such additional criteria is not in conflict with federal or state law, this Code or such other policies of the city as may be established and from time-to-time amended by the city council.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-58. Officers.

The commission's members shall select from among themselves commissioners who will serve in the capacity of chair and vice chair for the commission. In the absence of the chair and vice, any other member shall call the commission to order, whereupon a chair shall be selected from the members present to preside for that meeting. Cultural arts liaisons may not serve as chair, vice chair or any other commission officer.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-59. Compensation of members.

The council shall fix the amount of compensation, if any, to be paid to commission members. Commissioners may not be compensated for any meetings or gatherings of the commission other than regular meetings of the commission.

Cultural arts liaisons shall not receive any compensation for their service as cultural liaisons.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-60. Meetings generally.

By resolution of the commission, the commission may establish a regular meeting schedule, provided that the commission shall schedule no more than one regular meeting each month. No meeting may be convened if city support staff is unavailable to participate in such meeting. Any adjourned meeting or special meeting requested by the commission shall be subject to the approval of the city manager based on the availability of city support staff to participate in such additional meetings. All meetings shall be subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.).

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-61. Quorum.

Three members of the commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained. Cultural arts liaisons shall not be counted to constitute a quorum.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-62. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the commission by a member without the prior consent of the commission shall constitute an abandonment of the office and the absent commissioner's seat on the commission shall be deemed vacated. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office. The city council shall comply with the provisions of Government Code § 54974 before filing any vacancy.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-63. Powers and duties generally.

The powers and duties of the commission shall be:

- (1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.
- (2) Subject to the prior approval of the city council, adopting by resolution, rules and regulations not inconsistent with this Code and city ordinances, for the maintenance, improvement, use

and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city. A complete file of such rules and regulations shall be maintained in both the city clerk's office and that of the director of recreation and community services, with resolutions in the customary form and numbered numerically.

- (3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the city council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.
- (4) Initiating studies, investigations and surveys and making recommendations to the city council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.
- (5) Upon request of the city council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the city council.
- (6) Planning and implementing cultural special events and planning and commissioning art in public places (e.g., murals, sculptures, city monuments, etc.).
- (7) Developing a list of activities that would be presented for council approval. Such activities will address a diverse and broad approach to culture, not any one culture. The activities would introduce the community to all cultures in this city and beyond.
- (8) Identifying and, subject to city council approval, securing outside funds to implement its activities, thereby saving city resources.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-64. Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the city council to be historic resources. The commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the city council:

- (1) The Lopez Adobe site at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.
- (2) Such other historic resources as the council shall from time to time select and add to this section by amendment.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-65. Rules and regulations.

Subject to the approval of the city council, the commission may make and alter such rules and regulations for its organization and procedures as are consistent with this article and other sections of this Code and city ordinances and with state laws.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-66. Reports and records.

The commission shall keep an accurate record of all its proceedings and transactions and shall render annually, on a calendar basis, a full report of the commission's transactions and recommendations to the council.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-67. Incurring financial liability.

Neither the commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Secs. 54-68—54-95. Reserved.**PLANNING AND PRESERVATION COMMISSION****Sec. 62-26. Established.**

A planning commission for the city is established pursuant to Government Code § 65101 and shall be known as the planning and preservation commission. All references in this Code to the "planning commission" or "city planning commission" shall be to the planning and preservation commission. All references in ch. 106, art. VI, div. 14, of this Code to the "commission" shall be to the planning and preservation commission.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-27. Composition and appointment of members.

The planning and preservation commission shall be composed of five members, each with full participation and voting rights. Such members shall be registered voters and city residents. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-28. Compensation.

The council shall fix the amount of compensation, if any, to be paid to the members of the planning and preservation commission.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-29. Officers.

The members shall organize the planning and preservation commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting. The community development director shall serve as secretary.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-30. Meetings generally.

- (a) The members of the planning and preservation commission shall meet once each month, at such time and place as may be fixed by resolution, and may hold such other meetings as from time to time may be called in the form and manner required by law.
- (b) The planning and preservation commission shall discuss at least once a quarter matters pertaining to trees and the city's urban forest during regularly scheduled commission meetings.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-31. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the planning and preservation commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-32. Quorum.

Three members of the planning and preservation commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum and until a quorum can be obtained.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-33. Rules and regulations.

The planning and preservation commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-34. Records and reports.

The planning and preservation commission shall keep an accurate record of all its proceedings and transactions. The commission shall also, upon demand of the council, make other investigations and reports upon subjects within its jurisdiction.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-35. Powers and duties generally.

The planning and preservation commission shall have the powers and shall perform the duties prescribed by the city council and by state law for planning commissions established pursuant to Government Code § 65101.

In addition, for purposes of ch. 106, art. VI, div. 14, of this Code, the duties of the planning and preservation commission shall include the following:

- (1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof.
- (2) Upon request of the city council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the city council.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-36. Powers and duties, trees and city's urban forest.

In addition to the duties discussed in section 62-35, the planning and preservation commission shall have duties related to trees and the city's urban forest, including the following:

- (1) To act in an advisory capacity to the city council on matters pertaining to the improvement and beautification of the city's urban forest, and to provide an official entity through which the city may organize and implement plans.
- (2) To establish procedures and rules of operation, as it deems necessary to give effect to the intent and purpose of this article, subject to the approval of the city council, and to perform such other duties as may be prescribed by the city council.
- (3) To oversee the preparation of, the reviewing of, and the recommendation of a city-owned tree inventory, master plan, and work plan/budget to the city council for implementation.
- (4) To be instrumental in evaluating needs, setting goals, and establishing policies for the community forestry program.

- (5) To recommend legislation to the city council regarding the urban forest.
- (6) To provide information regarding the selection, planning and maintenance of trees on public property.

(Ord. No. 1702 , § 3, 8-16-2021)

Secs. 62-37—62-60. Reserved.

TRANSPORTATION AND PUBLIC SAFETY COMMISSION

Sec. 90-71. Established; composition; appointment and compensation of members; officers.

- (a) There is established a transportation and public safety commission of five members to be appointed by a different appointing councilperson, with such appointment to be ratified by the city council. Each member shall have full participation and voting rights. Each member shall also be a registered voter and city resident. Such members so appointed shall be persons who do not hold any office or position with the city. The terms of office of each member shall be one year.
- (b) The members shall organize the transportation and public safety commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting.

(Code 1957, § 13.25; Ord. No. 1586, § 6, 3-16-2009; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-72. Duties generally.

It shall be the duty of the transportation and public safety commission to:

- (1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;
- (2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;
- (3) Receive complaints having to do with traffic matters; and
- (4) Recommend to the city council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.
- (5) The transportation and public safety commission shall act solely as an advisory board to the city council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the city council, and shall study and make recommendations as to such matters directly to the city council in an advisory capacity. Unless expressly authorized by the city council, the commission shall not represent itself to be acting for or on behalf of the city council, nor shall it commit the officers, employees, or staff of the city in any manner or to any course of action. To the contrary, the commission shall act as a study center

and clearinghouse for advisory action to the city council. The commission shall have no authority or jurisdiction to make, recommend, or approve any action with regard to public safety personnel actions or investigations.

(Code 1957, § 13.26; Ord. No. 1709 , §§ 2, 4, 4-18-2022)

Sec. 90-73. Meetings generally.

The members of the transportation and public safety commission shall meet at such time and place as may be fixed by resolution and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Code 1957, § 13.26.1; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-74. Absences from meetings.

- (a) Absence from three consecutive regular meetings of the transportation and public safety commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Code 1957, § 13.26.2; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-75. Compensation.

Each of the members of the transportation and public safety commission shall receive compensation as the city council shall, from time to time, determine and fix by resolution.

(Code 1957, § 13.26.3; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-76. Removal of members.

Members of the transportation and public safety commission shall be removed from office as provided in sections 2-35 and 90-74 of this Code.

(Code 1957, § 13.26.4; Ord. No. 1709 , § 2, 4-18-2022)

Secs. 90-77—90-100. Reserved.

SAN FERNANDO

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER	POSITION	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		
ARE YOU RELATED TO THE NOMINATING COUNCILMEMBER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, HOW ARE YOU RELATED? _____		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		

MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- I am over the age of 18 years old and am a resident of the City of San Fernando, California.
- As a City Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code, if applicable.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE	DATE
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COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

- ☐ EDUCATION COMMISSION
- ☐ PARKS, WELLNESS, AND RECREATION COMMISSION
- ☐ PLANNING AND PRESERVATION COMMISSION
- ☐ TRANSPORTATION AND PUBLIC SAFETY COMMISSION
- ☐ OTHER BOARD, COMMISSION OR COMMITTEE _____

Please provide your background and related experience information below:



DIVISION 1. GENERALLY

Sec. 2-401. Appointment of city commissioners.

- (a) The city council shall have the authority to appoint individuals to city commissions.
- (b) Appointed members of boards and commissions serve at the pleasure of the city council, pursuant to Government Code Section 36506.
- (c) For purposes of this Division 1, "commissions" shall include, but not be limited to, city commissions, boards, committees, and other bodies comprised of members appointed by the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-402. Method of appointment to commissions.

Unless otherwise specified in this code, each city councilmember will be assigned a position that will correlate to a position on each commission. That councilmember will have the authority to nominate an individual to serve in the assigned position on the commission. Each such nomination shall require ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-403. Removal of commission members; vacancies.

- (a) All commissioners serve at the pleasure of the city council and any commissioner may be removed, with or without cause, either by a majority of the entire membership of the city council or by the councilmember who individually appointed such commissioner.
- (b) If vacancies in any commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The city council member who nominated the vacating commission member shall nominate a replacement commissioner, subject to ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-404. Term of commissioners.

The term of office for each commission member shall be one year; however, each member shall continue in the position beyond one year until replaced by the assigned city councilmember or until the member resigns.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-405. Rules of decorum for commissions.

- (a) *Decorum and order—Commissioners.*

- (1) Commissioners shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
 - (2) Every commissioner desiring to speak shall address the chair of the commission and, upon recognition by such chair, shall confine discussion to the question under debate.
 - (3) Every commissioner desiring to question administrative staff should address questions to the city manager who may answer the inquiry directly or designate the appropriate staff member to timely respond to such inquiry.
 - (4) A commissioner, once recognized, shall not be interrupted while speaking, unless called to order by the chair of the commission, or a point of order is raised by another commissioner, or the speaker chooses to yield to questions from another commissioner.
 - (5) Any commissioner may move to require the chair of the commission to enforce the rules. A majority of the commission shall require enforcement of the rules if the chair of the commission has refused.
- (b) *Decorum and order—Employees.* Members of administrative staff and city employees shall observe the same rules of procedure and decorum applicable to members of commissions. The city manager shall ensure that all city employees observe such decorum. Any staff member, including the city manager, desiring to address the commission or members of the public shall first be recognized by the chair of the commission. All remarks should be addressed to the chair of the commission and not to any one individual commissioner or member of the public.
- (c) *Decorum and order—Public.* Members of the public attending commission meetings shall observe the same rules of order and decorum applicable to the commission. Each person who addresses the commission shall not make personal, impertinent, slanderous or profane remarks to any member of the commission, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of the commission meeting shall, at the discretion of the chair of the commission or a majority of the commission, be barred from further audience before commission during that meeting.
- (d) *Personal interest.* No commissioner disqualified from participation under state or local law shall remain at the commission dais during the debate or vote on such matter. The commissioner shall publicly state the grounds for disqualification on the record and, upon acceptance by the chair of the commission, leave the dais during the debate or vote on the issue.
- (e) *Limitations on debate.* No commissioner shall be allowed to speak more than once upon any one subject until every commissioner choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered speaking.
- (f) *Dissents and protests.* Any commissioner shall have the right to express dissent from, or protest to, any action of the commission and request that the reason be entered into the minutes.
- (g) *Procedures in absence of rules.* In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern.

(Ord. No. 1648, § 3, 12-7-2015)

Secs. 2-406—2-425. Reserved.

Respective Department	Follow-Up	
City Clerk	Notify affected department regarding new proposed Commissioner (i.e., application submitted by Councilmember for upcoming agenda).	
Department	Notify outgoing Commissioner regarding upcoming City Council agenda item (most likely, they are aware that they may be replaced due to a new Councilmember on board).	
Department	New:	<p>After City Council approval:</p> <ul style="list-style-type: none"> Request IT to set up an email account for the Commissioner (i.e., Commissioner will be provided with login instructions and a temporary password). Follow up with Commissioner to make sure email is working. Request IT to update the email distribution list for the particular Commission group (i.e., add new Commissioner and remove outgoing). Reach out to new Commissioner to set up meeting to discuss onboarding, Commission meeting objectives, Commissioner Roles and responsibilities, explain the purpose of the Commission acting as an advisory body to the City Council.
	Outgoing:	<ul style="list-style-type: none"> Follow up with the Councilmember and inquire how they would like to recognize their outgoing Commissioner. <ul style="list-style-type: none"> If the request is for recognition to take place at a City Council meeting, agendaize under Presentations. If not, send the Commissioner a separation letter along with a Certificate of Appreciation (request from Administration). Samples are in the E Drive. Request that Saalex deactivate outgoing Commissioner's email.
Department	<p>Follow up with Finance - new Commissioner to complete W-9 Form (Commissioners are not considered employees therefore, payroll forms are not necessary)</p> <p>Request a vendor number to pay Commissioners monthly meeting stipend of \$100/per meeting only paid once a month.</p>	
Department	Order Commissioner's business cards.	
Personnel	Provide the new Commissioner with information regarding Senate Bill (SB) 1343 required training, i.e., "Prevention of Sexual Harassment and Abusive Conduct in the Workplace".	
City Clerk	Provide the Commissioner information regarding AB1234 Ethics Training.	
City Clerk	Provide to only <u>Planning and Preservation Commissioners</u> information regarding FPPC Form 700 Statement of Economic Interests Conflict of Interest requirements (Assuming/Leaving Office).	
City Clerk	Update List of Commissions/Committees	
Department	After new Commissioner is given the oath at their first meeting, provide the City Clerk Department with the copy.	

PARLIAMENTARY MEETING PROCESS & GUIDELINES

CALL TO ORDER

- ☐ **Chair** calls meeting to order; announces body, date and time for the record
- ☐ **Chair** asks **Clerk** to call roll
 - ☐ **Clerk** calls roll; **Chair announces** result for the record*
- ☐ **Chair** leads Pledge of Allegiance (or asks someone else to)
- ☐ **Chair** announces each order of business as it arises and announces each item...

PRESENTATIONS:

- ☐ **Chair** announces the item; asks **Staff** for introduction
 - ☐ **Staff** introduces the item and presenter
- ☐ Presentation is made; generally no more than 5 minutes
- ☐ **Chair** asks **Members** if they have questions for the presenter; recognizes each Member
- ☐ **Chair** thanks the presenter. No action may be taken.

Repeat for each item

PUBLIC COMMENT PERIOD:

Members of public submit speaker slips to staff no later than the closure of public comment period;

Staff passes speaker slips to Chair

- ☐ **Chair** announces **open public comment period**
- ☐ **Clerk** calls each speaker to podium;
- ☐ **Clerk** operates timer, 3 minutes per speaker**
- ☐ When there are no more speakers, **Chair** announces **closure of public comment period**

CONSENT CALENDAR:

- ☐ **Chair** announces the item; asks if any **Members** wish to **pull an item** for discussion
 - ☐ *Any item pulled is heard like a Business Item following approval of remaining Consent items.*
- ☐ A **motion is made** to adopt consent items as presented or the remaining items if any are pulled
 - ☐ The **motion is seconded**
- ☐ **Chair** asks the **Clerk** to call roll for the vote
 - ☐ **Clerk calls roll; Chair announces** results for record*
- ☐ *Any pulled items are heard in the same way as Business Items below.*

PUBLIC HEARINGS:

Same as Business Items below, except "Public Comment Period" is referred to as "**Public Hearing**."

- ☐ For **Appeal Hearings**, in between Staff's report and Member deliberation, the following occurs, moderated by the **Chair**:
 - ☐ **Chair**: Announces that the Public Hearing is now open and requests staff's presentation
 - ☐ **Project Applicant** is given extended speaking time (Chair's discretion; typically 10 minutes)
 - ☐ Appellant is given extended speaking time (equal to Applicant)

- ☐ **Chair:** Announces **opening of public comments/testimony** for 3 minutes each
- ☐ **Clerk** calls each speaker to podium;
- ☐ **Clerk** operates timer, 3 minutes per speaker**
- ☐ When there are no more speakers, **Chair** announces **closure of public comment period**
- ☐ Applicant is given rebuttal period (Chair's discretion; typically 5 minutes)
- ☐ Appellant is given rebuttal period (equal to Applicant)
- ☐ **Chair** recognizes each **Member** for their chance to **speak and state positions**
- ☐ **Chair** facilitates **Member deliberation**
- ☐ When discussion is complete, the **Chair** will ask for a **motion**
 - ☐ The mover may call on the Chair or other members to help clarify a motion
 - ☐ The **motion is seconded**
- ☐ **Chair** asks the **Clerk** to call roll for the vote
 - ☐ **Clerk calls roll; Chair announces** results for record*

ADMINISTRATIVE REPORT ITEMS:

- ☐ **Chair** announces the item; asks **Staff** for report
- ☐ **Staff presents report** materials or gives oral report;
 - ☐ **Staff** clearly identifies the **recommendation or requested action**
- ☐ **Chair** asks **Members** if they have technical questions for **Staff**;
- ☐ **Chair** facilitates **Member deliberation**
- ☐ **Chair** recognizes each **Member** for their chance to **speak and state positions**
- ☐ When discussion is long or complex, the **Chair** keeps deliberation focused on staff's request
- ☐ When discussion is complete, a **motion is made**
 - ☐ The mover may call on the Chair or other members to help clarify a motion
 - ☐ The **motion is seconded**
- ☐ **Chair** asks the **Clerk** to call roll for the vote
 - ☐ **Clerk calls roll; Chair announces** results for record*

Repeat for each item

STAFF COMMUNICATION/UPDATES

- ☐ **Chair** announces the item
- ☐ **Staff** makes comments
- ☐ **Chair** asks **Members** if they have technical questions for **Staff**;
- ☐ **Chair** recognizes each **Member** who wishes to ask questions
- ☐ **Chair** thanks the staff member. No action may be taken.

MEMBER COMMENTS/LIAISON UPDATES

- ☐ **Chair** announces the item
- ☐ **Chair** asks **Members** if they have comments or technical questions for **Staff**;
- ☐ **Chair** recognizes each **Member** who wishes to ask questions
- ☐ **Members** may request a matter be scheduled for action on a future agenda
- ☐ **Chair** will assess whether there is consensus for the future item
- ☐ No other action may be taken.

ADJOURNMENT

- ☐ **Chair** notes that there is no further business
- ☐ **Chair** announces **adjournment**; announces time for the record

***Roll Call Notes**

Attendance/Roll Call, can be called in the order of choice: *Members in alpha order by last name, or by seniority, etc., then Vice-Chair, then Chair last.*

Chair announces results for the record in the form of "*Motion to (Approve/Deny/etc.) (Passes/Fails) (# Yes votes) to (# No votes), (Names) voting Yes and (Names) voting No.*"

****Etiquette Notes**

The Chair is the facilitator of discussion and meeting process; members wishing to speak turn on their microphone light and wait to be recognized by the Chair; the Chair ensures that each member has a chance to be heard. The Chair will call on Staff for additional input when needed.

The Chair will interrupt public speakers who have gone over their time limit, corral other members who get off-topic, and maintain audience order. The Chair generally speaks last, asks questions last, and votes last. The Chair rarely moves or seconds.

Generally, the Chair and Vice-Chair are addressed by members and staff as "Madam/Mister Chair/Vice-Chair" or "Chair/Vice-Chair X." Other members are "Commissioner X," or "Council/Committee/Board Member X."

Staff are typically addressed as "Mr./Ms. X." The City Clerk is sometimes addressed as "Madam/Mister Clerk."

COMMISSIONER REQUEST TO WAIVE STIPEND

INSTRUCTIONS FOR SUBMISSION

1. Commissioner to complete Request to Waive Stipend form.
2. Submit completed original to Department that oversees administrative services of the Commission.
3. After proper authorization has been received, Department to submit completed original to the Finance Department so the appropriate budget transfer may be processed.

COMMISSIONER INFORMATION

COMMISSION

☐ DISASTER COUNCIL

☐ PARKS, WELLNESS & RECREATION

☐ TRANSPORTATION & SAFETY

☐ EDUCATION

☐ PLANNING & PRESERVATION

☐ OTHER: _____

COMMISSIONER NAME

EMPLOYEE NO.

ADDRESS

CITY

STATE & ZIP CODE

PHONE NO.

EMAIL ADDRESS

STIPEND DONATION INFORMATION

AMOUNT REQUESTING TO DONATE

☐ FULL STIPEND

☐ PARTIAL STIPEND

\$

PLEASE SUMMARIZE YOUR REQUEST

CITY PROGRAM TO BENEFIT FROM DONATED STIPEND

☐ EDUCATION COMMISSION SCHOLARSHIP PROGRAM

☐ SUPPORT CULTURAL EVENTS

☐ SENIOR CLUB

☐ GENERAL CITY SERVICES

☐ MARIACHI MASTER APPRENTICE PROGRAM (MMAP)

(Stipend will be kept in City's General Fund)

☐ SUPPORT RECREATION PROGRAMS

☐ OTHER: _____

AUTHORIZATION As a City of San Fernando Commissioner, I understand I am eligible to receive a stipend for attending meetings. I hereby forego receiving said stipend and authorize the City to provide the above indicated amount to the above indicated program.

PRINT NAME

SIGNATURE

DATE

OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

DATE RECEIVED

RECEIVED BY

DEPARTMENT AUTHORIZATION SIGNATURE

DATE

AMOUNT

\$

☐ APPROVED

☐ DENIED

☐ DISTRIBUTED

☐ POSTED

2022-2023 Statement of Economic Interests



Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission

1102 Q Street, Suite 3000 • Sacramento, CA 95811

Email Advice: advice@fppc.ca.gov

Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772

Telephone: (916) 322-5660 • Website: www.fppc.ca.gov

December 2022

Quick Start Guide

Detailed instructions begin on page 3.

WHEN IS THE ANNUAL STATEMENT DUE?

- March 1 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 1 – Most other filers

WHERE DO I FILE?

Most people file the Form 700 with their agency. If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

Schedule	Common Reportable Interests	Common Non-Reportable Interests
A-1: Investments	Stocks, including those held in an IRA or 401K. Each stock must be listed.	Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds.
A-2: Business Entities/Trusts	Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers).	Savings and checking accounts, cryptocurrency, and annuities.
B: Real Property	Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction.	A residence used exclusively as a personal residence (such as a home or vacation property).
C: Income	Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary.	Governmental salary (from school district, for example).
D: Gifts	Gifts from businesses, vendors, or other contractors (meals, tickets, etc.).	Gifts from family members.
E: Travel Payments	Travel payments from third parties (not your employer).	Travel paid by your government agency.

Note: Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

QUESTIONS?

- advice@fppc.ca.gov
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to form700@fppc.ca.gov.

What's New

Gift Limit Increase

The gift limit increased to **\$520** for calendar years **2021** and **2022**.

Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers"). **Obtain your disclosure categories, which describe the interests you must report, from your agency;** they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

Exception:

- Candidates for a county central committee are not required to file the Form 700
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at www.fppc.ca.gov.

Where to file:

87200 Filers

State offices	⇒	Your agency
Judicial offices	⇒	The clerk of your court
Retired Judges	⇒	Directly with FPPC
County offices	⇒	Your county filing official
City offices	⇒	Your city clerk
Multi-County offices	⇒	Your agency

Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest

Code: File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

Members of Newly Created Boards and Commissions: File with your agency or with your agency's code reviewing body pursuant to Regulation 18754.

Employees in Newly Created Positions of Existing Agencies: File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

Candidates file as follow:

State offices, Judicial offices and multi-county offices	⇒	County elections official with whom you file your declaration of candidacy
County offices	⇒	County elections official
City offices	⇒	City Clerk
Public Employee's Retirement System (CalPERS)	⇒	CalPERS
State Teacher's Retirement Board (CalSTRS)	⇒	CalSTRS

How to file:

The Form 700 is available at www.fppc.ca.gov. Form 700 schedules are also available in Excel format. Each Statement must have a handwritten "wet" signature or "secure electronic signature," meaning either (1) a signature submitted using an approved electronic filing system or (2) if permitted by the filing officer, a digital signature submitted via the filer's agency email address. (See Regulations 18104 and 18757.) Companies such as Adobe and DocuSign offer digital signature services. All statements are signed under the penalty of perjury and must be verified by the filer. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When to file:

Annual Statements

⇒ March 1, 2023

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

⇒ April 3, 2023

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their filing official or filing officer.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

Exception:

If you assumed office between October 1, 2022, and December 31, 2022, and filed an assuming office statement, you are not required to file an annual statement until March 1, 2024, or April 1, 2024, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2023. (See Reference Pamphlet, page 6, for additional exceptions.)

Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

Late Statements

There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 19 for information on penalties and fines.)

Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. The amended schedule(s) is attached to your original filed statement. Obtain amendment schedules at www.fppc.ca.gov.

Types of Statements

Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions Maria holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

Annual Statement:

Generally, the period covered is January 1, 2022, through December 31, 2022. If the period covered by the statement is different than January 1, 2022, through December 31, 2022, (for example, you assumed office between October 1, 2021, and December 31, 2021 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2022.

- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

Leaving Office Statement:

Generally, the period covered is January 1, 2022, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2022, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2021, and December 31, 2021, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2022.

Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at www.fppc.ca.gov.

Note: Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.

Expanded Statement:

If you hold multiple positions subject to reporting requirements, you may be able to file an expanded statement for each position, rather than a separate and distinct statement for each position. The expanded statement must cover all reportable interests for all jurisdictions and list all positions on the Form 700 or on an attachment for which it is filed. The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1.

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

2. Jurisdiction of Office (Check at least one box)

State Judge, Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)
Multi-County County of
City of Other

3. Type of Statement (Check at least one box)

Annual: The period covered is January 1, 2022, through December 31, 2022.
-or- The period covered is / / , through December 31, 2022.
Assuming Office: Date assumed / /
Leaving Office: Date Left / / (Check one circle.)
The period covered is January 1, 2022, through the date of leaving office.
-or- The period covered is / / , through the date of leaving office.
Candidate: Date of Election and office sought, if different than Part 1:

4. Schedule Summary (required)

► Total number of pages including this cover page:

Schedules attached

Schedule A-1 - Investments – schedule attached
Schedule A-2 - Investments – schedule attached
Schedule B - Real Property – schedule attached
Schedule C - Income, Loans, & Business Positions – schedule attached
Schedule D - Income – Gifts – schedule attached
Schedule E - Income – Gifts – Travel Payments – schedule attached

-or- None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS
()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed Signature
(month, day, year) (File the originally signed paper statement with your filing official.)

Instructions Cover Page

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm's name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court).
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst).
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission) you may be required to file separate and distinct statements with each agency. To simplify your filing obligations, in some cases you may instead complete a single expanded statement and file it with each agency.
 - The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1. To file an expanded statement for multiple positions, enter the name of each agency with which you are required to file and your position title with each agency in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement disclosing all reportable interests for all jurisdictions. Then file the expanded statement with each agency as directed by Regulation 18723.1(c).

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand their annual filing to include both positions.

Example:

Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers the Counties of Placer and Yuba. The City is located within Placer County. Brian may complete one expanded statement to disclose all reportable interests for both offices and list both positions on the Cover Page. Brian will file the expanded statement with each the City and the District as directed by Regulation 18723.1(c).

Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 13, to determine their jurisdiction.
- If your agency is a multi-county office, list each county in which your agency has jurisdiction.

- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the "other" box and enter the county or city in which the agency has jurisdiction.

Example:

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.

1. Office, Agency, or Court	
Agency Name (Do not use acronyms) Feather River Irrigation District	
Division, Board, Department, District, if applicable N/A	Your Position Board Member
If filing for multiple positions, list below or on an attachment. (Do not use acronyms)	
Agency: N/A	Position:
2. Jurisdiction of Office (Check at least one box)	
<input type="checkbox"/> State	<input type="checkbox"/> Judge or Court Commissioner (Statewide Jurisdiction)
<input checked="" type="checkbox"/> Multi-County Yuba & Sutter Counties	<input type="checkbox"/> County of
<input type="checkbox"/> City of	<input type="checkbox"/> Other

Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2022 annual statement, **do not** change the pre-printed dates to reflect 2023. Your annual statement is used for reporting the **previous year's** economic interests. Economic interests for your annual filing covering January 1, 2023, through December 31, 2023, will be disclosed on your statement filed in 2024. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements for the same position may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the "No reportable interests" box. Please **do not** attach any blank schedules.

Part 5. Verification

Complete the verification by signing the statement and entering the date signed. Each statement must have an original "wet" signature unless filed with a secure electronic signature. (See page 3 above.) All statements must be signed under penalty of perjury and be verified by the filer pursuant to Government Code Section 81004. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When you sign your statement, you are stating, under penalty of perjury, that it is true and correct. Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.

SCHEDULE A-1**Investments****Stocks, Bonds, and Other Interests**

(Ownership Interest is Less Than 10%)

*Investments must be itemized.**Do not attach brokerage or financial statements.*

Name

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock	Other	_____
		(Describe)

Partnership	Income Received of \$0 - \$499
	Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22	____/____/22
ACQUIRED	DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock	Other	_____
		(Describe)

Partnership	Income Received of \$0 - \$499
	Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22	____/____/22
ACQUIRED	DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock	Other	_____
		(Describe)

Partnership	Income Received of \$0 - \$499
	Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22	____/____/22
ACQUIRED	DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock	Other	_____
		(Describe)

Partnership	Income Received of \$0 - \$499
	Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22	____/____/22
ACQUIRED	DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock	Other	_____
		(Describe)

Partnership	Income Received of \$0 - \$499
	Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22	____/____/22
ACQUIRED	DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock	Other	_____
		(Describe)

Partnership	Income Received of \$0 - \$499
	Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22	____/____/22
ACQUIRED	DISPOSED

Comments: _____

Instructions – Schedules A-1 and A-2 Investments

“Investment” means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency’s jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 13.)

Reportable investments include:

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 13.)
- Sole proprietorships
- Your own business or your spouse’s or registered domestic partner’s business (See Reference Pamphlet, page 8, for the definition of “business entity.”)
- Your spouse’s or registered domestic partner’s investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 15.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 16, for more information on disclosing trusts.)
- Business trusts

You are not required to disclose:

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 13.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Cryptocurrency
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)

Reminders

- Do you know your agency’s jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 15.)
- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 16.)

Use Schedule A-1 to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

Use Schedule A-2 to report ownership of 10% or greater (e.g., a sole proprietorship).

To Complete Schedule A-1:

Do not attach brokerage or financial statements.

- Disclose the name of the business entity. Do not use acronyms for the name of the business entity.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 20 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. Frank’s conflict of interest code requires full disclosure of investments. Frank must disclose stock holdings of \$2,000 or more in any company that is located in or does business in California, as well as those stocks held by Frank’s spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. Alice has a 4% interest, worth \$5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of \$500 or more received from the partnership on Schedule C.

SCHEDULE A-2

Investments, Income, and Assets of Business Entities/Trusts

(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

► 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one

Trust, go to 2

Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$0 - \$1,999

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/22

ACQUIRED

_____/_____/22

DISPOSED

NATURE OF INVESTMENT

Partnership

Sole Proprietorship

Other _____

YOUR BUSINESS POSITION _____

► 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one

Trust, go to 2

Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$0 - \$1,999

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/22

ACQUIRED

_____/_____/22

DISPOSED

NATURE OF INVESTMENT

Partnership

Sole Proprietorship

Other _____

YOUR BUSINESS POSITION _____

► 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

► 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

► 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None

or

Names listed below

► 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None

or

Names listed below

► 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:

INVESTMENT

REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/22

ACQUIRED

_____/_____/22

DISPOSED

NATURE OF INTEREST

Property Ownership/Deed of Trust

Stock

Partnership

Leasehold

Yrs. remaining _____

Other

Check box if additional schedules reporting investments or real property are attached

► 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:

INVESTMENT

REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/22

ACQUIRED

_____/_____/22

DISPOSED

NATURE OF INTEREST

Property Ownership/Deed of Trust

Stock

Partnership

Leasehold

Yrs. remaining _____

Other

Check box if additional schedules reporting investments or real property are attached

Comments: _____

Instructions – Schedule A-2

Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling \$2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was \$2,000 or more during the reporting period.

To Complete Schedule A-2:

Part 1. Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

Part 2. Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

Part 3. Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was \$10,000 or more during the reporting period. (See Reference Pamphlet, page 11, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.
- Disclose each individual or entity that was a source of commission income of \$10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 8.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of \$10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable \$10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 14, for information on procedures to request an exemption from disclosing privileged information.)

Part 4. Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was \$2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

SCHEDULE B

Interests in Real Property

(Including Rental Income)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY _____

FAIR MARKET VALUE	IF APPLICABLE, LIST DATE:	
\$2,000 - \$10,000	____/____/22	____/____/22
\$10,001 - \$100,000	ACQUIRED	DISPOSED
\$100,001 - \$1,000,000		
Over \$1,000,000		

NATURE OF INTEREST

Ownership/Deed of Trust Easement

Leasehold _____
Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499	\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000	

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY _____

FAIR MARKET VALUE	IF APPLICABLE, LIST DATE:	
\$2,000 - \$10,000	____/____/22	____/____/22
\$10,001 - \$100,000	ACQUIRED	DISPOSED
\$100,001 - \$1,000,000		
Over \$1,000,000		

NATURE OF INTEREST

Ownership/Deed of Trust Easement

Leasehold _____
Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499	\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000	

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS (Business Address Acceptable)

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE TERM (Months/Years)

_____% None

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000

Guarantor, if applicable

NAME OF LENDER*

ADDRESS (Business Address Acceptable)

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE TERM (Months/Years)

_____% None

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000

Guarantor, if applicable

Comments: _____

Instructions – Schedule B Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 13.)

Interests in real property include:

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 14.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 15.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

You are not required to report:

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 16.)
 - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

To Complete Schedule B:

- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold,

Reminders

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

disclose the number of years remaining on the lease.

- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was \$10,000 or more during the reporting period. If you received a total of \$10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total \$500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

When reporting a loan:

- Provide the name and address of the lender.
- Describe the lender's business activity.
- Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
- Check the box indicating the highest balance of the loan during the reporting period.
- Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

Example:

Allison Gande is a city planning commissioner. During the reporting period, Allison received rental income of \$12,000, from a single tenant who rented property owned in the city's jurisdiction. If Allison received \$6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her \$10,000 or more. A married couple is considered a single tenant.

ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 4600 24th Street	
CITY Sacramento	
FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000	IF APPLICABLE, LIST DATE: ____/____/XX ACQUIRED DISPOSED
NATURE OF INTEREST <input type="checkbox"/> Ownership/Deed of Trust <input type="checkbox"/> Easement <input type="checkbox"/> Leasehold Yrs. remaining: _____ Other: _____	
IF RENTAL PROPERTY, GROSS INCOME RECEIVED <input type="checkbox"/> \$0 - \$499 <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more. <input type="checkbox"/> None Henry Wells	
NAME OF LENDER* Sophia Petrolo	
ADDRESS (Business Address Acceptable) 2121 Blue Sky Parkway, Sacramento	
BUSINESS ACTIVITY, IF ANY, OF LENDER Restaurant Owner	
INTEREST RATE 8 % <input type="checkbox"/> None	TERM (Months/Years) 15 Years
HIGHEST BALANCE DURING REPORTING PERIOD <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	
<input type="checkbox"/> Guarantor, if applicable	
Comments:	

SCHEDULE C

Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION
Name _____

▶ 1. INCOME RECEIVED		▶ 1. INCOME RECEIVED	
NAME OF SOURCE OF INCOME _____		NAME OF SOURCE OF INCOME _____	
ADDRESS (Business Address Acceptable) _____		ADDRESS (Business Address Acceptable) _____	
BUSINESS ACTIVITY, IF ANY, OF SOURCE _____		BUSINESS ACTIVITY, IF ANY, OF SOURCE _____	
YOUR BUSINESS POSITION _____		YOUR BUSINESS POSITION _____	
GROSS INCOME RECEIVED	No Income - Business Position Only	GROSS INCOME RECEIVED	No Income - Business Position Only
\$500 - \$1,000	\$1,001 - \$10,000	\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000	\$10,001 - \$100,000	OVER \$100,000
CONSIDERATION FOR WHICH INCOME WAS RECEIVED		CONSIDERATION FOR WHICH INCOME WAS RECEIVED	
Salary	Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)	Salary	Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.) _____		Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.) _____	
Sale of _____ (Real property, car, boat, etc.)		Sale of _____ (Real property, car, boat, etc.)	
Loan repayment		Loan repayment	
Commission or Rental Income, list each source of \$10,000 or more _____		Commission or Rental Income, list each source of \$10,000 or more _____	
Other _____ (Describe)		Other _____ (Describe)	

▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____ ADDRESS (Business Address Acceptable) _____ BUSINESS ACTIVITY, IF ANY, OF LENDER _____ HIGHEST BALANCE DURING REPORTING PERIOD \$500 - \$1,000 \$1,001 - \$10,000 \$10,001 - \$100,000 OVER \$100,000	INTEREST RATE _____% None SECURITY FOR LOAN None Personal residence Real Property _____ Street address _____ City Guarantor _____ Other _____ (Describe)
---	--

Comments: _____

Instructions – Schedule C

Income, Loans, & Business Positions

(Income Other Than Gifts and Travel Payments)

Reporting Income:

Report the source and amount of gross income of \$500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 11.) You must also report the source of income to your spouse or registered domestic partner if your community property share was \$500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

Reporting Business Positions:

You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

Commonly reportable income and loans include:

- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 8.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 10.)
- Incentive compensation (See Reference Pamphlet, page 12.)

Reminders

- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

You are not required to report:

- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 12.)

To Complete Schedule C:

Part 1. Income Received/Business Position Disclosure

- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of \$10,000 or more. (See Reference Pamphlet, page 8.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

Part 2. Loans Received or Outstanding During the Reporting Period

- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
 - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
 - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.

SCHEDULE D

Income – Gifts

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION Name _____ _____
--

<p>► NAME OF SOURCE <i>(Not an Acronym)</i></p> <p>_____</p> <p>ADDRESS <i>(Business Address Acceptable)</i></p> <p>_____</p> <p>BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p>_____</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 20%;">DATE (mm/dd/yy)</th> <th style="text-align: left; width: 15%;">VALUE</th> <th style="text-align: left; width: 65%;">DESCRIPTION OF GIFT(S)</th> </tr> </thead> <tbody> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> </tbody> </table>	DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)	____/____/____	\$ _____	_____	____/____/____	\$ _____	_____	____/____/____	\$ _____	_____	<p>► NAME OF SOURCE <i>(Not an Acronym)</i></p> <p>_____</p> <p>ADDRESS <i>(Business Address Acceptable)</i></p> <p>_____</p> <p>BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p>_____</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 20%;">DATE (mm/dd/yy)</th> <th style="text-align: left; width: 15%;">VALUE</th> <th style="text-align: left; width: 65%;">DESCRIPTION OF GIFT(S)</th> </tr> </thead> <tbody> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> </tbody> </table>	DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)	____/____/____	\$ _____	_____	____/____/____	\$ _____	_____	____/____/____	\$ _____	_____
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____/____/____	\$ _____	_____																							
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Comments: _____

Instructions – Schedule D

Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts totaling \$50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over \$50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 16)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 10.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

Reminders

- Gifts from a single source are subject to a \$520 limit in 2022. (See Reference Pamphlet, page 10.)
- Code filers – you only need to report gifts from reportable sources.

Gift Tracking Mobile Application

- FPPC has created a gift tracking app for mobile devices that helps filers track gifts and provides a quick and easy way to upload the information to the Form 700. Visit FPPC's website to download the app.

You are not required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than \$250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

SCHEDULE E

Income – Gifts

Travel Payments, Advances, and Reimbursements

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

- Mark either the gift or income box.
- Mark the “501(c)(3)” box for a travel payment received from a nonprofit 501(c)(3) organization or the “Speech” box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.
- For gifts of travel, provide the travel destination.

▶ NAME OF SOURCE (Not an Acronym) _____

ADDRESS (Business Address Acceptable) _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel _____

Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE (Not an Acronym) _____

ADDRESS (Business Address Acceptable) _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel _____

Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE (Not an Acronym) _____

ADDRESS (Business Address Acceptable) _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel _____

Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE (Not an Acronym) _____

ADDRESS (Business Address Acceptable) _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel _____

Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

Comments: _____

Instructions – Schedule E Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

You are not required to disclose:

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.

To Complete Schedule E:

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
 - Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling \$500 or more from a single source during the period covered by the statement.

When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination**.

- Travel payments are income** if you provided services that were equal to or greater in value than the

payments received. You must disclose income totaling \$500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

Example:

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for MaryClaire's travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which they are not providing services are likely considered gifts.

Note that the same payment from a 501(c)(3) would NOT be reportable.

▶ NAME OF SOURCE (Not an Acronym)	
Health Services Trade Association	
ADDRESS (Business Address Acceptable)	
1230 K Street, Suite 610	
CITY AND STATE	
Sacramento, CA	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
Association of Healthcare Workers	
DATE(S):	AMT: \$ 550.00
(if gift)	
▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input checked="" type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description Travel reimbursement for board meeting	
▶ If Gift, Provide Travel Destination	

Example:

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose.

Thus, Mayor Kim must report the gift of travel, but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at www.fppc.ca.gov.)

▶ NAME OF SOURCE (Not an Acronym)	
Chengdu Municipal People's Government	
ADDRESS (Business Address Acceptable)	
2 Caoshi St. CaoShiJie, Qingyang Qu, Chengdu Shi,	
CITY AND STATE	
Sichuan Sheng, China, 610000	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
DATE(S):	AMT: \$ 3,874.38
(if gift)	
▶ MUST CHECK ONE: <input checked="" type="checkbox"/> Gift -or- <input type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description Travel reimbursement for trip to China	
▶ If Gift, Provide Travel Destination	
Sichuan Sheng, China	

Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their economic interests including personal assets and income. The Act's conflict of interest provisions also disqualify a public official from taking part in a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on these economic interests as well as the official's personal finances and those of immediate family. (Gov. Code Sections 87100 and 87103.) The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the Act's provisions.

Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2021-2022, the gift limit increased to \$520 from a single source during a calendar year.

Additionally, state officials, state candidates, and certain state employees are subject to a \$10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 10.

State and local officials and employees should check with their agency to determine if other restrictions apply.

Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at www.fppc.ca.gov.

Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 10.)

Loan Restrictions

Certain state and local officials are subject to restrictions on loans. (See Reference Pamphlet, page 14.)

Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to \$5,000 per violation may be imposed.

For assistance concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to advice@fppc.ca.gov.
- Call the FPPC toll-free at (866) 275-3772.

Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

Questions and Answers

General

- Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?
- A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.

On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.

- Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?
- A. Yes, three are required. However, you may instead complete an expanded statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Disclose all reportable economic interests in all three jurisdictions on the expanded statement. File the expanded statement for your primary position providing an original "wet" signature unless filed with a secure electronic signature. (See page 3 above.) File copies of the expanded statement with the other two agencies as required by Regulation 18723.1(c). Remember to complete separate statements for positions that you leave or assume during the year.
- Q. I am a department head who recently began acting as city manager. Should I file as the city manager?
- A. Yes. File an assuming office statement as city manager. Persons serving as "acting," "interim," or "alternate" must file as if they hold the position because they are or may be performing the duties of the position.

- Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse's income, investments, and interests in real property?
- A. Yes. A public official must continue to report a spouse's economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse's income may not have to be reported. Contact the FPPC for more information.
- Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?
- A. Yes. You may also need to file an assuming office statement for the new agency.

Investment Disclosure

- Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?
- A. Probably. The definition of "doing business in the jurisdiction" is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 13.)
- Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?
- A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.
- Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?
- A. Yes. Disclose on Schedule A-1 or A-2 any stock worth \$2,000 or more in a business entity located in or doing business in your jurisdiction.

Questions and Answers Continued

- Q. The value of my stock changed during the reporting period. How do I report the value of the stock?
- A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity's website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.
- Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?
- A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.
- Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?
- A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth \$2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.
- Q. On last year's filing I reported stock in Encoe valued at \$2,000 - \$10,000. Late last year the value of this stock fell below and remains at less than \$2,000. How should this be reported on this year's statement?
- A. You are not required to report an investment if the value was less than \$2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below \$2,000, you may want to report the stock and note in the "comments" section that the value fell below \$2,000. This would be for informational purposes only; it is not a requirement.
- Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?
- A. If the Section 529 account contains reportable interests (e.g., common stock valued at \$2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

Income Disclosure

- Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2, Part 3?
- A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.
- Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?
- A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at www.fppc.ca.gov. (See Reference Pamphlet, page 14.)

Questions and Answers Continued

Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of \$10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the "comments" section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 8.)

Q. My spouse is a partner in a four-person firm where all of their business is based on their own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your spouse's investment in the firm is 10% or greater, disclose 100% of your spouse's share of the business on Schedule A-2, Part 1 and 50% of your spouse's income on Schedule A-2, Parts 2 and 3. For example, a client of your spouse's must be a source of at least \$20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting \$10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 14.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an "acquired" date?

A. No, you are not required to show an "acquired" date because you previously owned the property. However, you may want to note in the "comments" section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in that real property.

Questions and Answers Continued

Gift Disclosure

- Q. If I received a reportable gift of two tickets to a concert valued at \$100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?
- A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.
- Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?
- A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2022 the gift limit was \$520, so the Bensons may have given the supervisor artwork valued at no more than \$1,040. The supervisor must identify Jared and Julia Benson as the sources of the gift.
- Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought \$10 worth of raffle tickets and won a gift basket valued at \$120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at \$70. The quilt was donated by a coworker. Are these reportable gifts?
- A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at \$110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.
- Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.
- A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total \$50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.
- Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?
- A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.

RESOLUTION NO. 8178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the "Act") is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

WHEREAS, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

WHEREAS, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

WHEREAS, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

WHEREAS, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

WHEREAS, the City of San Fernando (the "City") has accordingly adopted and promulgated such a local conflict of interest code; and

WHEREAS, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when "change is necessitated by changed circumstances, including the creation of new positions which must be designated"; and

WHEREAS, the Fair Political Practices Commission ("FPPC"), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

WHEREAS, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit "A,"** shall constitute the updated Conflict of Interest Code for the City; and

WHEREAS, this Resolution amends the City's Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City's Conflict of Interest Code.

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

SECTION 1. The revised list of designated officials and employees, attached hereto as **Exhibit "A"** and concomitant amendment of the City of San Fernando Conflict of Interest Code, are hereby approved.

SECTION 2. Persons holding designated positions set forth in **Exhibit "A"** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk Department.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting held on this 19th day of September, 2022.



Mary Mendoza, 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. 8178 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 19th day of September, 2022, by the following vote of the City Council:

AYES: Rodriguez, Montañez, Ballin, Mendoza - 4

NAYS: None

ABSENT: Pacheco - 1

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 21st day of September, 2022.



Julia Fritz, City Clerk

EXHIBIT A**Designated Positions****Disclosure Categories****I. Administrative Department**

Assistant City Attorney	1, 2, 3, 4
Deputy City Manager/Economic Development	1, 2, 3, 4
City Clerk	5, 6
Assistant to the City Manager	1, 2, 3, 4
Deputy City Clerk/Management Analyst	5, 6

Key to Disclosure Categories for Administrative Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

II. Community Development Department

Director of Community Development	1, 2, 3
Associate Planner	1, 2, 3
Community Preservation/Building Inspector	1, 2, 3
Housing Coordinator	1, 2, 3

Key to Disclosure Categories for Community Development Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies, or services subject to the review or approval of the Community Development Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services subject to the review or approval of the Community Development Department.

III. **Finance Department**

Director of Finance/City Treasurer	1, 2, 3, 4
IT Systems Administrator	1, 2

Key to Disclosure Categories for Finance Department

1. Reportable investments and business positions in business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
2. Reportable income from persons or business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
3. Reportable investments and business positions in business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this Conflict of Interest Code.
4. Reportable income from persons or business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this conflict of interest code.

IV. Public Works Department

Director of Public Works	1, 2, 3, 4, 5
Public Works Operations Manager	1, 2, 3, 4, 5
Public Works Superintendent	1, 2, 3, 4, 5
Management Analyst	1, 2, 3
Water Operations Manager	1, 2, 3, 4, 5
Water Operations Superintendent	1, 2, 3, 4, 5

Key to Disclosure Categories for Public Works Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
4. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.
5. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

V. Recreation & Community Services Department

Director of Recreation & Community Services	1, 2
Recreation & Community Services Supervisor	1, 2

Key to Disclosure Categories for Recreation & Community Services Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

VI. Police Department

Police Chief	1, 2
Police Lieutenant	1, 2

Key to Disclosure Categories for Police Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Police Department.

VII. Consultants

Consultant	1
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Key to Disclosure Categories for Consultants

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

- A. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
- B. Reportable income. (Form 700, Schedules C, D and E.)
- C. Reportable investments. (Form 700, Schedules A-1 and A-2.)
- D. Reportable business positions. (Form 700, Schedule C.)



UNSCHEDULED VACANCY NOTICE

City of San Fernando Planning and Preservation Commission

The San Fernando City Council is now accepting applications for appointment to the San Fernando Planning and Preservation Commission ("Commission") to fill one (1) unscheduled vacancy for the term of office from the date of appointment through December 2023 and shall continue in the position beyond one year until replaced by the appointing City Councilmember or until the member resigns.

Applicants must be at least 18 years old, a registered voter and reside within the City jurisdiction. It is encouraged that applicants be involved or employed in the field of Planning and Preservation and culture or related subjects. Commissioners receive a monthly meeting attendance stipend of \$100.00.

The Planning and Preservation Commission consists of five Commission members. During the Commissions annual reorganization, Commissioners must choose members to serve as Chair and as Vice Chair; and the terms of office shall be for one year or until successors chosen.

**City Hall Council Chambers
117 Macneil Street
Monthly Meetings held on the Second Tuesday
Starts at 6:30 p.m.**

Applications will be accepted from June 26, 2023 through July 10, 2023 by 5:30 p.m. To obtain an application to apply, please contact Julia Fritz, City Clerk at (818) 898-1204 or via email at cityclerk@sfcity.org.

Dated this 26th day of June 2023
City of San Fernando, California
/s/Julia Fritz, CMC
City Clerk

cc: Kanika Kith, Deputy City Manager/Economic Development

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT Code of Ethics and Conduct
ORIGINAL ISSUE April 4, 1997	EFFECTIVE April 4, 1997	
CURRENT ISSUE	EFFECTIVE	CATEGORY Management Policy & Procedures
SUPERSEDES		

I. PURPOSE AND SCOPE

The purpose of this regulation is to:

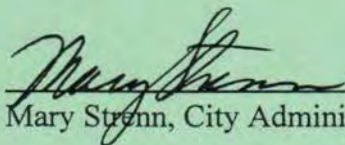
- A. Summarize for the first time in a single document a broad code of ethics and conduct that will apply equally to all employees, despite individual job duties and responsibilities.
- B. Emphasize that each employee in city government occupies a position of public trust that demands the highest moral and ethical standard of conduct.

II. POLICY

- A. No employee shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties or would tend to impair their independence or judgement or action in the performance of such duties.
- B. Every employee shall immediately disclose the nature and extent of any interest, direct or indirect, which may conflict with their responsibility or duty, or which, because of their position, may influence a decision. Such disclosure shall be reported to the City Administrator via the Department Head in the form of a memorandum.
- C. Any employee desiring to apply for a city-sponsored program shall inform the City Administrator via the Department Head in memorandum form. The memorandum shall be immediately forwarded to the City Attorney for review as to any potential violation of applicable conflict of interest rules.

AUTHORITY

By order of the City Administrator


Mary Strenn, City Administrator

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: January 16, 2024

Subject: Consideration to Adopt a Resolution Authorizing Submittal of Application(s) for All California Department of Resources Recycling and Recovery Grants for Which the City of San Fernando is Eligible

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8281 (Attachment "A") authorizing submittal of application(s) for all California Department of Resources Recycling and Recovery (CalRecycle) Grants for which the City of San Fernando is eligible.

BACKGROUND:

1. In September 2016, then-Governor Jerry Brown signed Senate Bill (SB) 1383 to reduce emissions of short-lived climate pollutants through mandatory recycling of organic waste.
2. In January 2022, CalRecycle announced the availability of SB 1383 Local Assistance Grant Program (LAGP), which intended to provide jurisdictions with a one-time grant to assist in implementing the various programs.
3. On April 27, 2022, the City was awarded \$35,916 from the Fiscal Year (FY) 2021-2022 SB 1383 LAGP for the purchasing of SB 1383 educational materials and the hiring of a consultant to develop the City's SB 1383 organics purchasing program.
4. On November 14, 2023, the City submitted an application to the FY 2022-2023 SB 1383 LAGP to obtain \$75,000 in funding for its SB 1383 program.

ANALYSIS:

CalRecycle offers funding opportunities authorized by legislation to assist public and private entities in the safe and effective management of the waste stream. Annually, the City applies for multiple funding opportunities through CalRecycle such as the City/County Payment Program and

Consideration to Adopt a Resolution Authorizing Submittal of Application(s) for All California Department of Resources Recycling and Recovery Grants for Which the City of San Fernando is Eligible
Page 2 of 4

the SB 1383 LAGP. CalRecycle does not deem funds awarded through the City/County Payment Program as grant funds. So when submitting an application for funding through this program, a separate resolution specifically for the program is required (Attachment "B"). Resolution No. 8281 which staff is recommending that the City Council adopt is specifically for all funding opportunities CalRecycle has identified as grant programs.

City/County Payment Program.

The City County Beverage Container Program provides annual funding, average of \$6,800, for efforts dedicated to addressing recycling challenges, aid in increasing beverage container collection, and reducing beverage container litter in the waste stream. Examples of activities and programs that can be funded through this grant program include, but are not limited to:

- Public education programs promoting beverage container recycling;
- Litter prevention and cleanup events where the waste stream includes beverage containers that will be recycled; and
- Neighborhood drop-off recycling programs.

SB 1383 Local Assistance Grant Program (LAGP).

The SB 1383 LAGP, established in FY 2021-2022, is a CalRecycle administered non-competitive grant program established to assist local jurisdictions with the implementation of regulation requirements and programs associated with SB 1383¹ Organics Recycling. The grant provides funding for implementation of regulation requirements such as but not limited to capacity planning, collection, education and outreach, and procurement requirements. Examples of activities and programs that can be funded through this grant program include, but are not limited to:

- Capacity Planning;
- Enforcement and Inspection; and
- Procurement Requirements.

Staff is requesting City Council authority to submit the grant application to fund the costs associated with the continued development and implementation of the City's in-house SB 1383 program. The City's in-house program is separate, but in addition to, the SB 1383 related services provided by Republic Services. For the City to meet its required annual organics-recycling goal, staff in conjunction with a consultant, identified the tasks to maintain compliance with the SB 1383 regulation.

The City is utilizing its FY 2021-2022 SB 1383 LAGP funding to provide residents countertop organic recycling containers free of charge and for consulting services to assist staff with the

¹ SB 1383 established methane reduction targets for California, with the goal of reducing greenhouse gas emissions and addressing food insecurity.

Consideration to Adopt a Resolution Authorizing Submittal of Application(s) for All California Department of Resources Recycling and Recovery Grants for Which the City of San Fernando is Eligible
Page 3 of 4

development of the City's organic procurement program. On November 14, 2023, staff submitted a FY 2022-2023 SB 1383 LAGP application (Attachment "C") for a total of \$75,000 proposing additional implementation measures as required by SB 1383. The following is a breakdown of the project budget and related tasks.

TASK	BUDGET	TASK DETAIL
Program Analysis	\$18,900	The City is to hire contractors to conduct a comprehensive land analysis, review projects, and report on edible food recovery.
Edible Food Recovery	\$18,000	Enforcement, educational outreach, and recordkeeping for all the targeted Edible Food Generators.
Education	\$1,350	Outreach to the local community by tabling at events and providing interactive informational activities.
Personnel	\$6,000	A consultant hired to conduct project reviews, participate in meetings, educate, and ensure the City is maintaining compliance.
Procurement	\$26,750	The purchasing of the compost based on the outcomes of the land analysis and procurement goal for the City in 2024.
Record Keeping	\$4,000	Maintaining, training, and updating the internal record-keeping system, Recyclist. Preparing data for the Electronic Annual Report (EAR) for submission.

CalRecycle has changed its policy for administering grant programs to require applicants, each application cycle, to declare by resolution certain authorizations related to the administration of the grant program. In order for the City's grant application to be accepted and considered for award of funding, a resolution authorizing the submittal of an application for CalRecycle grant funding is required as part of the application process. For this reason, staff recommends that City Council adopt Resolution No. 8281 (Attachment "A"). This authorization is effective until rescinded by the Signature Authority or by the City Council.

BUDGET IMPACT:

There will be no budget impact on the FY 2023-2024 Adopted Budget to authorize the submittal of the SB 1383 LAGP 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 Resources.

If the City is awarded the \$75,000 grant through the SB 1383 LAGP, staff will return to City Council with a resolution to formally accept the award and appropriate funds.

Consideration to Adopt a Resolution Authorizing Submittal of Application(s) for All California Department of Resources Recycling and Recovery Grants for Which the City of San Fernando is Eligible
Page 4 of 4

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8281 (Attachment "A") authorizing submittal of application(s) for All Cal Recycle Grants for which the City of San Fernando is eligible.

ATTACHMENTS:

- A. Resolution No. 8281
- B. Resolution No. 7733
- C. SB 1383 LAGP application

RESOLUTION NO. 8281

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL
CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
(CALRECYCLE) GRANTS FOR WHICH THE CITY OF SAN FERNANDO IS
ELIGIBLE**

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the California Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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 of the City of San Fernando authorizes the submittal of application(s) to CalRecycle for all grants for which the City of San Fernando is eligible.

SECTION 2. The City Manager, or his designee is hereby authorized and empowered to execute in the name of the City of San Fernando all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

SECTION 3. This authorization is effective until rescinded by the Signatory Authority or this governing body.

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 16th day of January 2024.

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. 8281 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 16th day of January, 2024, 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 _____, 2024.

Julia Fritz, City Clerk

RESOLUTION NO. 7733

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SAN FERNANDO, CALIFORNIA, AUTHORIZING
SUBMITTAL OF AN APPLICATION FOR CALRECYCLE
PAYMENT PROGRAMS AND RELATED
AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

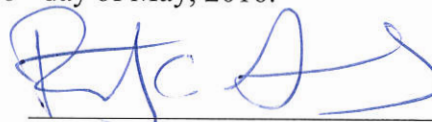
WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City of San Fernando is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

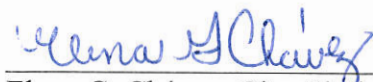
BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2016.



Robert C. Gonzales, Mayor

ATTEST:



Elena G. Chávez, City Clerk

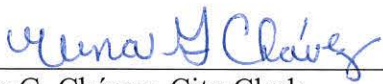
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 16th day of May, 2016, by the following vote to wit:

AYES: Ballin, Fajardo, Lopez, Soto – 4

NOES: None

ABSENT: Gonzales – 1



Elena G. Chávez, City Clerk



Grants Management System (GMS)

GMSWeb Budget Summary

Lead Participant: City of San Fernando**Cycle Name:** SB 1383 Local Assistance Grant Program**Cycle Code:** OWR4**Fiscal Year:** 2022-23**Grant Number:****Total Budget Amount:** \$75,000.00**Amount Awarded:** \$0.00**Capacity Planning/Program Evaluation/Gap Analysis****Budget Amount:** \$18,900.00

Budget Detail: The City plans to engage a contractor for a comprehensive land analysis, focusing on the application of compost/mulch, to assess publicly owned properties. Additionally, the City aims to enlist a contractor to support the annual procurement goals by reviewing both internal and external City projects and reporting on edible food recovery.

Budget Updates:**Edible Food Recovery****Budget Amount:** \$10,000.00

Budget Detail: Entering yearly agreement for Edible Food Generators (EFG) into Recyclist a data collecting software. Identifying all Food Recovery Organizations (FRO) within the City's boundaries. Utilizing the the Carelt application software to connect local non-profits with food generators for a three-year subscription.

Budget Updates:**Edible Food Recovery - Personnel****Budget Amount:** \$8,000.00

Budget Detail: Conducting comprehensive annual inspections for third-party and self-haul waste management processes. Involving preparation for educational outreach, coordinating site visits, follow-up assessments, and maintaining detailed record-keeping for all existing and potential waste generators in the City limits.

Budget Updates:**Education****Budget Amount:** \$1,350.00

Budget Detail: The consultant will provide outreach to the local community through one-on-one interactions, tabling at events, and interactive and informational activities. The budget will be towards the consultant and the informational material such as flyers and demonstrations of various options to use organic waste.

Budget Updates:**Personnel****Budget Amount:** \$6,000.00

Budget Detail: A consultant hired to conduct project reviews, participate in meetings, educate, and ensure the City is maintaining compliance.

Budget Updates:<https://secure.calrecycle.ca.gov/Grants/Grant/GrantBudgets.aspx?GrantID=27522>

Date Generated: January 8, 2024 9:27 AM

Page 1 of 2

Procurement

Budget Amount: \$26,750.00

Budget Detail: The City plans to contract with a compost SB 1383 compliant manufacturer to purchase the compost based on the outcomes of the land analysis and procurement goal for the City in 2024. The agreement with the same manufacturer will also include the cost of the transportation of the compost organic waste material. Additionally, purchasing office recycled-content paper to transition all City Facilities.

Budget Updates:

Record Keeping

Budget Amount: \$4,000.00

Budget Detail: Maintaining, training, and updating the internal record-keeping system, Recyclist. Preparing data for the Electronic Annual Report (EAR) for submission.

Budget Updates:

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: January 16, 2024

Subject: Consideration to Approve a Memorandum of Understanding Side Letter Agreement Between the City and San Fernando Public Employees Association/SEIU Local 721

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) Side Letter Agreement (Attachment “A” – Contract No. 2145(b)) between the City and the San Fernando Public Employees Association/SEIU Local 721 to implement an amendment related to the observance of City recognized holidays; and
- b. Authorize the City Manager to make non-substantive corrections and execute the MOU Side Letter Agreement and all related documents.

BACKGROUND:

1. On April 17, 2023, the City and the San Fernando Public Employees’ Association/SEIU Local 721 (SFPEA) executed a five-year Memorandum of Understanding (MOU) for the term of July 1, 2022 through June 30, 2027 (Contract No. 2145).
2. On August 7, 2023, the City Council approved a Side Letter to the MOU (Contract No. 2145(a)) to clarify the effective date of the Cost of Living Adjustment (COLA) increases agreed to in the MOU.
3. On November 30, 2023, the City and SFPEA met and conferred over language included in Article 4, Section 4.02 – Holiday Leave related to observance of the Cesar Chavez Birthday holiday, which conflicts with a long standing City Policy (Attachment “B”)

Consideration to Approve a Memorandum of Understanding Side Letter Agreement Between the City and San Fernando Public Employees Association/SEIU Local 721

Page 2 of 3

ANALYSIS:

A Memorandum of Understanding (MOU) between a labor union and a city employer serves as a formal agreement outlining the terms and conditions of employment for the workers represented by the union. The MOU is crucial in establishing a framework for the working relationship between the employees and the employer, particularly in the public sector.

A side letter to a MOU is an additional document that contains supplementary agreements or specific provisions that are not included in the main MOU. These letters are often used to address unique or exceptional circumstances that are not covered in the primary agreement, but are agreed upon by both parties.

Subsequent to adoption of the current MOU with SFPEA, it was noted that language related to observance of the Cesar Chavez Holiday included in the SFPEA MOU conflicted with the City's Policy on observing holidays that fall on Saturday and Sunday, which is applicable to all other non-sworn bargaining units.

The SFPEA MOU states: "(When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday)."

Conversely, the City's Holiday Policy (Attachment "B"), which has been in effect since January 1994 and applies to all other non-sworn bargaining units, states, in part: "Whenever any holiday falls on Saturday, the preceding Friday shall be recognized as a holiday... Whenever any holiday falls on Sunday, the following Monday shall be recognized as a holiday..."

This conflict was highlighted due to the Cesar Chavez Birthday holiday falling on Sunday, March 31, 2024. Pursuant to current language included in the SFPEA MOU, SFPEA members would observe the holiday on Friday, April 5, 2024 while, pursuant to the City's Holiday Policy, all other non-sworn City employees would observe the holiday on Monday, April 1, 2024.

In November 2023, staff met with the SFPEA Board and tentatively agreed to remove the language from Article 4, Section 4.02 of the SFPEA MOU (Contract No. 2145) that conflicts with the City's Holiday Policy. By removing the conflicting language from the SFPEA MOU, all employees will observe the Cesar Chavez Birthday holiday in accordance with the City's Holiday Policy and maintain continuity of service for the public.

The proposed MOU Side Letter Agreement (Attachment "A" – Contract No. 2145(b)) strikes the conflicting language from the SFPEA MOU to make observance of the Cesar Chavez Birthday holiday consistent amongst all of the City's bargaining units.

Consideration to Approve a Memorandum of Understanding Side Letter Agreement Between the City and San Fernando Public Employees Association/SEIU Local 721

Page 3 of 3

BUDGET IMPACT:

There is no budget impact associated with approval of the MOU Side Letter Agreement.

CONCLUSION:

Staff recommends that the City Council approve the MOU Side Letter Agreement with SFPEA.

ATTACHMENTS:

- A. Contract No. 2145(b)
- B. City Holiday Policy

MEMORANDUM OF UNDERSTANDING
SIDE LETTER OF AGREEMENT BETWEEN
CITY OF SAN FERNANDO

AND

SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

This Memorandum of Understanding Side Letter of Agreement ("Agreement") between the City of San Fernando ("City") and the San Fernando Public Employees Association/Service Employees International Union, Local 721 ("SFPEA/SEIU Local 721") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the City and SFPEA/SEIU Local 721 negotiated a Memorandum of Understanding ("MOU") for the period of July 1, 2022 through June 30, 2027; and

WHEREAS, the parties agree that it is necessary to modify the MOU to include clarifying language regarding the observance of the Cesar Chavez Birthday holiday, which conflicts with the City's Policy on Holidays, effective January 1, 1994.

NOW THEREFORE, the Parties, having had the opportunity to meet and confer, agree as follows:

SECTION 1: That portion of Article 4, Section 4.02 – *Holiday Leave* of the said MOU between the City and SFPEA/SEIU Local 721, adopted on April 17, 2023 per Contract No. 2145, and amended on August 7, 2023 per Contract No. 2145(a), be further amended by **deleting** the following:

Article 4, Section 4.02: Holiday Leave

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

SECTION 2: The City's Policy on Holidays will govern when holidays that fall on Saturdays and Sundays will be observed.

SECTION 3: Except as amended herein, all other provisions of the said MOU between the City and SFPEA/SEIU Local 721, adopted on April 17, 2023 per Contract No. 2145, and amended on August 7, 2023 per contract No. 2145(a), remain unchanged and in full force and effect.

Signature Page to Follow

FOR CITY OF SAN FERNANDO:

FOR SFPEA/SEIU LOCAL 721:

Nick Kimball	Date
City Manager	

Ruben Quintana	Date
Chapter President, SFPEA/SEIU Local 721	

Manuel Fabian	Date
Chapter Vice President, SFPEA/SEIU Local 721	

Maria Padilla	Date
Chapter Treasurer, SFPEA/SEIU Local 721	

Maria Calleros	Date
Chapter Secretary, SFPEA/SEIU Local 721	

Richard De La Pena	Date
Sergeant at Arms, SFPEA/SEIU Local 721	

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT
ORIGINAL ISSUE	EFFECTIVE	HOLIDAYS
June 30, 1975	July 1, 1975	
CURRENT ISSUE	EFFECTIVE	CATEGORY
October 15, 1993	January 1, 1994	MANAGEMENT POLICY/PROCEDURES
SUPERSEDES Issue of July 27, 1992		

MANAGEMENT POLICY/PROCEDURES

The City recognizes the importance of time off for rest and recreation in achieving greater productivity. All full time, regular and probationary employees receive time off with full pay for authorized holidays. The Personnel Department will publish a schedule of holidays at the beginning of each calendar year.

Working on Holidays

A department head who finds it necessary to do so may request some or all employees of such department to report for work on any of these holidays. In such cases, the department head shall arrange for the employees who worked on such holidays to receive equivalent time off and shall cause records to be kept of such time off.

Holidays on Saturdays and Sundays

Whenever any holiday falls on Saturday, the preceding Friday shall be recognized as a holiday but in such event those employees required to work on Saturday shall not under any conditions be entitled to treat and consider such Saturday also as a holiday.

Whenever any holiday falls on Sunday, the following Monday shall be recognized as a holiday but in such event those employees required to work on said Sunday shall not under any conditions be entitled to treat and consider such Sunday also as a holiday.

Holiday During Leave of Absence

An employee who is on a paid leave of absence, including a leave due to medical reasons, is eligible for pay on authorized holidays observed during the leave.

General Employees and Management

The following holidays are granted for full time regular and probationary general and management employees.

New Year's Day
 Martin Luther King, Jr. Day
 Washington's Birthday (observed)
 Memorial Day (observed)
 Independence Day (observed)
 Labor Day

Cesar Chavez Birthday
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Sworn Police Personnel (Police Officer and Police Sergeant)

Sworn police personnel (Police Officer and Police Sergeant) shall be granted the following holidays.

New Year's Day
Martin Luther King, Jr. Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Cesar Chavez Birthday
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Compensation for these holidays shall be compensatory leave hour for hour. Scheduling shall be in accordance with department procedures.

Part-time, Temporary, Hourly and Seasonal Employees

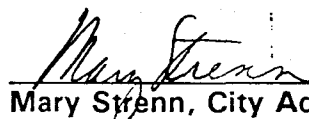
Part-time, temporary, hourly and seasonal employees are ineligible for holiday benefits and do not receive pay for holidays on which they do not work.

Compensation of Benefits

The amount of benefits an employee shall receive for a holiday shall be determined on the basis of the employee's regular rate of pay. An employee's holiday benefits will thus equal his regular rate of pay times the number of his regular scheduled hours worked for the day on which the holiday is observed.

AUTHORITY

By order of the City Administrator



Mary Strenn, City Administrator

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: January 16, 2024

Subject: Consideration to Authorize Submittal of a Grant Application to the California Office of Traffic Safety – National Highway Traffic Safety Administration to Support Selective Traffic Enforcement Details

RECOMMENDATION:

It is recommended that the City Council authorize the preparation and submittal of the National Highway Traffic Safety Administration (NHTSA) Grant application for an amount up to \$105,000 from the California Office of Traffic Safety (OTS).

BACKGROUND:

1. On October 21, 2019, the City Council accepted OTS grant funds in the amount of \$40,000 to reimburse overtime and equipment for the Selective Traffic Enforcement Program (STEP) grant, to support Driving Under the Influence (DUI) interventions and driver's license checks to enhance safety.
2. On October 19, 2020, the City Council accepted OTS grant funds in the amount of \$33,000 to reimburse overtime and equipment for the STEP grant, focused on DUI patrol.
3. On December 7, 2020, the City Council accepted OTS grant funds in the amount of \$19,900 to conduct Minor Decoy and Shoulder Tap operations at establishments that sell alcohol with the goal of reducing the availability of alcohol to local youth by enforcement and to educate local merchants.
4. On November 15, 2021, the City Council accepted OTS grant funds in the amount of \$55,000 to reimburse overtime and equipment for the STEP grant, focused on DUI patrol.
5. In December 2023, OTS announced their annual open enrollment for the 2024-2025 NHTSA Grant (Attachment "A"), which provides funding to local agencies to operate local selective traffic enforcement operations with the goal of reducing death, injuries, and economic losses

Consideration to Authorize Submittal of a Grant Application to the California Office of Traffic Safety – National Highway Traffic Safety Administration to Support Selective Traffic Enforcement Details

Page 2 of 3

resulting from traffic related collisions. The OTS acts as the administrator and clearinghouse for NHTSA grant funds within the State of California.

ANALYSIS:

The OTS's mission is to obtain and effectively administer the NHTSA grant funds to reduce deaths, injuries and economic losses resulting from traffic related collisions. Each year, the OTS administers NHTSA Grant Funds to reflect current areas of focus and details the planned use of federal funds. The OTS identifies problems, specific performance measures, proposed solutions, time frames and related information on existing priorities to mitigate traffic safety problems and address NHTSA's priority areas, which include the following:

- Alcohol-Impaired Driving
- Drug-Impaired Driving
- Motorcycle Safety
- Police Traffic Services
- Roadway Safety and Traffic Records
- Distracted Driving
- Emergency Medical Services
- Occupant Protection
- Pedestrian and Bicycle Safety
- Public Relations, Advertising, and Marketing Programs

Equipment costing \$5,000 or more, with a useful life of at least one year, and that is required to carry out the grant activities, is also allowable within these priority areas.

The Police Department recommends that the City apply for the NHTSA Grant to fund various traffic safety initiatives, including:

- **Pedestrian and Bicycle Safety:** The Police Department will focus enforcement efforts on primary collision factors involving motorists, pedestrians, and bicyclists. Officers will look for violations committed by drivers, bicyclists, and pedestrians alike that can lead to life-changing injuries.
- **Click It or Ticket:** During this campaign, the Police Department will promote and encourage seat belt and child restraint usage with the goal of reducing traffic injuries and fatalities. It will include a combination of public service announcements and strict enforcement of seat belt laws. By emphasizing the message that seat belt use is not just a matter of personal choice but also a crucial aspect of public safety, the Click It or Ticket campaign will seek to reduce the number of injuries and fatalities resulting from traffic accidents.
- **National Distracted Driving Awareness Month:** During the month of April, the Police Department will raise awareness about the dangers of distracted driving with the goal of

Consideration to Authorize Submittal of a Grant Application to the California Office of Traffic Safety – National Highway Traffic Safety Administration to Support Selective Traffic Enforcement Details

Page 3 of 3

reducing accidents caused by distracted driving. Throughout the month of April, Police personnel will actively look for drivers who are in violation of the State's Hands-Free Cell Phone Law. They will also work to educate the public about the risks associated with texting, using smartphones, or engaging in other distractive activities while driving.

The Police Department recommends requesting approximately \$105,000 in grant funds to execute activities in the NHTSA priority areas of Distracted Driving, Occupant Protection, and Pedestrian and Bicycle Safety. These priority areas were selected by the Police Department for the reason that they are proven methods of reducing traffic collision injuries and fatalities based on NHTSA research. The goal of the Police Department is to prevent serious injury and death resulting from motor vehicle traffic collisions so that all roadway users traveling through the City arrive at their destination safely.

BUDGET IMPACT:

The NHTSA Grant from the State of California is a reimbursement grant and requires the Police Department to enter into an agreement with OTS to administer the grant. Reimbursements will only be made for costs that fall within the approved grant period and do not exceed the federally obligated funds outline in the agreement.

There will be no budget impact on the Fiscal Year 2023-2024 Adopted Budget to authorize the submittal of the NHTSA grant application and there is no need to appropriate funds at this time. This is the initial step in approving funding from the State of California. If the City is awarded the grant, staff will return to City Council with a resolution to formally accept the award and appropriate funds.

CONCLUSION:

It is recommended that the City Council authorize the submittal of a grant application to the California Office of Traffic Safety.

ATTACHMENT:

- A. California Office of Traffic Safety – National Highway Traffic Safety Administration Announcement



CALIFORNIA OFFICE OF
TRAFFIC SAFETY

AT A GLANCE:

OTS Grant Funding

WHO IS ELIGIBLE?
Public Entities*



GRANT TYPES

- Alcohol-Impaired Driving
- Distracted Driving
- Drug-Impaired Driving
- Emergency Medical Services
- Motorcycle Safety
- Occupant Protection
- Pedestrian and Bicycle Safety
- Police Traffic Services
- Roadway Safety and Traffic Records

FUNDING CYCLE

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(October 1st to September 30th)



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EMAIL
contactots@ots.ca.gov

APPLICATION DEADLINE: JANUARY 31

**501(c)(3) nonprofits with public entity as a grant host.*

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: January 16, 2024

Subject: Consideration to Authorize the Submittal of a Grant Application to the California Highway Patrol – Cannabis Tax Fund Grant Program to Support Selective Traffic Enforcement Details

RECOMMENDATION:

It is recommended that the City Council authorize the preparation and submittal of a grant application for an amount up to \$250,000 from the California Highway Patrol (CHP) for the CHP Cannabis Tax Fund Grant for the Fiscal Year (FY) 2024-2025 to help address the dangers of impaired driving involving alcohol and/or drugs.

BACKGROUND:

1. With the passage of Proposition 64, the Control Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the state set aside funding for CHP to award grants to local governments in reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel. Proposition 64 allocated approximately \$13 million, with a \$500,000 cap per Grant Application, for eligible small and mid-size law enforcement organizations/agencies, with 100 employees or less, with the primary function of enforcing traffic laws. This includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code.
2. In December 2023, CHP announced the Cannabis Tax Fund Grant Program for FY 2024-2025 (Attachment "A").

ANALYSIS:

The Cannabis Tax Fund Grant Program, which was created through AUMA, focuses on local community-based activities that shift public perspectives and expand the number of law

Consideration to Authorize the Submittal of a Grant Application to the California Highway Patrol – Cannabis Tax Fund Grant Program to Support Selective Traffic Enforcement Details

Page 2 of 5

enforcement activities utilized to help mitigate alcohol and drug-impaired driving. The grant program performance period is one year (July 1, 2024 through June 30, 2025).

The Cannabis Tax Fund Grant provides for funding for Driving Under the Influence (DUI) Alcohol and Driving Under the Influence of Drugs (DUID) enforcement, related enforcement activities, public outreach and education, equipment, and training for personnel to Departments that are awarded the grant. Departments are required to outline in their grant application the activities, equipment, training, public outreach and education, and training for their personnel they would like funded by this grant. The funded activities and associated costs covered by this grant include:

- Increased DUI and DUID enforcement efforts such as DUI/DUID Saturation Patrols and DUI/DUID Sobriety Checkpoints.
- Drug Evaluation and Classification Program Courses such as Standard Field Sobriety Test (SFST) Training, Advanced Roadside Impaired Driving Enforcement (ARIDE) Training, Drug Recognition Expert (DRE) Training and other trainings that help increase the law enforcement personnel's knowledge in detecting and removing impaired drivers from the roadway.
- Registration fees for approved conferences directly related and necessary to complete grant funded activities included in the project.
- General prevention education and community outreach designed to educate the public about the dangers of impaired driving such as:
 - 1) Presentations to high school and/or college students that directly focus on "Drive High=DUI" or other campaign messages against impaired driving.
 - 2) Educational and outreach materials such as brochures and pamphlets.
 - 3) Social Media costs associated with DUI/DUID education/prevention and community outreach.
- Grant funding may include non-expendable, tangible, property having a normal useful life of more than one year and an acquisition cost of at least \$5,000. Equipment must be directly related and necessary to complete grant-funded activities included in the project for example, DUI Checkpoint Message Boards, DUI Checkpoint Traffic Signs, Preliminary Alcohol Screening (PAS) Devices, Replacing outdated or worn supplies, such as reflective traffic vests, flashlights, and power generators, etc.

Specific activities must be approved by the CHP prior to grant funding approval.

Consideration to Authorize the Submittal of a Grant Application to the California Highway Patrol – Cannabis Tax Fund Grant Program to Support Selective Traffic Enforcement Details

Page 3 of 5

Data gathered by the Police Department showed that in 2021 there were a total of 26 DUI collisions, in 2022 there were a total of 27 collisions, and in 2023 there were a total of 26 DUI collisions. *(See Table Below)*

Year	DUI-Related Collisions
2021	26
2022	27
2023	26

Reducing the Incidents of DUI-related Collision.

The Department recognizes the effectiveness in reducing DUI/DUID incidents through DUI/DUID Enforcement, Checkpoints, DUI/DUID Saturation Patrols, education, and community outreach as pivotal in lowering incidents of DUI/DUID. DUI/DUID enforcement plays a crucial role in reducing incidents of DUI and improving road safety. The effectiveness of DUI/DUID enforcement can vary based on several factors, including the intensity and consistency of enforcement measures and public awareness campaigns. Below are some ways DUI/DUID enforcement can be effective:

Deterrence: Visible and strict DUI/DUID enforcement, such as sobriety checkpoints and increased police patrols, can act as a deterrent. Knowing that law enforcement is actively looking for impaired drivers may discourage individuals from getting behind the wheel while under the influence of alcohol or drugs.

Public Awareness: Public awareness campaigns about the dangers of impaired driving and the potential consequences can reinforce the message that driving under the influence is unacceptable. These campaigns can help change societal attitudes and norms surrounding impaired driving.

Community Involvement: Involving the community in DUI/DUID prevention efforts, such as through community programs, partnerships with local businesses, and educational initiatives, can enhance the effectiveness of enforcement measures.

Equipment: Breathalyzers can aid in the detection of impaired driving.

Staff recommends City Council authorize the Department to submit a grant application to fund the following efforts, activities, and equipment to decrease the incidents of DUI/DUID in San Fernando.

- 1) At least four DUI/DUID Checkpoints during the grant period.
- 2) At least six saturation patrols.
- 3) Materials for public outreach and education.
- 4) The costs associated with social media outreach to include staff time.

Consideration to Authorize the Submittal of a Grant Application to the California Highway Patrol – Cannabis Tax Fund Grant Program to Support Selective Traffic Enforcement Details

Page 4 of 5

- 5) Purchase of six new PAS Devices, as some of the devices used by the Police Department are approximately 20 years-old.
- 6) Purchase new DUI traffic control signs, as the current inventory used by the Police Department are approximately 10 years old and are showing signs of normal wear and tear.
- 7) Purchase 30 new DOT reflective and high visibly vests for DUI Checkpoints.
- 8) Send at least four officers DUI investigation certification training (e.g., Standard Field Sobriety Tests (SFST) Training, Advanced Roadside Impaired Driving Enforcement (ARIDE) Training, or Drug Recognition Expert (DRE) Training).

The Police Department recommends that up to \$250,000 be requested for the execution of the aforementioned activities covered by the grant.

BUDGET IMPACT:

The Cannabis Tax Fund Grant Program from California Highway Patrol is a reimbursement grant and requires the Police Department to enter into an agreement with CHP to administer the grant. Disbursement of grant funds occurs on a reimbursement basis only for costs incurred during a reporting period and is contingent upon the grantee complying with all grant requirements and appropriation of sufficient funds.

Should the City be awarded this grant, it will subsidize the cost of hours worked above and beyond normal work duties related to DUI Saturation Patrols, DUI Checkpoints, trainings related to impaired driving, and backfill for staff attending trainings. In addition, the grant will cover the cost of travel associated with approved training, conferences, seminars, and workshops. Eligible expenses may include, but are not limited to mileage or fuel expenses, hotel accommodations, and parking fees. The grant will also cover the cost of equipment, for example PAS devices, registration fees for approved conferences, educational/outreach material (e.g., brochures, pamphlets) and social media costs.

There will be no budget impact on the Fiscal Year 2023-2024 Adopted Budget to authorize the submittal of the Cannabis Tax Fund Grant Program grant application and there is no need to appropriate funds at this time. This is the initial step in approving funding from the California Highway Patrol. If the City is awarded the grant, staff will return to City Council with a resolution to formally accept the award and appropriate funds.

CONCLUSION:

It is recommended that the City Council authorize the submittal of a grant application to the California Highway Patrol for the CHP Cannabis Tax Fund Grant Program. If grant funds are

Consideration to Authorize the Submittal of a Grant Application to the California Highway Patrol – Cannabis Tax Fund Grant Program to Support Selective Traffic Enforcement Details

Page 5 of 5

awarded, authorize the City Manager or his designee to take all related action to execute the grant.

ATTACHMENT:

A. Cannabis Tax Fund Grant Program Announcement

[Select Language](#)

Programs & Services

Cannabis Tax Fund Grant Program Information

[Program Overview](#)[Program Regulations](#)[Program Opportunity](#)[Program Workshop](#)[Application Submission](#)

Cannabis Tax Fund Grant Program

The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP will consider a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

The purpose of the Cannabis Tax Fund Grant Program (CTFGP) is to provide alternative funding sources to augment, but not supplant, current activities and programs. The CHP will allocate funds for the project categories in accordance with California Code of Regulations (CCR) Sections 1890.05 through 1890.07, as determined by the CHP.

Funding

The funding provided is appropriated by the California State Controller's Office, and all grants are awarded on a competitive basis, unless otherwise specified within the Request for Application. The CHP may consider an extended project performance period based on need, as determined by the CHP. The awarding of a grant does not guarantee ongoing or future funding.

NOTE: Funding distribution will be based on the total amount of estimated funding available for each grant cycle.

Application Submission

All applications must be submitted through the CHP's online Grant Management System (GMS).

Award Announcement

Successful applicants shall receive a Notice of Award electronically from the CHP, and awards will be posted on the CTFGP Web page at www.chp.ca.gov. Upon acceptance of funds, awardees may be required to issue a press

Award of Grants

Selection(s) made by the CHP are final and not subject to appeal in accordance with CCR Section 1890.13.

GENERAL AGREEMENT REQUIREMENTS

Program Regulations

The CHP has published regulations through the Office of Administrative Law, which governs the CTFGP and establishes a uniform set of administrative and financial procedures for program participants. Interested applicants should review the regulations posted on the Program Regulations page before submitting an application. By accepting CTFGP funds, organizations agree to fully comply and adhere to all requirements in the regulations.

Grant Agreement

Applicants approved for funding by the CHP are required to enter into a Grant Agreement and must agree to comply with all terms and conditions of the Grant Agreement. The Grant Agreement is fully executed only when signed by the Grantee and the CHP. The Grantee may not transfer or assign the Grant Agreement to another organization or party at any time. The Grantee shall ensure that all subcontractors comply with the requirements of the Grant Agreement terms and conditions, and program regulations.

Governing Body Resolution

Prior to execution of a Grant Agreement, all city, county, and district applicants shall submit, via e-mail, a governing body resolution providing approval to receive CTFGP funding.

Required Form

An STD. 204, Payee Data Record (STD. 204) form or a Financial Information System for California (FI\$Cal) form, is required at the time of application submission to process disbursements of grant funds to the grantee.

- [STD 204](#): For non-governmental entities or individuals
- [Fi\\$Cal](#): For government agencies

Monitoring and Reporting

To ensure funds are used responsibly and projects remain on track for completion within the designated performance period, grantees must regularly communicate with the CHP's Cannabis Grants Unit (CGU) by submitting required grant progress reports and financial expenditures on a quarterly basis during the State Fiscal Year (July 1 through June 30).

In addition to quarterly reporting, grantees may be required to monitor their projects by facilitating site visits and providing additional information, as required in the regulations.

Reimbursement Requests

A grantee may not submit claims for reimbursement until a fully executed Grant Agreement is on file with the CHP. Disbursement of grant funds occurs on a reimbursement basis only for costs incurred during a reporting period and is contingent upon the grantee complying with all grant requirements and appropriation of sufficient

January 16, 2024 CC Meeting
funds. Grantees must submit paid invoices to the CHP's CGU on a quarterly basis during the State Fiscal Year (July 1 through June 30), through the CHP's online GMS, no later than 14 calendar days following the end of the quarter. Late submissions may result in denial and/or delay of the reimbursement. Substantiating documentation for all costs claimed must be included in accordance with CCR Section 1890.22.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Maria Calleros, Executive Assistant

Date: January 16, 2024

Subject: Consideration to Authorize the Acceptance of the California Arts Council and the National Endowment for the Arts Grants for the Mariachi Master Apprentice Program and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the acceptance of the California Arts Council and the National Endowment for the Arts Grant Funds in the amount of \$80,000 for the Mariachi Master Apprentice Program (MMAP) (Attachments "A" and "B", respectively);
- b. Adopt Resolution No. 8282 (Attachment "C") amending the budget for Fiscal Year (FY) 2023-2024 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grants.

BACKGROUND:

1. Since 2001, the City has received grant funds annually from both the National Endowment for the Arts (NEA) and the California Arts Council (CAC) to support the City of San Fernando MMAP. As a recipient of several awards at both the state and national level, MMAP continues to reflect a positive image on the City.
2. On February 7, 2022, the City Council authorized staff to apply for the NEA Grants for Arts Project under the Folk & Traditional Arts discipline to support the Mariachi Master Apprentice Program.
3. On February 6, 2023, the City Council authorized staff to apply for the CAC Impact Project Grant to support the Mariachi Master Apprentice Program.

Consideration to Authorize the Acceptance of the California Arts Council and the National Endowment for the Arts Grants for the Mariachi Master Apprenticeship Program and Adopt a Resolution Appropriating the Funds

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4. On March 1 2023, the NEA awarded the City a Grants for Arts Project in the amount of \$55,000 for FY 2023-2024. The grant will run through September 30, 2024.
5. On September 21, 2023 the CAC awarded the City an Impact Project Grant in the amount of \$25,000.00 for FY 2023-2024. The grant will run through September 30, 2024.

ANALYSIS:

Mariachi Master Apprenticeship Program (MMAP).

MMAP connects Grammy award-winning mariachi masters with young music students to preserve the mariachi music genre. Mariachi Los Camperos provides instruction on traditional mariachi instruments: violins, guitars, guitarrones, vihuelas, trumpets, and folk harp. The students and instructors experience exemplary artworks at international mariachi conferences and workshops throughout California and the southwest United States. This experience allows students to observe, study, and perform with the most prestigious mariachi ensembles and represent the City as cultural arts ambassadors.

The curriculum ingrains an empowering sense of self-confidence, pride, and identity while providing an outlet for cultural expression in celebration of Mexican heritage. MMAP specific arts/music education outcomes include: 1) development, reinforcement, and application of student instrumental technique; 2) development, strengthening, and application of student musicianship skills; 3) enhancement of student solo and chorus singing skills; 4) performance of traditional and popular mariachi music before the public and with other professional ensembles; and 5) development and fostering of student professionalism and performance etiquette. These outcomes are in accordance with the California Department of Education Music Standards.

National Endowment for the Arts (NEA) Grants for Arts Project.

The NEA "Grants for Arts Projects" is the principal grants program for organizations based in the United States. The arts are a powerful and important part of what unites us and celebrate our differences while connecting us through shared experiences. Through project-based funding, the program supports public engagement with, and access to, various forms of art across the nation, the creation of art, learning the arts at all stages of life, and the integration of the arts into the fabric of community life. The "Folk and Traditional Arts" subprogram is rooted in and reflective of the cultural life of a community. Community members may share a common ethnic heritage, cultural mores, language, religion, occupation, or geographic region. These vital and constantly reinvigorated artistic traditions are shaped by values and standards of excellence that are passed from generation to generation, most often within family and community, through demonstration, conversation, and practice.

Consideration to Authorize the Acceptance of the California Arts Council and the National Endowment for the Arts Grants for the Mariachi Master Apprentice Program and Adopt a Resolution Appropriating the Funds

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The City was awarded a Grants for Arts Projects in the amount of \$55,000 for FY 2023-2024 that will run through September 30, 2024. This grant generally ranges from \$10,000 to \$100,000 and support the creation of art that meets the highest standards of excellence, public engagement with diverse and excellent art, lifelong learning in the arts, and the strengthening of communities through the arts. The San Fernando MMAP project generally receives an average of \$50,000 per year in NEA funding and has received over \$1 million since the program's inception. Grant funds pay for artist instructor fees, travel to conferences, and project support.

California Arts Council (CAC) Impact Project Grant.

The CAC "Impact Project Grant" intends to support collaborative projects that center artists and artistic practice in responding to issues facing California at this time, including the pervasive social, political, and economic inequalities experienced by those communities most vulnerable to, and adversely affected by, the COVID-19 pandemic. This program prioritizes local artists and forms of arts and cultural expression that are unique to, and/or historically rooted in, the specific communities to be served.

The Impact Project Grant supports arts organizations for collaborations between local artist(s) (Mariachi Los Camperos) and community members (MMAP) to develop and express their own creative and artistic goals and address a community-defined need.

The City was awarded an Impact Project Grant in the amount of \$25,000 for FY 2023-2024 that will run through September 30, 2024. Usually, the CAC grant program requires a dollar-for-dollar match with non-state funds. Historically, the City has matched the CAC awards with General Funds and Federal NEA funds. Although the Impact Project Grant does not have a match requirement, staff recommends that the City continue supporting the MMAP with the annual allocation to the program through the Budget process.

BUDGET IMPACT:

Sources of MMAP Funding.

The proposed Budget for MMAP in FY 2023-2024 is approximately \$145,000. The NEA grant provides funding to support 38% of all program costs, while the CAC grant supports 17% of the cost. The Source of MMAP funding table lists all funding sources for the program.

Source of MMAP Funding		
NEA Grant	\$55,000	38%
CAC- State	\$25,000	17%
Donations/Honorariums	\$13,000	9%
City of San Fernando	\$15,000	10%

Consideration to Authorize the Acceptance of the California Arts Council and the National Endowment for the Arts Grants for the Mariachi Master Apprentice Program and Adopt a Resolution Appropriating the Funds

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In Kind	\$37,000	26%
Total Project Budget	\$145,000	100%

The grant disbursement timeline for the CA will be for the FY 2023-2024 (Grant Activity Period October 1, 2023 – September 30, 2024).

CONCLUSION:

It is recommended that the City Council authorize the City Manager to accept the grant funds, execute all related grant documents, and amend FY 2023-2024 revenue and expenditure budgets to appropriate the grant funds.

ATTACHMENTS:

- A. California Arts Council Award Letter
- B. National Endowment Official Notice of Action
- C. Resolution No. 8282



Strengthening arts, culture,
and creative expression as the
tools to cultivate a better
California for all.

Gavin Newsom, **Governor**
Jonathan Moscone, **Executive Director**
2750 Gateway Oaks Drive, Suite 300, Sacramento CA 95833
(916) 322-6555 | www.arts.ca.gov

September 21, 2023
Application ID: **PRJ-23-20595**

Virginia Diediker
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Virginia,

Congratulations!

I am pleased to inform you that the California Arts Council awarded **City of San Fernando** a **Impact Projects** program grant for application **PRJ-23-20595**. The award amount is **\$25,000**. We are honored to support you, and we look forward to working with you. Your work plays an important role as we continue to demonstrate the power of the arts throughout the state of California.

We invite you to participate in a coordinated announcement in the following weeks, with a specified date soon to be determined. With this in mind, **we respectfully request that you delay any public acknowledgement of your grant award until that time**, such as to the press, on social media, on your website, or in a newsletter, etc. Our Public Affairs staff will be in contact with you directly in the days prior to our announcement with a template press release, social media tools, and further instructions on how to participate.

Thank you for all you do to advance culture, creativity, and the arts in your community. We wish you the best of luck and much success in your work.

Sincerely,

Jonathan Moscone
Executive Director
California Arts Council

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

Action Taken: Award**Date of Action:** 3/1/2023**Award Date:** 3/1/2023**FEDERAL AWARD INFORMATION**

Federal Award ID Number (FAIN)	1904913-62-23
Award Recipient	City of San Fernando, California
Award Recipient Unique Entity Identifier	
Period of Performance	10/1/2023 - 9/30/2024
Budget Period	10/1/2023 - 9/30/2024
Assistance Listing Number/Title	45.024 Promotion of the Arts_Grants to Organizations and Individuals
Does the award support Research & Development?	No
Award Description	Purpose: To support the Mariachi Master Apprentice Program.
Grant Program and Office	Grants for Arts Projects, Local Arts Agencies

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$55,000.00
Total Amount of Federal Funds Obligated	\$55,000.00
Total Amount of the Federal Award	\$55,000.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Mr. Nick Kimball nkimball@sfcity.org
Grant Administrator	Ms. Maria Calleros mcalleros@sfcity.org
Project Director	Mr. Julian Venegas jvenegas@sfcity.org

REMARKS

1. COST SHARE: A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the *Terms and Conditions/Important Information* document (20 USC § 954(e)).

2. The National Endowment for the Arts provides this award support pursuant to 20 USC §954-955.

3. ACCEPTANCE OF AWARD: Submission of a *Payment Request* constitutes your agreement to comply with all the terms and conditions of the award and indicates your acceptance of this award.

4. GENERAL TERMS AND CONDITIONS: This award is subject to the *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. **You are responsible for reviewing these GTCs; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts support for your project.**

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the *Terms and Conditions/Important Information*, and the GTCs (as noted above).

The GTCs implements *Title 2 of the Code of Federal Regulations* (2 CFR) including *Subtitle A-Office of Management and Budget Guidance for Grants and Agreements* and *Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance, or Part 200), as revised August 13, 2020.

5. HOW TO MANAGE YOUR AWARD AND eGMS REACH HANDBOOK: The *How to Manage Your National Endowment for the Arts Award and eGMS REACH Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

6. All material can be found on our website at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>.

7. CONTACT INFORMATION: Email: grants@arts.gov | Phone (202) 682-5403.

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

AWARDING OFFICIAL



Meg Kowalik
Lead Grants Management Specialist

RESOLUTION NO. 8282

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024
ADOPTED ON JANUARY 16, 2024, REGARDING ALLOCATION OF FUNDS
FOR THE CALIFORNIA ARTS COUNCIL AND THE NATIONAL ENDOWMENT
FOR THE ARTS GRANTS FOR THE MARIACHI MASTER APPRENTICE 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 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:

MARIACHI MASTER APPRENTICE PROGRAM (MMAP)

Increase in Revenues	<u>\$80,000</u>
Account No. 108-3697-3694	\$25,000
Account No. 109-3697-3614	\$55,000

Increase in Expenditures	<u>\$80,000</u>
Account No. 108-424-3694-4260	\$25,000
Account No. 109-424-3614-4260	\$55,000

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 16th day of January, 2024.

ATTEST:

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

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8282 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 16th day of January, 2024, 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 _____ of January, 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: January 16, 2024

Subject: A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public input, introduce for first reading, in title only, and waive further reading of Ordinance No. 1721 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy governing the use of military equipment pursuant to Assembly Bill (AB) 481;" and
- c. Approve the 2023 Annual Military Equipment Report (Attachment "B").

BACKGROUND:

1. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481") relating to the use of "military equipment" by law enforcement agencies in California.
2. On April 27, 2022, the San Fernando Police Department (SFPD) posted the proposed military equipment policy on the City's website as part of a 30-day public review period prior to any public hearing as part of the transparency process to solicit public feedback, pursuant to AB 481.
3. On June 1, 2022, the SFPD presented the proposed military equipment policy to the Transportation and Public Safety Commission.
4. On July 5, 2022, a public hearing was held to consider adopting an ordinance approving the proposed military equipment policy, governing the use of military equipment. There were no

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report
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public comments submitted, and the City Council voted unanimously to approve introduction for first reading, in title only, and waive further reading of Ordinance No. 1711 titled, “An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy governing the use of military equipment pursuant to Assembly Bill 481.”

5. On July 18, 2022, City Council adopted Ordinance No. 1711, “An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy, governing the use of military equipment pursuant to Assembly Bill 481” as it was introduced on July 5, 2022 and waived further reading of the ordinance.
6. On December 15, 2023, SFPD’s Annual Military Equipment Use Report was posted on the City’s website for public comment, in accordance with AB 481.
7. On January 4, 2024, the SFPD held a community engagement hearing during the Transportation and Public Safety Commission. The SFPD provided a presentation summarizing the 2023 Annual Military Equipment Report and Policy update and provided an opportunity for public comment and questions. Notice of these public presentations were posted on the City’s website and publicized by the Department and City via agency social media accounts.

ANALYSIS:

AB 481 is designed to enhance transparency, oversight, and public involvement in the decision-making processes related to the funding, acquisition, and utilization of military equipment by California law enforcement agencies. AB 481 requires that the SFPD report annually on the inventory, procurement, use, and misuse of covered military equipment items. The 2023 Annual Military Equipment Report also includes a description of new military equipment for which the SFPD seeks City Council approval for acquisition and funding. AB 481 requires law enforcement agencies to post policies on military equipment for a 30-day period for public review prior to a public hearing to adopt the policy. Additionally, AB 481 mandates annual reporting on the military equipment outlined in the policy and requires at least one well publicized and conveniently located annual community engagement meeting to discuss the findings presented in the annual report.

AB 481 Annual Reporting Requirements (Government Code 7072).

AB 481 establishes annual reporting requirements within Government Code 7072. The SFPD’s Military Use Policy Annual Report to the City Council requires reporting of each type of equipment used within the year and annual reporting thereafter. The annual report requires the following:

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report
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- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The SFPD is committed to placing the community's safety first by using various public safety tools and equipment that have been proven effective in enhancing safety. To that end, a number of items defined by AB 481 as military equipment, as outlined below, are currently utilized by the SFPD and many agencies throughout Los Angeles County. These items provide officers with critical tools and the ability to safely resolve dynamic and volatile situations that may otherwise rise to the level of a lethal encounter. These tools and equipment, combined with the current departmental military equipment policy, are a key component to facilitating compliance with the SFPD's Use of Force Policy.

It is important to understand that the term "military equipment" as used within AB 481 does not necessarily indicate equipment that has been used or provided by the military. In fact, the SFPD does not have any equipment currently in use that has been obtained from the military or its Federal 1033 program, which provides surplus equipment to law enforcement.

AB 481 Definition of Military Equipment (Government Code 7070).

AB 481 has created Government Code 7070 to designate the following 15 categories of items as military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
3. High Mobility Multipurpose Wheeled Vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. Unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report
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7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. Items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. Standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. Standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40 mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

SFPD is currently in possession of items in Categories 10, 11, 12 and 14 from the aforementioned list. The current policy authorizes the SFPD to use the equipment that was listed in the Military Equipment Inventory (Attachment "B," Section 706.4) at time of adoption only. Future equipment identified as military equipment, but not included in the current policy will require prior City Council approval before it can be purchased or deployed by the SFPD.

The Military Equipment Use Policy and the attached 2023 Annual Military Equipment Report (as summarized below) were developed in consultation with the City Attorney's Office, who reviewed and approved the documents as to content and form prior to release on the City's website.

AB 481 Approval of the Military Equipment Use Policy (Government Code 7071).

California Government Code Section 7071(d)(1) states the following:

"The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

- (A) *The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.*

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report
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Response: The items identified in the current policy and currently possessed by the SFPD are industry standard equipment that serve a unique and specific purpose. To staff's knowledge, no viable alternative equipment currently exists to achieve the respective objectives of this equipment.

(B) The current military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

Response: The military equipment in the current policy and currently possessed by the SFPD will safeguard the public's welfare, safety, and civil rights by ensuring that San Fernando Police Officers have the proper equipment to appropriately respond to violent and/or unusual incidents (e.g. active shooters) or incidents involving large and riotous/unruly crowds (e.g. civil unrest).

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Response: The military equipment identified in the current policy complied with the City's purchasing policy and was cost effective at the time of purchase as it was procured through a competitive process. The SFPD is not currently seeking to purchase any additional equipment as outlined in Assembly Bill 481.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance."

Response: All prior military equipment use complied with the City's policies that were in effect at the time. Additionally, all items currently in possession of the SFPD have been approved during the associated budgetary periods commensurate with the items purchased.

AB 481 Funding, Acquisition and Use of Military Equipment (Government Code 7071).

In accordance with California Government Code Section 7071(a)(1), the adoption of a Military Equipment Use Policy by ordinance, allows the SFPD, with the approval from City Council, to do the following:

- (A) Request military equipment identified in the Policy and made available pursuant to Section 2576a of Title 10 of the United States Code.
- (B) Seek funds for military equipment identified in the Policy, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report
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- (C) Acquire military equipment identified in the Policy, either permanently or temporarily, including by borrowing or leasing.
- (D) Collaborate with another law enforcement agency in the deployment or other use of military equipment identified in the Policy within the territorial jurisdiction of the governing body.
- (E) Use any new or existing military equipment identified in the Policy for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
- (F) Solicit or respond to a proposal for, or enter into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment identified in the Policy.
- (G) Acquire military equipment identified in the Policy through any means not provided by this paragraph.

SFPD's 2023 Annual Military Equipment Report contains the following information:

1. A description of the SFPD's specialized firearms and ammunitions including a quantity, capabilities, and purchase cost;
2. A summary of the purpose of the equipment;
3. A description of who is authorized to use the equipment;
4. The expected life span of the equipment;
5. The annual cost to maintain the equipment;
6. Training required to use the equipment;
7. The legal and procedural rules for using the equipment; and
8. A summary of complaints or concerns about the equipment, the results of any internal audits, and information about any violations of the use policy.

As provided in the 2023 Annual Military Equipment Report:

- (1) *Complaints or Concerns:* There were no annual complaints or concerns reported on the use of the equipment in this Policy.
- (2) *Internal Audit:* The SFPD conducted an internal audit and determined that there were no violation(s) of the Policy.
- (3) *Intention to Purchase Additional Equipment:* The SFPD does not intend to purchase any equipment in 2024.

Public Notification and Review.

A Notice of Public Hearing (Attachment "D") was published in the *San Fernando Valley Sun Newspaper* and notification posted at the front entrance of City Hall on October 5, 2023. The SFPD released the 2023 Annual Military Equipment Report to the community via its webpage on December 15, 2023.

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report
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BUDGET IMPACT:

There is no budget impact associated with approval of this ordinance. Military equipment identified in the Policy is purchased through the SFPD's annual operating budget as adopted by the City Council.

CONCLUSION:

It is recommended that the City Council adopt Ordinance No. 1721 approving the Military Equipment Policy governing the use of military equipment pursuant to Assembly Bill 481; and approve the 2023 Annual Military Equipment Report.

ATTACHMENT:

- A. Ordinance No. 1721, including:
 - Exhibit "A": San Fernando Police Department Military Equipment Policy
- B. 2023 Annual Military Equipment Report
- C. Text of California Assembly Bill 481
- D. Public Hearing Notice

ORDINANCE NO. 1721

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ADOPTING A MILITARY EQUIPMENT POLICY GOVERNING
THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481**

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 became effective January 1, 2022, and is codified at Sections 7070 through 7075 of Chapter 12.8 to Division 7 of Title 1 of the California Government Code; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, the term "military equipment" is defined in California Government Code Section 7070; and

WHEREAS, AB 481 requires, among other things, that a law enforcement agency obtain approval of the governing body, by an ordinance adopting a military equipment use policy that includes a description of the equipment, quantity, capabilities, expected lifespan, purposes and authorized uses, fiscal impact, legal and procedural rules governing authorized uses, required training, and mechanisms to ensure compliance with the agency's use policy, prior to taking certain actions relating to the funding, acquisition or use of military equipment, including military equipment acquired prior to January 1, 2022; and

WHEREAS, the San Fernando Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481; and

WHEREAS, the San Fernando Police Department has prepared a proposed Military Equipment Policy, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, pursuant to Government Code section 7071(a)(2), if seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, the San Fernando Police Department was obligated to, and has met the requirement, of commencing a City Council approval process for the Military Equipment Policy no later than December 16, 2023; and

WHEREAS, the San Fernando Police Department made the proposed Military Equipment Policy available on the Police Department's website for at least 30 days prior to the first public meeting concerning the proposed Military Equipment Policy on January 16, 2024; and

WHEREAS, as required by AB 481, the City Council determines as follows:

- (a) the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and
- (b) the proposed Military Equipment Policy will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and
- (c) the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
- (d) prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, as further required by Government Code section 7071(a)(2), if the City Council does not approve the continuing use of military equipment, including by adoption pursuant to a Military Equipment Policy, within 180 days of submission of the proposed Military Equipment Policy to City Council, the San Fernando Police Department shall cease its use of the military equipment until it receives the approval of City Council in accordance with this Ordinance; and

WHEREAS, the Military Equipment Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

WHEREAS, the City Council of the City of San Fernando, having received the information required under AB 481 regarding the San Fernando Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Approval of Military Equipment Policy. The City Council, having received the information required under AB 481 regarding the San Fernando Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby approves the Military Equipment Policy attached hereto as Exhibit "A." The Military Equipment Policy shall govern the approval, acquisition, use and reporting of military equipment by the San Fernando Police Department.

SECTION 3. CEQA. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 4. Uncodified Ordinance. This Ordinance shall not be codified in the San Fernando Municipal Code unless and until the City Council so ordains.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 7. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this _____ day of _____, 2024.

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. 1721 which was introduced on the 16th day of January, 2024, 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 _____, 2024.

Julia Fritz, City Clerk

Policy
706San Fernando Police Department
San Fernando PD Policy Manual

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
3. High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
4. Tracked armored vehicles that provide ballistic protection to their occupants.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
8. Firearms of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
9. Ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
10. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. Noise-flash diversionary devices and explosive breaching tools or munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
13. TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
14. Kinetic energy weapons and munitions.

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15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the San Fernando Police Department that employees of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate an employee of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of San Fernando Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

Heckler & Koch 9mm submachine guns

40mm Less Lethal Launcher

40mm Exact Impact Sponge Round

40mm Spede-heat long range Chlorobenzaldehyde Malononitrile (CS) Tear Gas Munition

40mm Ferret CS Munition

40mm Bean Bag Munition

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12 gauge Shotgun Less Lethal Bean Bag Munition

12 gauge Shotgun Ferret CS Munition

Pepperball launcher

Pepperball CS Munition

Unmanned aerial vehicle (drone)

Colt M4 Carbine Full Auto.223 Caliber Capability

For specific detail, see the following attachment: See attachment: Military Equipment Policy Final.pdf

The attachment referred to in policy section 706.4 above provides detail related to the description of each category of equipment/supply, quantity, capability, expiration date, purpose, product description, cost impact and policy reference for use. Less lethal weapon training shall be completed in compliance with policy section 304, Control Devices and Techniques. Training shall be provided by POST-certified less lethal instructors in compliance with approved POST-certified course outlines for less lethal weapons. Training for the M-4 rifle and submachine gun will be provided by POST-certified rifle and submachine gun instructors following POST-certified course outlines. All drone (unmanned aerial vehicle) operators will be certified in the Part 107 pilot course as required by the FAA.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

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- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

It will be the practice of the Department to replace damaged equipment in order to maintain the equipment levels as specified in policy section 706.4 above. As equipment is deployed or utilized in compliance with this policy or if such equipment exhausts its useful life, the Department will replace that equipment. The Department will endeavor to maintain supplies of equipment at 50% of supply levels as established in the attachment referred to in policy section 706.4 above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any employee of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department or operating in a law enforcement capacity in conjunction with this Department shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. Any complaints regarding the use of equipment or to express support for equipment use may be submitted as outlined in Policy 1009 - Personnel Complaints.



2023

Annual Military Equipment Report

SAN FERNANDO POLICE DEPARTMENT

Military Equipment Use AB 481 Compliance Requirements:

- Approval of the Military Use Policy (Completed 2022, Policy 706)
- Publishing the Policy (Completed 2022)
- Annual Report (see below)

Annual Report Description:

Assembly Bill 481 requires the police department report annually on the inventory, procurement, use, and misuse of covered military equipment items. The annual report also includes a description of new military equipment for which the police department seeks City Council approval for acquisition and funding.

Per AB 481, the annual report must include the following:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

San Fernando Ordinance No. 1711 Military Equipment Policy

As required by AB 481, the San Fernando City Council reviewed this section as an ordinance to approve a military equipment use policy. The City Council's approval shall remain effective for a period of one-year, which approval may be revoked, extended, renewed, modified or amended by ordinance of the City Council. Within a year of the initial approval, and at least annually thereafter, the City Council will review this Ordinance. The City Council may, by ordinance, make amendments, modifications or revisions to the military equipment use policy adopted by the San Fernando Police Department. The ordinance must be reviewed and renewed annually.

A. The City Council has made the following determinations:

1. The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The proposed military equipment use policy (SFPD Policy 706) will safeguard the public welfare, safety, civil rights and civil liberties (said Policy is attached hereto as Exhibit “A” and incorporated by this reference).
3. The equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any).
4. Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Equipment Usage for 2023:

The equipment was not used during training situations or in the field in 2023.

Summary of Complaints for 2023:

The Department did not receive any complaints concerning military equipment from January through December 2023.

Violations of Policy 706:

An internal review revealed no violations of Policy 706, during 2023.

Total Annual Cost for Military Equipment:

In 2023, the Department range staff spent approximately 20 hours maintaining its inventory of Colt AR-15 patrol rifles. No new or replacement equipment was required during this period. The estimated cost for the maintenance of the military equipment in the current inventory is \$2000. This includes the cost of cleaning supplies, and the staff time to conduct inspections, maintenance, and repairs on the equipment.

REPLACEMENT MILITARY EQUIPMENT INVENTORY LIST:

1. Tear Gas/Chemical Munitions (Category 12)

Description:

Chemical agent munitions, commonly called “tear gas,” are used as a non-lethal option/tool to disperse rioting subjects/barricaded suspects per San Fernando Police Department Policy and applicable law. Generally, chemical agents can be used to dislodge a suspect from a location with the least possible danger to the community, police, and suspect during high-risk tactical incidents. Chemical agents can prevent an armed suspect from accurately firing at the community and/or officers. They can also be used in limited instances during civil unrest when objectively reasonable to defend against a threat to life or serious bodily injury to any individual, including the officer, or bring a dangerous and unlawful situation safely and effectively under control.

CS (Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to possess (2.5 oz. or less) legally. OC is an inflammatory agent that causes involuntary eye closure (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals.

Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained.

Vicious animals.

Training exercises or approved demonstrations.

Non-lethal force.

Authorized Use:

Only officers who have received POST certification or manufacturer-specific training in the use of chemical agents are authorized to use chemical agents and, in a manner, consistent with the Department Policy and Training.

Expected Lifespan:

All munitions lifespan is 5 years from the date of manufacture.

Fiscal Impact:

Initial cost of \$1500 per munition category. The fiscal impact of the chemical munitions is between \$0 – \$2000 annually, depending on usage.

Training:

Officers utilizing chemical agents must be certified by a chemical agent instructor. Additionally, officers will receive ongoing in-service training.

Legal and Procedural Rules:

Use is established in the Department Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

Total Purchase Cost:

a. CS Direct Impact 40mm Munition (50)

- i. Acquisition Cost: \$1,550
- ii. Estimated Annual Cost: \$0-\$1,550
- iii. Actual Annual Operating Cost: \$0

b. CS Spede-Heat Long Range 40mm Munitions (40)

- i. Acquisition Cost: \$885
- ii. Estimated Annual Cost: 0-\$885
- iii. Actual Annual Operating Cost: \$0

c. CS Ferret 40mm Munitions (20)

- i. Acquisition Cost: \$400

ii. Estimated Annual Cost: \$0-\$400

iii. Actual Annual Operating Cost: \$0

d. CS Muzzle Blast 40mm Munitions (10)

i. Acquisition Cost: \$270

ii. Estimated Annual Cost: \$0-\$270

iii. Actual Annual Operating Cost: \$0

e. CS Liquid Ferret 12 Gauge (100)

i. Acquisition Cost: \$600

ii. Estimated Annual Cost: \$0-\$600

iii. Actual Annual Operating Cost: \$0

f. OC Liquid Ferret 12 Gauge (100)

i. Acquisition Cost: \$600

ii. Estimated Annual Cost: \$0-\$600

iii. Actual Annual Operating Cost: \$0

g. CS Stinger Grenades (20)

i. Acquisition Cost: \$810

ii. Estimated Annual Cost: \$0-\$810

iii. Actual Annual Operating Cost: \$0

2. PepperBall Launcher and Projectiles

Description:

PepperBall Variable Kinetic System Carbine Launcher, further described as a device that uses high pressure air to deliver PAVA powder projectiles (like a paint ball delivery

system Capabilities: System capable of launching projectiles at a subject up to 60 feet. System capable of area saturation up to 150 feet. Non-lethal option to offer law enforcement officers to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter. De-Escalation tool used to avoid further injuries or lethal options on a subject. IV. Purchase Cost: \$899.00 each b) Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate the PepperBall Variable Kinetic System Carbine Launcher. d) Expected Life Span: No expiration. e) Fiscal Impact: No fiscal impact other than initial purchase.

Purpose:

This Department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation. Refer to Use of Force policy (Policy 304.7.2).

Authorized Use:

Only officers who have received POST certification or manufacturer-specific training in the use of chemical agents are authorized to use chemical agents and, in a manner, consistent with the Department Policy and Training.

Expected Lifespan:

All munitions lifespan is 5 years from the date of manufacture.

Fiscal Impact:

Initial cost of \$1500 per munition category. The fiscal impact of the chemical munitions is between \$0 – \$2000 annually, depending on usage.

Training:

Officers utilizing chemical agents must be certified by a chemical agent instructor. Additionally, officers will receive ongoing in-service training.

Legal and Procedural Rules:

Use is established in the Department Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

The Police Department possesses the following pepperball launcher equipment:

a. PepperBall Launcher (6)

- i. Acquisition Cost: \$7,500
- ii. Estimated Annual Cost: \$0-\$2,000
- iii. Actual Annual Operating Cost: \$0

b. PepperBall Live Projectile (3,000)

- i. Acquisition Cost: \$6,824
- ii. Estimated Annual Cost: \$0-\$6,824
- iii. Actual Annual Operating Cost: \$0

3. Projectile Launcher Platforms and Associated Munitions

Description:

Defensive Technology 40mm Single Shot Launcher (model 1327), further described as a Less-Lethal system, not a firearm, that uses smokeless powder to deliver 40mm projectiles from a safe distance.

Purpose:

This Department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation. Refer to Use of Force policy (Policy 300) and Kinetic Energy Projectile Devices policy (Policy 304.9).

Authorized Use:

Only Department personnel who have successfully completed a Department-approved training course in the proper use and deployment of Kinetic Energy Weapons are authorized to deploy them during operations.

Expected Lifespan:

No expiration

Fiscal Impact:

No fiscal impact other than initial purchase of launchers.

Training:

Officers utilizing kinetic energy projectiles must be certified by a kinetic energy weapon instructor. Additionally, officers will receive ongoing in-service training.

Legal and Procedural Rules:

Use is established in the Department Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize kinetic energy projectiles only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

The Police Department possesses the following projectile launcher equipment:

- a. Tactical 40mm Single Shot Launcher (8)
 - i. Acquisition Cost: \$10,000
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- b. Multiple Shot 4mm Tactical 4-Shot Launcher (2)
 - i. Acquisition Cost: \$4,000
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- c. Bean Bag Shotgun (8)
 - i. Acquisition Cost: \$8,000
 - ii. Estimated Annual Cost: \$0-\$1,000
 - iii. Actual Annual Operating Cost: \$0
- d. Exact Impact 4mm Sponge Munition (250)
 - i. Acquisition Cost: \$4,800
 - ii. Estimated Annual Cost: \$0-\$4,800
 - iii. Actual Annual Operating Cost: \$0
- e. Bean Bag 4mm Munition (80)

- i. Acquisition Cost: \$2,000
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- f. Stinger 4mm 60-Caliber Munition (50)
 - i. Acquisition: \$1,500
 - ii. Estimated Annual Cost: \$0-\$1,500
 - iii. Actual Annual Operating Cost: \$0
- g. Bean Bag 12 Gauge Munition (800)
 - i. Acquisition Cost: \$4,000
 - ii. Estimated Annual Cost: \$0-\$4,000
 - iii. Actual Annual Operating Cost: \$0
- h. Rubber Ball Stinger 12 Gauge (60)
 - i. Acquisition Cost: \$360
 - ii. Estimated Annual Cost: \$0-\$360.
 - iii. Actual Annual Operating Cost: \$0

Although deployed as an option during certain occasions, none of the aforementioned equipment was actually used during the period of January 2023 through December 14, 2023. The Police Department is providing this disclosure pursuant to the requirements of AB 481. In addition, the Police Department has not received any complaints or concerns about the aforementioned equipment. Nor does the Police Department foresee the acquisition of any additional military equipment at this time.

BUDGET IMPACT:

There is no budget impact associated with receiving this informational report and providing comment to the City Council.

CONCLUSION:

It is recommended that the City Council accept the AB 481 Approval of the Military Equipment use Policy Annual Report.

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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Your Return Mailing Address

Name: **San Fernando Sun**
Address: **1150 San Fernando Road, Suite 100**
City: **San Fernando** State **CA** Zip Code: **91340**

Proof of Publication –

(2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

The undersigned says:

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years; and I am not a party to or interested in the notice published. I am the chief legal advertising clerk of the publisher of the

San Fernando Valley Sun

a newspaper of general circulation, printed and published weekly in the San Fernando Valley, in the County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California,

Under the date of 8-16, 1945

Case Number 503894

that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement There of on the following dates, to-wit:

10/5/2023

all in the year 2023. I certify (or declare) under penalty of perjury that the foregoing is true and correct. Dated at San Fernando California, on this 5th day of **October, 2023**

Signature,



Erica Ramos
SAN FERNANDO VALLEY SUN
1150 SAN FERNANDO ROAD, SUITE 100
SAN FERNANDO, CA 91340

NOTICE OF PUBLIC HEARING

CITY OF SAN FERNANDO CITY COUNCIL TO CONSIDER APPROVING THE ADOPTION OF AN ORDINANCE APPROVING A MILITARY USE EQUIPMENT POLICY, AS REQUIRED BY ASSEMBLY BILL 481 (AB 481)

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando will hold a Public Hearing for the consideration and a first reading to adopt an ordinance to approve a Military Use Equipment Policy ("Policy") as required by Assembly Bill 481 ("AB 481").

DATE & TIME HEARING: November 6, 2023, 6:00 P.M., or as soon thereafter as possible

HEARING LOCATION: City Hall Council Chambers, 117 Macneil Street, San Fernando

PROPOSAL: The City Council of the City of San Fernando will conduct a public hearing on Monday, November 6, 2023, at 6:00 p.m. to consider adopting an ordinance approving the Military Use Equipment Policy as required by AB 481. AB 481 was signed into law on September 30, 2021, and requires law enforcement agencies, including San Fernando Police Department, to adopt a Policy in order to take actions relating to the funding, acquisition, or use of military equipment as that term is defined by state law. The City's proposed Policy is available for review at: <https://ci.san-fernando.ca.us/police/military-equipment>.

In order to approve the Policy, the City Council must find that the military equipment identified in the Policy is necessary; will safeguard the public's welfare, safety, civil rights and civil liberties; and that any purchases of military equipment is reasonably cost effective. If adopted, the Policy will be reviewed annually by City Council, and an annual military equipment report will be prepared for and reviewed by City Council. The City Council staff report and other information will be available on Friday, November 3, 2023 before 12 p.m., and will be posted on the City's website <https://ci.san-fernando.ca.us/city-council/agenda-minutes-audio>. If you have any questions, please contact Peter Aguirre, Acting Police Lieutenant, at paguirre@sfcity.org or call (818) 898-1200. The City of San Fernando strongly encourages your participation. Interested members of the public may provide comments regarding the proposed Military Equipment Policy during the public hearing on this matter. Additionally, public comments may be submitted via email to cityclerk@sfcity.org, or mailed to City Clerk Office, 117 N Macneil Street, San Fernando, CA 91340 and received by the date and close of the public hearing.

Date this 5th day of October, 2023

City of San Fernando, California

/s/Julia Fritz, City Clerk

Publish: 10/5/2023

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Maribel Perez, Recreation and Community Services Supervisor

Date: January 16, 2024

Subject: Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the final design for the Pioneer Park Playground Renovation Project;
- b. Approve a first amendment to the Contract Services Agreement with Great Western Recreation (Attachment "A" - Contract No. 2196(a)) to increase the not to exceed amount that includes any additional cost for the selected playground design option and extend the contract term through June 30, 2024; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On September 18, 2023, the City Council awarded a Contract Services Agreement to Great Western Recreation for the Pioneer Park Playground Renovation Project (Contract No. 2196). The City Council directed staff to conduct community engagement to receive input from the community on the desired aspects of the project. Staff indicated that a series of community engagement meetings were planned to gather input and ideas from the community, which would be incorporated into the final playground design.
2. On September 30, 2023, staff hosted the first of three community meetings to gather feedback with the aid of Pacoima Beautiful, who canvassed the Pioneer Park neighborhood and tabled at the park. This meeting was held at 10:00 am on a Saturday to allow working residents the opportunity to attend. Six individuals participated in this meeting.

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

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3. On October 12, 2023, a second public meeting was held in conjunction with the regular Parks, Wellness, and Recreation Commission (PWRC) meeting. This provided the public and the PWRC, the opportunity to review and provide feedback on the proposed design. In addition to the PWRC recommendations, two comments were provided by members of the public.
4. On October 26, 2023, the final community meeting was held at the Pioneer Park Puig House. Three individuals attended and no new feedback that had not already been discussed was provided.
5. On November 9, 2023, staff presented two additional playground designs to the PWRC, which incorporated the ideas gathered from the community. The PWRC considered all optional design elements put forth by residents and concurred that the most important design element that should be considered was additional shading for the playground.
6. On December 4, 2023, staff presented all design options to the City Council for final approval. The City Council considered the feedback collected from the community engagement meetings, as well as the recommendations from the PWRC, and directed staff to return with a final design option that focused on maximum shade coverage with fewer gaps for sunlight to get through.

ANALYSIS:

The Pioneer Park Playground Renovation project aims to revitalize the existing playground area, making it a safer, more engaging, and inclusive space for the community. The design focuses on creating a multifunctional and aesthetically pleasing environment that encourages physical activity, imaginative play and social interaction. Key features of the renovation include age appropriate equipment, inclusive play structures, musical elements and shade coverage.

The playground design has undergone considerable review beginning with the residents through the community engagement process, followed by review from the PWRC who then provided their recommendations for City Council consideration. On December 4, 2023, staff presented the City Council with a report outlining the results of the three community engagement meetings and the PWRC's recommendations. In addition to the original design, the report presented two additional designs that were developed based on the feedback that was received through the community engagement process. The three Design Options that were presented on December 4, 2023, are as follows:

- Design Option No. 6 (Attachment "B") – Original Design;
- Design Option No. 4 (Attachment "C") – Shade Built-in to All Apparatus; and
- Design Option No. 5 (Attachment "D") –Shade Sails.

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

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Design Option No. 6 (Original Design) provides the least playground shade coverage with only small shade canopies incorporated into the two large play apparatus. There is minimal shade coverage in the playground area.

Design Option No. 4 (Shade Built-in to All Apparatus) provides more shade coverage as larger shade covers are incorporated into the three large play apparatus and exercise equipment. There is shade coverage on most play apparatus' but minimal shade coverage in the playground area.

Design Option No. 5 (Shade Sails) provides the most shade coverage of the Design Options presented on December 4, 2023. There are shade sails covering the four large play apparatus as well as shade sails covering the area with exercise equipment. There is some shade coverage in the playground area surrounding the slide and jungle gym play apparatus.

In response to City Council discussion and direction on December 4, 2023, Great Western included a fourth design, Design Option No. 7 (Attachment "E"), which provides the most robust canopy installation, covering the majority of the playground area and minimizing the gaps in between the shade sails. Installation of this Design Option will require 12 columns at different heights varying from eight to 19 feet high from which five separate custom shade sails will be attached to provide optimal coverage.

Maintenance Costs.

Each of the Design Options that includes a shade sail option will require additional ongoing maintenance. Great Western reports a life expectancy of 10 to 15 years for the shade sails with proper care and maintenance which includes:

- Regular cleaning;
- Addressing stains and mold as soon as possible;
- Avoiding harsh chemicals and abrasive cleaning tools;
- Inspecting hardware and connections;
- Monitoring tension and sagging of fabric;
- Trimming nearby vegetation (i.e., avoid debris, leaves and sap falling on to the sails);
- Removal and storage during harsh weather conditions; and
- Periodic inspections of equipment.

Great Western does not provide maintenance or periodic inspection of the shade structure once the project has been completed. The City would need to take care of the maintenance in-house or contract a professional cleaning service company to handle the regular maintenance. Given the life expectancy of the shade sail fabric, the City may need to replace the fabric at some point in time. Great Western estimates a cost of \$40,000 to \$50,000 to replace the custom shade sails, this includes equipment and installation. Staff plans to utilize the Measure A Maintenance and Servicing allocation to help offset the cost of maintaining and replacing the shade equipment.

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

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Costs by Design Option.

Additional funds need to be identified for the installation of all four options. A cost comparison of playground Design Option Nos. 6, 4, 5, and 7 in Table A below illustrates the funding gap for each of the designs. An itemized list of costs per design may be found in the design option Attachments “B”, “C”, “D” and “E,” respectively.

TABLE A: Pioneer Park Renovation Design Option Costs – Funding Gap			
Design/Construction	Cost	Available Design/ Construction Funding	Funding Gap
Option No. 6 (original + 2024 cost)	\$ 366,352	\$ 365,332	\$ 1,020
Option No. 4	\$ 446,447	\$ 365,332	\$ 81,115
Option No. 5	\$ 564,613	\$ 365,332	\$ 199,281
Option No. 7	\$ 620,293	\$ 365,332	\$ 254,961

To help bridge the gap, staff recommends reallocating the unspent ARPA funds in the amount of \$17,500 from the Layne Park Revitalization Project, which has been completed, to the Pioneer Park Playground renovation project. In addition to the reallocation, TreePeople has offered a Max Factor grant of \$25,000 towards the project and are requesting a plaque be placed near the renovated playground commemorating the late TreePeople CEO and Councilmember Cindy Montañez.

The Revised Funding Gap Table B below illustrates how the funding gap can be reduced by applying the reallocation from Layne Park and TreePeople’s Max Factor grant.

TABLE B: Pioneer Park Renovation Design Option Costs – Revised Funding Gap				
Design/Construction	Original Funding Gap	ARPA Reallocation	Max Factor Grant	Reduced Funding Gap
Option No. 6 (original + 2024 cost)	\$ 1,020	\$ 17,500	\$ 25,000	\$ 0
Option No. 4	\$ 81,115	\$ 17,500	\$ 25,000	\$ 38,615
Option No. 5	\$ 199,281	\$ 17,500	\$ 25,000	\$ 156,781
Option No. 7	\$ 254,961	\$ 17,500	\$ 25,000	\$ 212,461

Possible sources for closing the funding gap are included in the Budget Impact section of this Agenda Report.

Timeline.

Should the City Council select and approve a playground design at the January 16, 2024 City Council meeting, that will initiate a 15-week timetable for completing the Pioneer Park Playground Renovation Project. Fabrication of the equipment will take 10 weeks. The delivery and installation, including site preparation, demolition, etc. will take an additional four weeks.

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

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The final step will be the installation of the Pour-In-Place safety flooring which takes approximately one week. Barring any delays, the Pioneer Park Playground Renovation Project will be completed around the first week of May 2024.

BUDGET IMPACT:

Table C and Table D below list the funding sources and funding uses for the Pioneer Park Revitalization Project. The current cost for the Great Western Recreation Contract Services Agreement (Attachment “A”) is \$362,863 and the total costs of community engagement, through Pacoima Beautiful, is \$7,574.

Per the Funding Gap Revision, Table B above, Option No. 4 would require \$38,615, Option No. 5 would require \$156,781 and Option No. 7 would require \$212,461, in additional funding to complete the project. The original design, Option No. 6, would be completely funded by the current allocation in addition to the ARPA reallocation and TreePeople’s Max Factor grant.

Table C below provides the revised project budget pending approval to reallocate ARPA funds and accept the Max Factor grant through TreePeople. Table D shows the current uses for the funding and the deficit for each design option.

TABLE C: Funding Sources		
Fund	Account Number	Allocation
Original Funding Sources:		
State Per Capita Grant	010-3697-0671	\$ 192,905
LA County Measure A Grant	010-3697-3643	\$ 180,001
<i>Original Sources Total:</i>		<i>\$ 372,906</i>
Potential Additional Sources:		
Reallocated ARPA funds	(pending approval)	\$ 17,500
Max Factor Grant (through TreePeople)	(pending approval)	\$ 25,000
<i>Potential Additional Sources Total:</i>		<i>\$ 42,500</i>
Total Sources:		\$ 415,406

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

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TABLE D: Funding Uses		
Activity	Account Number	Cost/Deficit
Community Engagement	010-420-0671-4600	\$ 7,574
Design/Construction	010-423-3643-4600 010-420-0671-4600	\$ 365,332
Total Uses:		\$ 372,906
Design Options:		
Design Option No. 6	Total cost: \$ 366,351	\$ 1,020
Design Option No. 4	Total cost: \$ 446,447	\$ 81,115
Design Option No. 5	Total cost: \$ 564,613	\$ 199,281
Design Option No. 7	Total cost: \$ 620,293	\$ 254,961

The available sources of funding the project deficit are ARPA and General Fund Reserve Balance funds. The City received \$5,818,339 in total APRA funding, of which \$4,341,539 has been used or encumbered. Of the remaining balance of \$1,476,800, the City Council provided direction for \$1,050,000 to be used for additional programs/projects at the October 16, 2023 meeting with \$426,000 left for future uses to be determined.

The unaudited unallocated General Fund Reserve Balance is \$10,282,878.

Pending City Council approval and direction, staff will return with a budget resolution to reflect the increase needed to cover the funding gap for the selected design option.

CONCLUSION:

It is recommended that the City Council select and approve a final design for the Pioneer Park Playground Renovation Project, authorize a contract amendment to the original Contract Services Agreement Contract No. 2196 (Attachment "A") to increase the not to exceed amount that includes any addition cost for the selected playground design option; and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENTS:

- A. Contract No. 2196
- B. Playground Design Option 6
- C. Playground Design Option 4
- D. Playground Design Option 5
- E. Playground Design Option 7



2023

CONTRACT SERVICES AGREEMENT

(Contractor: Great Western Recreation)

(Nature of Engagement: Pioneer Park Playground Renovation Project)

(OMNIA Partners Cooperative Purchase Ref. No. 2017001134)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 18th day of September, 2023 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and GREAT WESTERN RECREATION (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

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

WHEREAS, CITY requires the design and installation of playground and outdoor exercise equipment for the Pioneer Park Playground Renovation Project; and

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

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

WHEREAS, CONTRACTOR is a distributor and installer playground equipment manufactured by Playcore Wisconsin, Inc. dba GameTime (hereinafter "GameTime"); and

WHEREAS, in response to an inquiry by CITY staff, CONTRACTOR submitted a proposal entitled "Pioneer Park Playground Option 2C", Reference No. 08-02-2023, Job #109417-01 (the "Contractor Proposal") for the purchase and installation of GameTime playground equipment purchased under a master cooperative agreement between the City of Charlotte, North Carolina and GameTime made through OMNIA Partners, a national public-sector cooperative purchasing clearinghouse, under OMNIA Partners Contract Reference No. 2017001134 (the "Master Cooperative Agreement Documents") (The Master Cooperative Agreement Documents are comprised of those documents found on the OMNIA Partners internet website at: <https://www.omniapartners.com/suppliers/gametime/public-sector/contract-documents#contract-168>; and

CONTRACT SERVICES AGREEMENT
Pioneer Park Playground Renovation Project
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CONTRACT NO. 2196

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council in accordance with Section 2-802 of the San Fernando Municipal Code at its Regular Meeting of September 18, 2023 under Agenda Item No. 7.

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

SECTION 1. SCOPE OF WORK.

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

1. The Contractor Proposal, as defined and described in the Recitals, which is attached and incorporated hereto as **Exhibit "A"**;
2. The Master Cooperative Agreement Documents, as defined and generally described in the Recitals, and which includes the following documents all found on the OMNIA Partners internet website at:
<https://www.omniapartners.com/suppliers/gametime/public-sector/contract-documents#contract-168> :
 - (i) The document entitled "Competitive Solicitation by the City of Charlotte, North Carolina for Playground Equipment, Outdoor Fitness Equipment, Site Accessors, Surfacing and Related Products and Services on behalf of itself and other Government Agencies and made available through the U.S. Communities Government Purchasing Alliance RFP #269-2017-028" dated January 25, 2017 inclusive of Addendum #1 dated February 10, 2017; Addendum #2 dated February 16, 2017; Addendum #3 dated February 20, 2017 (collectively the "Master RFP Documents"); and
 - (ii) That certain agreement between Playcore Wisconsin, Inc. d/b/a Game Time and the City of Charlotte, North Carolina dated July 1, 2017 and entitled "Contract to Provide Playground and Outdoor Fitness Equipment, Site Accessors, Surfacing, and Related Products and Services" as well as Contract Amendment #1 dated January 1, 2018; Contract Amendment #2 dated May 3, 2018; Contract Amendment #3 dated September 1, 2018; Contract Amendment #4 dated January 1, 2019; Contract Amendment #5 dated April 1, 2019; Contract Amendment #6 dated January 1, 2020; Contract Amendment #7 dated January 1, 2021; Contract Amendment #8 dated March 16, 2021; Contract Amendment #9 dated May 17, 2021; Contract Amendment #10 dated July 14, 2021; Contract Amendment # 11 dated December 1, 2021; Contract Amendment #12 dated July 1, 2022; Contract Amendment #13 dated December 5, 2022; and Contract Amendment #14 dated July 10, 2023 (collectively, the "Master Cooperative Agreement");

CONTRACT SERVICES AGREEMENT
Pioneer Park Playground Renovation Project
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- (iii) The document entitled "Lead Agency Procurement Self-Certification" dated March 2017 (the "Uniform Guidance Document"); and
- (iv) The document entitled "REPORT:: Solicitation Download Detail - Washington's @lectronic Business Solutions" dated January 25, 2017 at 4:00PM (the "RFP 269-2017-028 Posting Document").

The Master Cooperative Agreement Documents and their terms are incorporated into this Agreement by reference. True and correct copies of the Master Cooperative Agreement Documents shall be maintained by the Office of the City Clerk and filed with CITY's fully executed counterpart of this Agreement.

- B. For purposes of this Agreement, the capitalized term "Scope of Work" shall be a collective reference to the various services and tasks to be performed and equipment to be provided and installed as described in Exhibit "A" and the Master Cooperative Agreement Documents. In the event of any conflict or inconsistency between the provisions of the Master Cooperative Agreement Documents and the provisions of Exhibit "A", the provisions of the Master Cooperative Agreement Documents shall govern and control but only to the extent of the conflict or consistency and no further. In the event of any conflict or inconsistency as between the provisions of this Agreement and the provisions of Exhibit "A", the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency as between the provisions of this Agreement and the provisions of the Master Cooperative Agreement Documents, the provisions of the Master Cooperative Agreement Documents shall govern and control but only to the extent of the conflict or inconsistency and no further.
- C. Subject to the provisions of the various documents referenced in paragraph (A) of this Section, CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- D. The provisions of paragraph (B), above, notwithstanding:
 - 1. The resolution, reconciliation or harmonization of conflicts or inconsistencies as between the various documents that comprise the Scope of Work or as between the various documents that comprise the Scope of Work and this Agreement shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of San Fernando Municipal Code Section 2-802 that any Work (inclusive of all equipment provided and installed) be provided and/or performed at the same or better pricing as is offered in the Contractor Proposal and the Master Cooperative Agreement Documents; and

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2. Unless waived by the CITY in a writing signed by the City Manager, whenever a provision of Exhibit "A" conflicts with, or is inconsistent with, a provision of the Master Cooperative Agreement Documents or a provision in this Agreement: (i) any provision imposing a higher duty or standard of care or performance by CONTRACTOR shall govern and control; and (ii) any provision granting the CITY greater discretion, authority or protection shall govern and control.
- E. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement and the location where all equipment is to be installed; and (ii) has carefully considered how the Work should be performed. CONTRACTOR acknowledges and agrees that it has inspected, or has had the opportunity to inspect, any location where the Work is to be performed and has acquainted itself with the conditions of the location before commencing any of the Work. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative.
- F. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to the expiration of the Term, defined below, or any extension term, CONTRACTOR shall deliver to CITY immediately and without delay, all reports and other records and data which CONTRACTOR was required to provide or make available to CITY under this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

SECTION 2. PROSECUTION OF WORK.

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed within 120 days from the date of CITY's issuance of its Notice to Proceed (hereinafter, the "Completion Date").
- B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written

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request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

SECTION 3. COMPENSATION.

- A. CONTRACTOR shall perform all the Work in accordance with the schedule of rates and charges set forth in the 4 page GameTime/OMNIA Partners quotation documents attached to the Consultant Proposal.
- B. Paragraph (A) of this Section notwithstanding, CONTRACTOR's total compensation for all Work contemplated under this Agreement shall not exceed the aggregate sum of **Three Hundred Sixty Two Thousand, Eight Hundred Sixty Three Dollars (\$362,863)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.
- C. Following the completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed in the recently concluded calendar month. The invoice shall identify all services and tasks performed during the

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recently concluded calendar month and the corresponding subtotal for the same as well as all equipment costs and other charges. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR. CITY shall retain 10% of the Not-to-Exceed Sum which shall be payable within 30 calendar days from the City Council's approval of a Notice of Completion for all Work.

SECTION 4. STANDARD OF CARE.

A. CONTRACTOR agrees as follows:

1. In the performance of all Work under this Agreement, CONTRACTOR shall use the standard of care applicable to its field or profession;
2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Work;
3. CONTRACTOR shall perform and complete all of the Work in a manner that is reasonably satisfactory to CITY;
4. CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
5. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance;
6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform Work in compliance with the standard of care set forth in this Section and to timely complete the Work within the time period specified in Section 2, above; and

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7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.
- C. The skills, training, knowledge, experience and resources of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the personnel who will perform the Work provided. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

SECTION 5. REPRESENTATIVES.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Recreation and Community Services (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, Tyler Kyriopoulos, Owner, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Work, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

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SECTION 6. CONTRACTOR'S PERSONNEL.

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

SECTION 7. SUBSTITUTION OF KEY PERSONNEL. CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows:

- Tyler Kyriopoulos – Owner
- Lewis Painter - Design Lead/Owner
- Madi McKendrick – Project Coordinator
- Olivia Miller– Rendering Specialist
- Steve Strachan - Central Coast Playgrounds
- Jennie Sumrell – Director of Education: Playcore

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SECTION 8. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.

- A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a “public work” within the meaning of Section 1720(a)(1) of the Labor Code. CONTRACTOR shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, CONTRACT shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*
- B. Hours of Work.
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day’s work under this Agreement.
 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.
 3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY \$25 for each worker employed in the performance of Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 and following.
- C. Wages.
1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to this Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.

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2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Work subject to this Section shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Work that are subject to this Section that CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to this Section is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:

- (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to this Section shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
- (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.
- (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.

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3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to this Section shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to this Section. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (i) The information contained in the payroll record is true and correct.
- (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

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

SECTION 9. CONFLICTS OF INTEREST.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer or employee of CONTRACTOR is or has been an official, officer, employee, agent or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent or appointee of CONTRACTOR was an official, officer, employee, agent or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for Work performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

SECTION 10. INDEPENDENT CONTRACTOR.

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

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- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the Work under this Agreement. CONTRACTOR is permitted to provide similar work and services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

SECTION 11. CONFLICTS OF INTEREST. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

SECTION 12. NON-DISCRIMINATION.

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable

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federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

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

SECTION. 13. INDEMNIFICATION.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole

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negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable

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workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

SECTION 14. INSURANCE.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONTRACTOR shall provide proof that policies of insurance expiring during the duration of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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SECTION 15. RECORDS AND INSPECTION. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. CITY shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

SECTION 16. TERMINATION.

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

CONTRACT SERVICES AGREEMENT

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- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

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

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Pioneer Park Playground Renovation Project

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3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
 4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
 5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

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Pioneer Park Playground Renovation Project
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7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

SECTION 17. FORCE MAJEURE. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

SECTION 18. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Recreation and community Services
Phone: (818) 898-1290

If to CONTRACTOR:

Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Attn: Tyler Kyriopoulos
Phone: 435-245-5055

SECTION 19. PROHIBITION. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

SECTION 20. ATTORNEY FEES. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

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SECTION 21. ENTIRE AGREEMENT. The documents that comprise the Scope of Work are hereby incorporated in this Agreement. This Agreement and the documents comprising the Scope of Work represent the entire agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

SECTION 22. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

SECTION 23. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

SECTION 24. CAPTIONS. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

SECTION 25. EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

SIGNATURES ON NEXT PAGE

CONTRACT SERVICES AGREEMENT
Pioneer Park Playground Renovation Project
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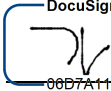
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

By: 
1041FC9C27C7499...
Nick Kimball, City Manager

Date: 09/26/2023 | 2:53 PM EDT

GREAT WESTERN RECREATION:

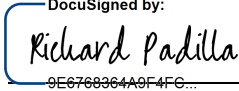
By: 
00D7A110FD5945A...

Name: Tyler Kyriopoulos

Title: President

Date: 09/25/2023 | 11:56 PM PDT

APPROVED AS TO FORM

By: 
9E6768964A9F4FC...
Richard Padilla, Assistant City Attorney

Date: 09/26/2023 | 10:08 AM PDT

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Pioneer Park Playground Renovation Project
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CONTRACT NO. 2196

EXHIBIT "A"

CONTRACTOR PROPOSAL

Proposal for

EXHIBIT "A"
CONTRACT NO. 2196

City of San Fernando

Prepared by



08-02-2023
Job # 109417-01

Pioneer Park Playground Option 2C



435-760-5103 | www.gwpark.com



Great Western Recreation Background

In 1969, the same year Neil Armstrong made his historic first steps on the surface of the moon, Rich Boyce was beginning an adventure on Earth. He founded Boyce Recreation in Wellsville, Utah, and became the exclusive representative for GameTime in Utah and Wyoming. He continued exploring the world of play and recreation by expanding into Montana and Idaho, and later into Nevada.

In 1992, Steve Kyriopoulos, a former Parks Director for the City of Logan, Utah, began working with Rich. In 1999, Rich turned over the day-to-day operations to Steve. The company took on a new name - Great Western Park and Playground, Inc. In 2004, Steve looked westward and took steps to expand and provide park and playground products to the people of Southern California.

In 2016, Great Western took another step in its journey. Steve handed the controls to his son Tyler Kyriopoulos and Lewis Painter. Tyler and Lewis wanted to expand both the geographical reach and the services of the company and rebranded as Great Western Recreation (GWR). In 2020, GWR expanded operations into Washington and Alaska, bringing the total number of states we serve to eight.

GWR continues to be the exclusive representative for GameTime, as we have for more than 50 years. GameTime is a leading manufacturer of commercial playground equipment for nearly a century. GWR also represents many complementary lines of commercial park equipment, including shelters, shades, site amenities, splash pads, bleachers, outdoor fitness equipment, athletic equipment, outdoor musical equipment, dog park elements, and more. We combine a comprehensive product portfolio with full turnkey services from initial design to field installation.

Our team includes seven full-time CAD designers, as well as a trained crew of rendering specialists, replacement specialists, order entry, customer service, and accounting specialists. We also employ ten CPSI-certified territory managers within our company who stay up-to-date with the guidelines from ASTM, CPSC, ADA, and IPEMA.

After 50 years, Great Western Recreation is more prepared than ever to provide the highest level of customer service, high-quality products, and a complete solution for all of your recreation projects. Let's embark on a journey together, and build amazing places where people love to play.

Great Western Installations Project Team



Tyler Kyriopoulos
Sales Representative/Owner

Tyler has been with Great Western Recreation since 1997, first as an installer and later as a Sales Representative and principal owner. This career path has made Tyler an expert at the construction level, as well as the design level, for playground projects. He has become one of the nation's leading representatives for both Game Time, as well as Great Western Recreation. He coordinates hundreds of park and playground projects over the course of his career and demonstrates the ability to coordinate large and small projects quickly and efficiently. Tyler recently completed two All-Inclusive Play Spaces in similar size and scope at Canyon Country Park for the City of Santa Clarita and at Joy Playground for the City of Atascadero.



Lewis Painter
Design Lead/Owner

Lewis has been with Great Western Recreation since 1998, first as an installer and later as a Sales Representative and principal owner. This career path has made Lewis an expert at the construction level as well as the design level for playground projects. He, over the course of his career, has become an expert CAD designer winning a Gametime nationally sponsored contest for excellence in Playground Design and his designs have become a standard offering for Gametime. He is known for his creativity, creating new custom play equipment not only for his own projects, but everyone else's as well.



Sarauna Openshaw – Sales Administrator

Sarauna started at Great Western Recreation in 2016 as a Project Coordinator. She served as Rendering and Lumion specialist and order entry backup for 3 years before moving to Sales Administrator. She brings with her experience in project and office management as well as accounting. Sarauna has been trained on GameTime's specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She has designed or assisted in the design of many park and playground projects.



Milisa Guthrie - Accountant

Milisa joined Great Western in 2018 as the Accountant. In this role, she leads all financial matters including accounting, reporting and cash management. Milisa spent more than eight years in accounting and management function for various organizations in the Logan, UT area.



Shelly Bytendorf – Customer Service

Shelly joined Great Western in 2007 bringing 20 years of office and banking experience with her. Shelly will be assigned to the account as a secondary layer of customer service assisting with any issues related to replacement parts or any collateral materials.



Madi McKendrick – Project Coordinator

Madi brings with her 5+ years of customer service and an Associates in General Science. Starting in 2021, she quickly moved from the receptionist position to Project Coordinator, she has had the opportunity to continually learn through quoting and designing projects for Great Western. The biggest reward to Madi is being able to help provide safe and inclusive play areas for children of all ages.



Olivia Miller– Rendering Specialist

Olivia started at Great Western Recreation in 2021 as rendering and order entry backup. She has been trained on GameTime's specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She came to GWR after 3 years as a CNA. She is a hard worker and anxious to learn more.

Steve Strachan - Central Coast Playgrounds

On January 1, 2000 Central Coast Playgrounds officially opened its doors for business. The Santa Maria Valley YMCA was Central Coast Playgrounds' first client with his fledgling business. Although the business was a part time venture for Steve at first, it quickly become FT due to the top-quality work and product, as well as Steve's professionalism. His motto is, "Perfect just isn't good enough". He always wants the quality of Central Coast Playgrounds' work to be superior in every aspect. Steve earned his first contractor's license in 2000, and in 2001 he had enough business in his spare time to make Central Coast Playgrounds a full-time venture, permanently resigned from the North County Parks System.

Over the years, Central Coast Playgrounds has grown exponentially because of it's competitive pricing, lifetime guarantee, exceptional workmanship and professionalism; having served hundreds of home builders/HOA's, County and States Parks, as well as various municipalities, schools, churches, daycare centers and various other clients. Steve and his employees are here to serve all of your outdoor play and recreation needs!



Jennie Sumrell - Director of Education: Playcore

Jennie worked in the field of special education, childhood development, and inclusion for nearly ten years. She received her Bachelor's degree in Exceptional Learning from the University of Tennessee at Chattanooga, a Master's certificate in Adaptive & Assistive Technology from the University of Miami, and a Master's degree in Special Education with a concentration in Early Childhood Education from the University of Tennessee at Chattanooga. Jennie has presented as a guest lecturer at local universities and numerous regional, national, and international conferences on best practices in outdoor play environments for early childhood, implementing design and programming strategies for universal design and inclusion, bringing learning outdoors, engaging children with nature, promoting healthy physical activity, and the developmental benefits of play. She currently serves as the Director of Education in the Center for Professional Development at PlayCore, advancing play and recreation through independent research, education, and partnerships. The company infuses this learning into its complete family of brands. PlayCore combines best in class planning and education programs with the most comprehensive array of recreation products available to create play solutions that match the unique needs of each community they serve. Jennie will be assisting on the Beattie Park project to ensure that the playground meets all the requirements for Inclusive Play and is eligible for the National Demonstration Site designation.



David Hill – Western Regional Manager/GameTime

David has over 17 years of experience in creating outdoor play environments and currently serves as the Western Regional and International Sales Manager for GameTime where he consults with various professionals on designing outdoor play environments that implement research-based best practices in design. He has designed dozens of inclusive play spaces as well as countless customer oriented play spaces that incorporate research based best practices. He has presented PlayCore's research at a various state and regional conferences, including Kentucky, California, Idaho, Georgia, Washington, Alabama Trails and the Midwest Recreation and Parks Conferences. He is a Certified Executive Trainer of PlayCore. David graduated from Pennsylvania State University with a MBA and from Humboldt State University with a B.S. in Business Administration.

GameTime creates fun, healthy and active places where all children and families become physically, emotionally and socially strong.



GameTime is a leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces, and site furnishings. We strive to create the kinds of places people love and where people love to play.

Play and recreation is a fundamental human right, and we take our role in helping communities create active, healthy places seriously. We focus on inclusion, diversity and equity in our playground designs, align our products with the research of leading play, health, and wellness experts, and advocate tirelessly for the advancement of safer, more accessible and fun places that bring people together.

This is our mission since 1929: to build the highest quality products, design the most memorable play and recreation experiences, and to lead the industry with innovative solutions that help people of all ages, all abilities, and all backgrounds realize the transforming power of play.

GameTime
PlayCore Wisconsin, Inc.

CONTRACT NO. 2196

150 PlayCore Drive SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Website: <http://www.gametime.com/>



QUALIFICATION STATEMENT FOR FURNISHING PLAYGROUND AND ANCILLARY EQUIPMENT, SAFETY SURFACING, & INSTALLATION SERVICES

The GameTime Division of PlayCore Wisconsin, Inc., in collaboration with your local GameTime regional sales representative agency, seeks to prequalify, first as a manufacturer and vendor of park and playground equipment, and secondly as a first-tier subcontractor to furnish and install safety surfacing. Additionally, we are positioned to provide installation services through our network of factory-trained and certified installers. As this submittal attests, GameTime is fully qualified to provide the necessary equipment and services to fulfill requirements of the most demanding project.

GameTime has been manufacturing commercial playground apparatus continuously since 1929. The GameTime Division is a vertically integrated company with extensive design, manufacturing, distribution and installation capabilities. With 400,000 sq. ft. under roof on an 81-acre facility devoted solely to the manufacture of playground equipment, GameTime is well equipped to handle orders of any size. Seasonal weekly production can exceed \$2,850,000. Daily inventory often exceeds \$6,000,000. GameTime does all metal fabrication, rotationally molded plastic, PVC coating and powder coating "in-house". Once an order is entered, GameTime delivers equipment to its customers within 21 to 30 days.

GameTime currently employs 400 people in the design and manufacture of commercial playground and recreation equipment. The staff includes five industrial designers, four product managers, three structural engineers, a landscape architect, and eight CAD operators in the product development, design and processing groups. The GameTime office staff total 112. Additionally, a number of consultants collaborate in key areas. GameTime products are distributed in the United States by a network of 13 domestic independent sales organizations employing 130 sales and 98 support personnel. Seventeen international distributors market GameTime products worldwide.

GameTime conducts "GT College" annually and holds seminars throughout the year to disseminate the latest in product improvements and new design directions, computer technology, safety compliance, risk management, installation techniques, ADA requirements, and related topics. Staff members are CPSI certified playground safety inspectors. GameTime provides local on-site playground design services utilizing laptop computers with exclusive GTCAD programming; furnishes CPSI safety audits; equipment selection consultations; safety surfacing materials; and installation by "factory-certified" installers for complete "turnkey" packages. On average, GameTime sales agencies have been serving customers for 32 years.

Originally founded in Michigan, GameTime division headquarters and manufacturing relocated to Fort Payne, Alabama U.S.A. in 1979. In March of 1997, PlayCore Wisconsin, Inc., a wholly owned subsidiary of PlayCore, Inc. (AMEX: PCO), acquired GameTime, Inc. Chartwell Investments acquired all issued and outstanding shares of PlayCore stock in April 2000, and the company became privately held. Irving Place Capital (formerly Bear Stearns Merchant Banking), together with company management, purchased PlayCore in February 2007. On May 30, 2014 PlayCore was acquired by Sentinel Capital Partners, a New

GAMETIME DIVISION
January 16, 2024 CC Meeting
Page 2

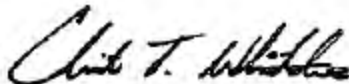
York middle-market private equity firm which subsequently sold the company to Court Square Capital Partners <https://www.courtsquare.com/>, Park Avenue Plaza, 55 East 52nd Street, 34th Floor, New York, NY 10055 on October 2, 2017. PlayCore product sales for 2021 are expected to exceed \$650,000,000.

PlayCore is a leading designer, manufacturer, and marketer of a broad range of commercial playground and park equipment, safety surfacing, site amenities, fitness, and related products. PlayCore currently operates seven distribution locations; four core manufacturing facilities; and ten specialized manufacturing sites. The PlayCore Federal Identification Number is 39-1720480; DUNS Number 006639710 and CAGE Code 84308.

We submit this as verification GameTime is financially sound, experienced, and well positioned to provide a full-solution, total turnkey package for playground equipment and related services from design to final inspection. As a privately-held company, Court Square Capital Partners refrains from distribution of financial data on segments of its investment portfolio that may be subject to public disclosure. Should further financial particulars on PlayCore be necessary, kindly contact Ms. Joni Manley, Vice President Finance and Accounting, 423/648-5890, jmanley@playcore.com.

We certify the information submitted herein is true and correct.

GAMETIME DIVISION
Clint Whiteside



Sales Administration Project Manager

Pioneer Park Playground - Project 107127-01-Opt 2
San Fernando, CA

EXHIBIT "A"
CONTRACT NO. 2196



Pioneer Park Playground - Project 107127-01-Opt 2
San Fernando, CA

EXHIBIT "A"
CONTRACT NO. 2196



Pioneer Park Playground - Project 107127-01-Opt 2
San Fernando, CA

EXHIBIT "A"
CONTRACT NO. 2196



Pioneer Park Playground- Project 107127-01-Opt 2
San Fernando, CA

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Pioneer Park Playground - Project 107127-01-Opt 2
San Fernando, CA

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Pioneer Park Playground - Project 107127-01-Opt 2
San Fernando, CA

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Pioneer Park Playground - Project 107127-01-Opt 2
San Fernando, CA

EXHIBIT "A"
CONTRACT NO. 2196



Pioneer Park Playground - Project 107127-01-Opt 2
San Fernando, CA

EXHIBIT "A"
CONTRACT NO. 2196



Pioneer Park Playground - Project 107127-01-Opt 2
San Fernando, CA

EXHIBIT "A"
CONTRACT NO. 2196



January 16, 2024 CC Meeting

Project: 107127-01-Opt 2

Surfacing: 50-50 PIP

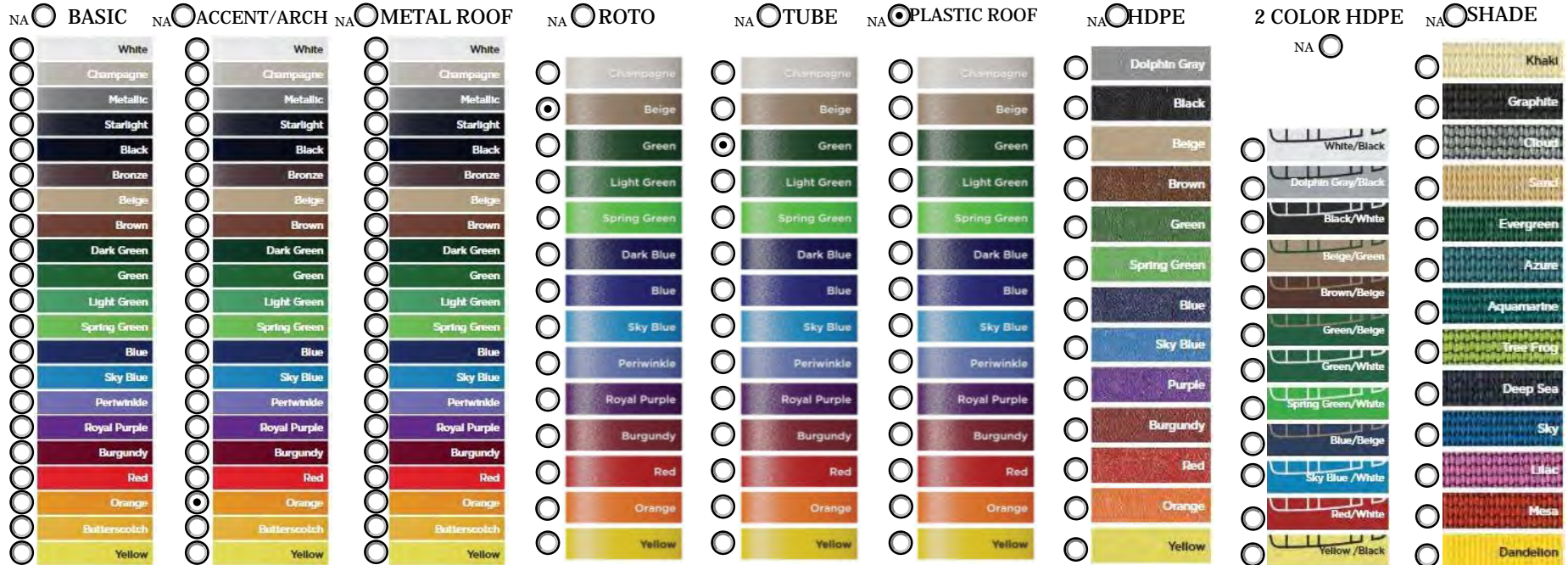
CUSTOM COLOR SELECTIONS

Approved by: _____

EXHIBIT "A"
CONTRACT NO. 2196

CUSTOM COLORS:

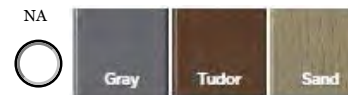
ITEM	COLOR
Basic 2	Orange
Accent 2	Beige
Fabric	Latte



DECKS



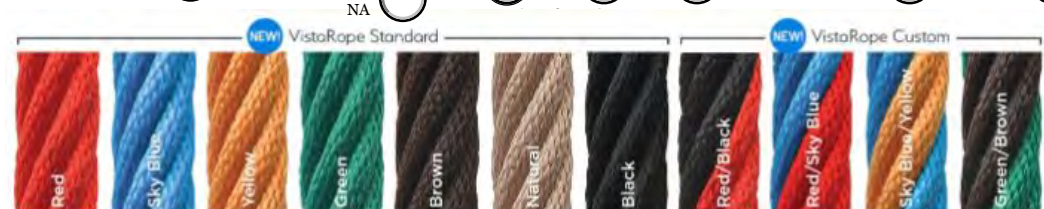
RECYCLED LUMBER



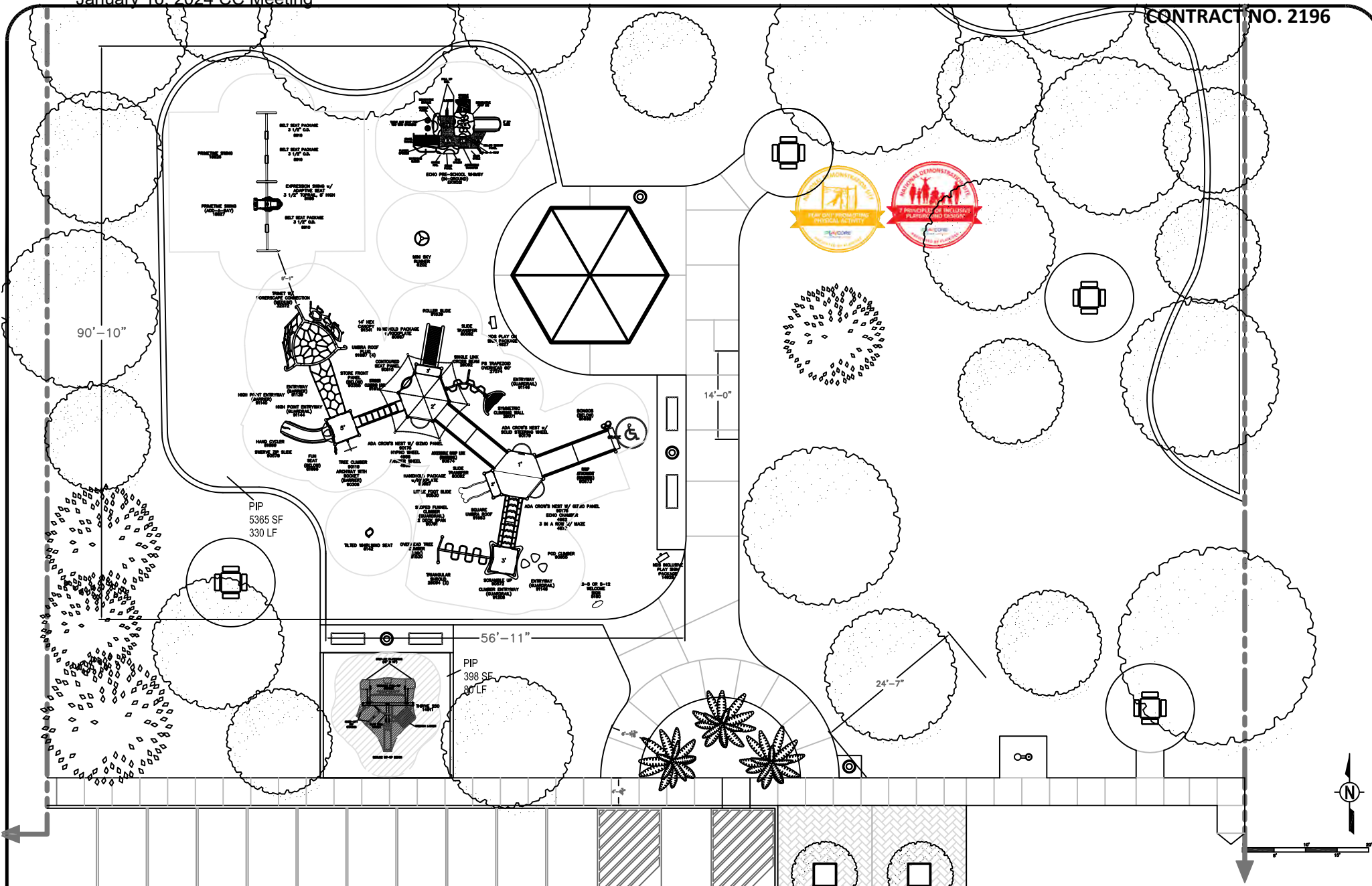
ROCK



HANDGRIP



*Colors for VistaRope products only. All standard GameTime ropes are black.



RE Shultz
Pioneer Park Playground
San Fernando, CA
Representative
Great Western Recreation

SALES REP
TYLER KYRIOPOULOS
435-760-5103
TYLER@GWPARK.COM
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with Drawings (not)

Total Elevated Play Components	7/15
Total Elevated Play Components Accessible By Ramp	-/9 Required -/8
Total Elevated Components Accessible By Transfer	7/- Required 4/-
Total Accessible Ground Level Components Shown	4/10 Required 2/5
Total Different Types Of Ground Level Components	3/6 Required 2/3

This play equipment is recommended for children ages 2-5/5-12

Minimum Area Required:
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
EB
Date:
5/22/2023
Drawing Name:
107127-01-Opt 2



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

Pioneer Park Playground Option 2C

City of San Fernando
Attn: Julian Venegas
117 Macneil St
San Fernando, CA 91340
Phone: 818-898-7381
jvenegas@sfcity.org

Ship to Zip 91340

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Inclusive Structure- • Reference Drawing 109417-01-Opt 2	\$141,532.00	\$69,400.22	\$69,400.22
1	RDU	GameTime - Swings- • Reference Drawing 109417-01-Opt 2	\$6,802.00	\$6,092.24	\$6,092.24
1	EKW02I	GameTime - ECHO PreSchool Whimsy Inground	\$24,091.00	\$20,236.44	\$20,236.44
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,237.00	\$1,006.65	\$1,006.65
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$945.00	\$425.25	\$425.25
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$713.00	\$627.44	\$627.44
1	14927	GameTime - NDS Play On Sign Package			
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	14911	GameTime - Thrive 250	\$14,856.00	\$12,181.92	\$12,181.92
5763	PIP	GT-Impax - Poured in Place Surfacing - **List Price \$129,878.35, discounted per Omnia Contract 5,763 Total Sq Ft (2 pads adjacent to each other) Playground = 5,365 sf, 8' CFH, Includes (2) 50/50 Standard EPDM and Black colors - TBD Simple design includes 3 sections of 2 alternating colors, no TTA pads Fitness pad 1 = 398 sf, 8' CFH Fitness pads include 50/50 standard EPDM and black, with no design, no TTA pads Aromatic Binder Prevailing Wages	\$18.48	\$18.48	\$106,500.24
1	INSTALL	TJ Janca - Site Work- • Demo/remove existing equipment. • Demo/remove PIP for 5,365 sq ft at 3 ½" depth. • Excavate/remove existing grass/earth 398 sq ft at 7.5" depth. • Provide/install CAB materials compacted to 90% for 5,763 sq ft at 6" depth. • Provide/install temp fencing around playground area for 350'LF (windscreen and sand bags not included) • Provide and install 40 LF of MOW Curb 6"x8". • Remove and dispose of spoils. • Prevailing wages. • Price includes one (1) move-on only.	\$58,185.00	\$58,185.00	\$58,185.00

January 16, 2024 CC Meeting

EXHIBIT "A"

CONTRACT NO. 2196

08/02/2023

Quote #

109417-01-05



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

Pioneer Park Playground Option 2C

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	INSTALL	TJ Janca - Playground Equipment - <ul style="list-style-type: none"> • Installation only of (1) Gametime structure #107127-01-Opt2 • Installation only of New Thrive 250 • Footings excavation, and concrete. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Price includes one (1) move-on only. 	\$71,335.00	\$71,335.00	\$71,335.00
Contract: OMNIA #2017001134				Sub Total	\$345,990.40
				Freight	\$5,600.00
				Tax	\$11,271.94
				Total	\$362,862.34

Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$5545 plus tax if applicable.

Shipping to Site Address:
828 Harding Street
San Fernando, CA 91340

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Prevailing Wages

City of San Fernando OMNIA # 4001568

January 16, 2024 CC Meeting

EXHIBIT "A"

CONTRACT NO. 2196 08/02/2023

Quote #

109417-01-05



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Pioneer Park Playground Option 2C

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices :

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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EXHIBIT "A"

CONTRACT NO. 2196

08/02/2023

Quote #

109417-01-05

Pioneer Park Playground Option 2C

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: \$362,862.34

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order .

Master Cooperative Agreement between the City of Charlotte, North Carolina and GameTime made through OMNIA Partners, a national public-sector cooperative purchasing clearinghouse, under OMNIA Partners Contract Reference No. 2017001134

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

- EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- EXHIBIT B: Installation Fees
- EXHIBIT C: National Network of Distributors and Installers
- EXHIBIT D: Freight Rate Schedules
- EXHIBIT E: Product Warranties
- EXHIBIT F: Scope of Work
- EXHIBIT G: U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

- Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
- Affiliates:* Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
- Biodegradable:* Refers to the ability of an item to be decomposed by bacteria or other living organisms.
- Charlotte Business Inclusion (CBI):* Refers to the Charlotte Business Inclusion office of the City of Charlotte.
- Charlotte Combined Statistical Area (CSA):* Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
- City:* Refers to the City of Charlotte, North Carolina.
- Company:* Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
- Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Contract.
- Contract:* Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

*Specifications and
Requirements:*

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- 26. RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 28. TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- 29. NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- 30. MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- 45. MISCELLANEOUS**
- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 “Term”
 - Section 4.3 “Employment Taxes and Employee Benefits”
 - Section 13 “General Warranties”
 - Section 14 “Additional Representations and Warranties”
 - Section 22 “Guarantee”
 - Section 28 “Other Remedies”
 - Section 29 “Termination”
 - Section 33 “Insurance”
 - Section 34 “Indemnification”
 - Section 39 “Notices”
 - Section 42 “Confidentiality”
 - Section 45 “Miscellaneous”
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

Contract No. 2017001134
Vendor No. 121531

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

Contract No. 2017001134
Vendor No. 121531

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Landy Harrington

PRINT NAME: Landy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: Christee Gibson

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

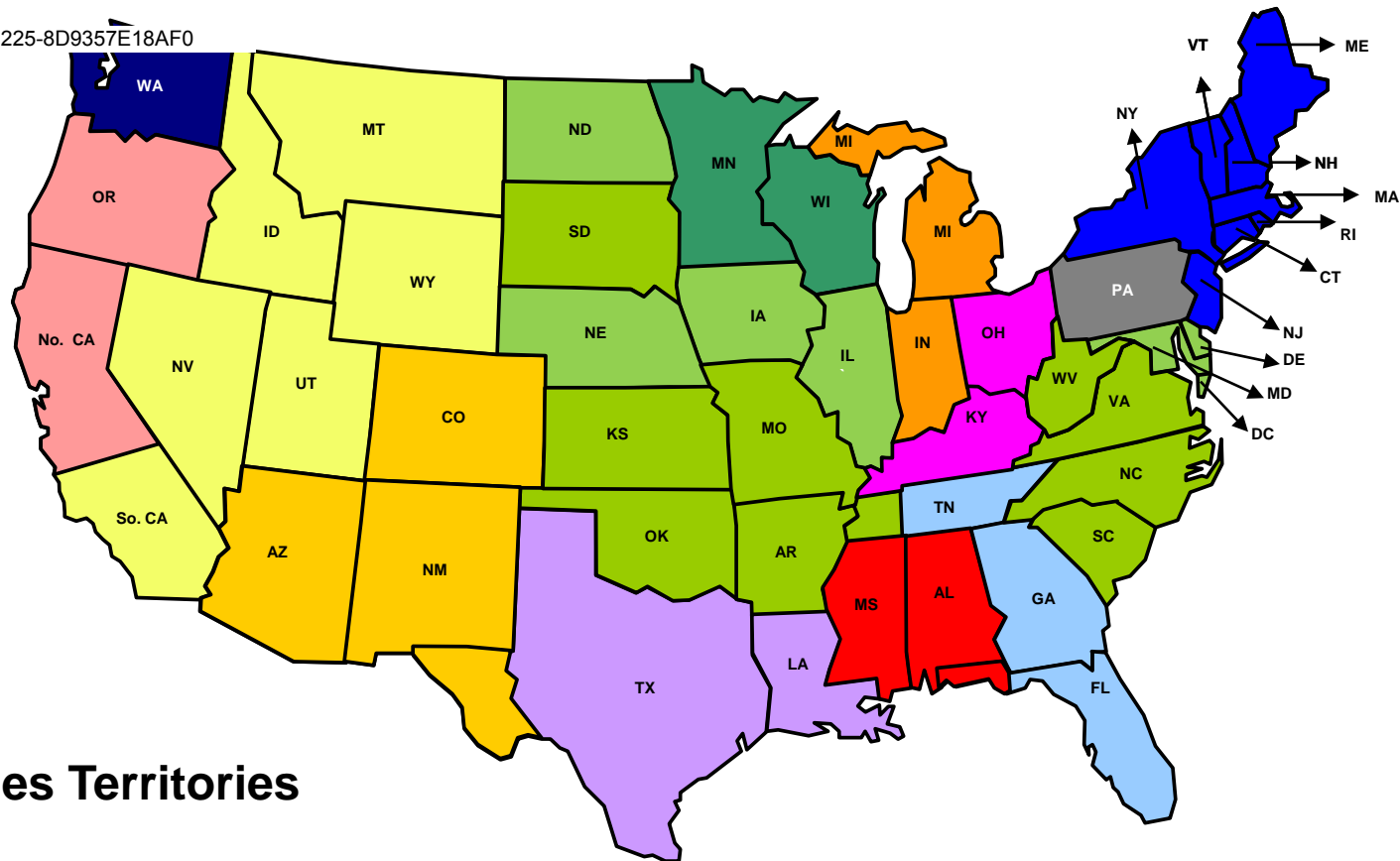
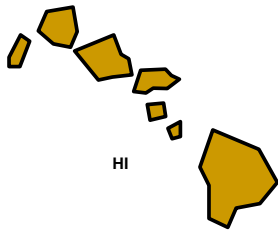
The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

January 16, 2024 CC Meeting



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

**FL
GA
TN**
Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpic.com

**MI
IN**
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

**KY
OH**
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

**AR KS MO
NC OK SC
VA WV**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**CA ID
MT NV
UT WY**
Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

**AK
WA**
SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

**IA NE
ND SD**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**MA ME NJ
NY CT RI
VT NH**
Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

**LA
TX**
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

**No. CA
OR**
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

**AZ CO
NM TX**
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

**DE
MD
DC**
Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

**MN
WI**
Minnesota/Wisconsin Playground, Inc.
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

**AL
FL
MS**
J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b

Bitting - Bramble Landscapes, LLC. - Bramble, Mark

586 Sterling Drive
Sarver, Pa. 16055
Bus: (724) 859-0958
Home: 2018
Mobile: (724) 859-0958
E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
Newmanstown, PA 17073
Bus: (610) 589-1769
Home: 2018
Mobile: (610) 413-9832
Bus Fax: (610) 589-1817
E-mail: bill@theplaygroundpros.com

c

Cunningham - Blueprint Construction, LLC (Liles, Robbie S.)

5 Liles Woods LN
Garner, NC 27529
Bus: (919) 210-1589
Home: 2018
Bus Fax: (919) 779-9436
E-mail: RL1Builder@gmail.com

Cunningham - Carlson Consulting and Contracting

1150 Prospect Blvd.
Waterloo, Iowa 50701
Bus: (319) 234-8965
Home: 2016
Mobile: (319) 415-8365
Bus Fax: (319) 234-8965
E-mail: landrn1@msn.com

Cunningham - Cedar Creek Run Construction - Stanley, Bill

24072 Zachery Taylor Hwy.
Culpeper, Va. 22701
Bus: (877) 640-9811 / (540) 364-9811
Home: 2016
Mobile: (703) 244-5991
Bus Fax: (540) 825-3445
E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
P O Box 790
Atoka, TN 38004
Bus: (901) 428-8836
Home: 2018
Mobile: (901) 428-8836
Bus Fax: (901) 475-0015
E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Home: 2017
Mobile: (410) 365-0502
Bus Fax: (410) 579-1284
E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
Machesney Park, IL 61115
Bus: (815) 708-8540
Home: 2016
Mobile: (815) 505-0500
Bus Fax: (779) 423-2033
E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
E. Alton, Illinois 62024
Bus: (618) 531-0848
Home: 2017
Mobile: (618) 531-0848
Bus Fax: (618) 258-9007
E-mail: donchatham@charter.net
E-mail 2: donchatam@charter.net

Cunningham - D G Services, Inc. (Layne, Kevin)

181 Springdale Acres Drive
Mooresville, NC 28115
Bus: 17047993878
Home: 2018
Mobile: 9802302946
Bus Fax: 7047993878
E-mail: dgserve@bellsouth.net

Cunningham - Elanar Construction Company

6620 W. Belmont Avenue
Chicago, IL 60634
Bus: (773) 628-7011
Home: 2018
Mobile: (773) 908-7629
Bus Fax: (773) 628-7041
E-mail: ross@elanar.com
E-mail 2: ross@elanar.com

C

Cunningham - Fuertes Systems Landscaping, Inc

15100 S. Indian Boundary Rd.
Plainfield, IL. 60544
Bus: (815) 725-2959
Home: 2016
Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
E-mail: furte1@sbcglobal.net

Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

24 First Street
Hamlin, WV. 25523
Bus: (304) 824-3800
Home: 2016
Mobile: (304) 208-4550
Bus Fax: (304) 824-3848
E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (410) 721-1093
Home: 2016
Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

23940 Andrew Road
Plainfield, IL 60585
Bus: (815) 372-3000
Home: 2017
Mobile: (815) 693-1833
Bus Fax: (815) 372-3005
E-mail: brs@green-up.com

Cunningham - Howard's General Contracting

708 Knightswood Road
Fort Mill, S.C. 29708
Bus: (803) 802-1722
Home: 2017
Mobile: (803) 280-5630
E-mail: lance@howardsgc.com

Cunningham - IDE Construction (Turner, Michael)

18601 Green Street
Washington, NE 68068
Bus: (402) 510-0549
Home: 2018
E-mail: turner.michael.17@gmail.com

Cunningham - Jones & Sons Contracting

11409 Boltomley Road
Thurmont, MD 21788
Bus: (301) 898-3743
Home: 2011
Bus Fax: (301) 898-3743
E-mail: lannajones@msn.com

Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160
Wheaton, IL. 60187
Bus: (312) 388-3030
Home: 2016
Mobile: (312) 388-3030
E-mail: fred.conforti@sbcglobal.net

Cunningham - Kenneth Company, The

16W064 Jeans Road
Lemont, IL. 60439
Bus: (630) 679-2750
Home: 2016
Mobile: (630) 514-3632
Bus Fax: (630) 325-2780
E-mail: kcoffice@aol.com

Cunningham - Massanelli Construction, Inc.

105 Bellaire Drive
Hot Springs, Arkansas 71901
Bus: (501) 318-7618
Home: 2016
Mobile: (501) 318-7618
Bus Fax: (501) 321-8083
E-mail: TMASSArelli25@yahoo.com

Cunningham - Monkebar Builders, L.L.C.

1214 Towanda Ave., Upper Level
Bloomington, IL 61701
Bus: (309) 829-9111
Home: 2016
Mobile: (309) 825-9111
Bus Fax: (309) 829-5555
E-mail: monkeko@comcast.net

Cunningham - Moore Recreational Products, Inc.

PO Box 472747
Charlotte, NC 28247
Bus: (704) 905-3665
Home: 2017
Mobile: (704) 905-3665
Bus Fax: (704) 643-1369
E-mail: Moorerecreation@gmail.com

C

Cunningham - Old South Building Corp - Deeds, Rob

1622 Brandon Ave.
Petersburg, Va. 23805
Bus: (804) 307-9307
Home: 2016
Mobile: (804) 307-9307
Bus Fax: (804) 733-1110
E-mail: rob@oldsouthbuild.com

Cunningham - Ozark Mountain Installations, Inc.

9706 Lawrence 2237
Monett, MO 65708
Bus: (417) 235-9475
Home: 2018
Mobile: (417) 235-9475
Bus Fax: (417) 236-0897
E-mail: j.m.pass2@yahoo.com

Cunningham - ParkScape Solutions LLC (Woods, Wayne O.)

8226C Hwy J
Black, MO 63625
Bus: (573) 269-4450
Home: 2017
Mobile: (573) 701-3294
E-mail: wayne@parkscapecolutions.com

Cunningham - Play Structure Plus

364 East Main Street, Suite 172
Middletown, De. 19709
Bus: (302) 528-8791
Home: 2016
Mobile: (302) 528-8791
Bus Fax: (302) 378-0747
E-mail: markmacdonald4@verizon.net

Cunningham - Play-N-Scape, Inc.

190 Briarwod Drive
Crystal Lake, IL 60014
Bus: (815) 693-2769
Home: 2016
Mobile: (815) 459-6758
Bus Fax: (815) 459-5790
E-mail: playnscape@comcast.net

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

5001 NW 10 Apt. 905
Oklahoma City, Ok. 73127
Bus: (405) 885-2015
Home: 2014
Mobile: (405) 820-8304
Bus Fax: (405) 849-2739
E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

3720 Lucky Drive
Apex, N.C. 27539
Bus: (919) 329-5501
Home: 2017
Mobile: (919) 427-4685
Bus Fax: (919) 329-5503
E-mail: reeseconstruction@hotmail.com

Cunningham - RJR Enterprises, Inc.

804 N 42nd Street
Rogers, AR 72756
Bus: (479) 936-1092
Mobile: (479) 621-3939
E-mail: RonBrown@nwarjr.com

Cunningham - Robert Kremers Construction

515 S. 86th Street
Omaha, NE 68114
Bus: (402) 658-3357
Home: 2017
Mobile: (402) 658-3357
Bus Fax: none
E-mail: bobkremers1@aol.com

Cunningham - Triad Property Services, Inc.

962 Wiley Lewis Road
Greensboro, NC 27406
Bus: (336) 378-1541
Home: 2017
Mobile: (336) 337-1930
Bus Fax: (336) 378-1541
E-mail: brentattps@triad.rr.com

Cunningham - Woods Const. Serv.

8226B Hwy. J
Black, Mo. 63625
Bus: (573) 269-1113
Home: 2017
Mobile: (573) 701-3294
Bus Fax: (573) 269-1033
E-mail: wayne@woodsconstructionservices.com

c

Cunningham - Zogg & Associates (Zogg, Brent)

27610 90th Avenue
Donahue, IA 52746
Bus: (563) 210-2943
Home: 2018
E-mail: zoggdesign@netins.net

Cunningham -Hyde Construction (Hyde, John)

1325 South Bates Avenue
Springfield, IL 62704
Bus: (217) 891-4618
Home: 2018
E-mail: Backstp23@yahoo.com

d

Dawson, J. A.

P.O. Box 1178
Pelham, AL 35124
Bus: (205) 663-5058
Home: 2017
Mobile: (205) 368-4365
Bus Fax: (205) 663-5012
E-mail: cstruthers@jadawsonco.com

Dominica - D.W. Recreation Services, Inc. (West, Donald)

2500 NW 79th Ave. #258
Doral, FL 33122
Bus: (561) 433-4709
Home: 2017
Mobile: (561) 818-4819
E-mail: dwrecreation@bellsouth.net

Dominica - John Fitzgerald, Inc.

P.O. Box 655
Sanford, FL 32772

412 Mattie St.
Sanford, FL 32773
Bus: (407) 323-8822
Home: 2018
Mobile: (407) 920-2256
Bus Fax: (407) 323-0999
E-mail: julie@fivestarininstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

1478 Highway 124
Auburn, GA 30011
Bus: (770) 421-5252
Home: 2017
Mobile: (770) 846-2120
E-mail: greg@copponexgroup.com

Dominica Recreation Products - Outdoor Construction

134 Stanley Court Sutie#E
Lawrenceville, GA 30046
Bus: (770) 995-8430 Toll Free 877-995-1100
Home: 2017
Mobile: (678) 234-7489
Bus Fax: (886) 536-5244
E-mail: terry@occ-ga.com
E-mail 2: occga@aol.com

Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

Suite 202 Dept 213
Fort Myers, FL 33912
Bus: (239) 284-7335
Home: 2018
E-mail: Billy@pelicanplaygroundmaintenance.com

g

Great West Park and Play - C S Construction (Amick, Chris)

13049 Lynn Christi Ave
Bakersfield, CA 93314
Bus: (661) 978-9748
Home: 2017
E-mail: csconstruction@bak.rr.com

Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

273 N. Benson Avenue
Upland, CA 91786
Bus: (909) 949-1601
Home: 2017
Mobile: (909) 215-7439
Bus Fax: (909) 981-9368
E-mail: skammerer@calandscape.com

g

Great West Park and Play - Childs Play

1852 Langley Ave
Irvine, CA 92614
Bus: (949) 252-1186
Home: 2017
Mobile: (714) 709-1782
E-mail: chris@childsplaygrounds.com

Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive
Fullerton, Ca. 92831
Bus: (714) 871-2800
Home: 2017
Mobile: (562) 762-5147 Frank Cicero
Bus Fax: (714) 871-2801
E-mail: fcicero@ciceroengineering.com

Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

3075 Falda Road
Atascadero, Ca. 93422
Bus: (805) 441-2952
Home: 2018
Mobile: (805) 441-2952
E-mail: doug@coastalparkandrec.com

Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

6625 South Valley View Blvd
Suite 212
Las Vegas, NV 89118
Bus: (702) 385-4555
Home: 2014
Mobile: (702) 286-7091
E-mail: phil@vegasexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

P.O. Box 42607
Las Vegas, Nevada 89116
Bus: (702) 271-8170
Home: 2016
Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

8609 Mission Blvd
Riverside, CA 92509
Bus: (951) 332-2218
Home: 2018
Mobile: (951) 337-1757
Bus Fax: (951) 332-2219
E-mail: juan@evergreenenvironment.net

Great West Park and Play - Fullmer Brothers Landscape Maintenan, Inc. (Newbold, Craig)

1825 N. 1450 W
Lehi, Utah 84043
Bus: (801) 571-9899
Home: 2018
Mobile: (801) 671-6257
E-mail: craig@fullmerbrothers.com

Great West Park and Play - Garden Shop Nursery Landscaping

1978 Frazier Avenue
Sparks, Nv. 89431
Bus: (775) 358-3080
Home: 2018
Mobile: (775) 221-0935
Bus Fax: (775) 358-3084
E-mail: gslmike@sbcglobal.net

Great West Park and Play - Great Western Installations - Olson, Derek

Great Western Installations
PO Box 97
Wellsville, Ut. 84339
Bus: (800) 453-2735
Home: 2017
Mobile: Steve (435) 760-5100 / Derek (858) 337-9195
Bus Fax: (435) 245-5057
E-mail: steve@gwpark.com

Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave.
El Cajon, CA 92020
Bus: (619) 443-9730
Home: 2013
Bus Fax: (619) 443-9729
E-mail: info@kcequipmentinc.com

Great West Park and Play - Linnert Builders

1675 No. Shaffer St.
Orange, CA 92867
Bus: (714) 974-4393
Home: 2018
Mobile: (714) 606-4951
Bus Fax: (714) 974-4393
E-mail: blinnert@socal.rr.com

g

Great West Park and Play - Malibu Pacific Tennis Courts, Inc.

31133 Via Colinas, Suite 107
Westlake Village, CA 91362
Bus: (818) 707-3797
Home: 2013
Mobile: (818) 991-7445
Bus Fax: (818) 706-1951
E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

1330 N. Melrosed Drive Suite F
Vista, CA 92083
Bus: 17602958645
Home: 2018
Mobile: 17604209689
Bus Fax: 17602958651

Great West Park and Play - PSI

1747 Colgate Drive
Thousand Oaks, CA 91360
Bus: (805) 494-3401
Home: 2018
Mobile: (818) 618-2333
Bus Fax: (805) 494-3343
E-mail: gdonahoe@ix.netcom.com

Great West Park and Play - Quality Time Recreation

P.O. Box 471
Clearfield, Ut 84089
673 W. 1860 N.
Clinton, Ut. 84015
Bus: (801) 718-5367
Home: 2018
Mobile: (801) 718-5367
Bus Fax: (801) 728-3558
E-mail: qtrec@comcast.net

Great West Park and Play - Rasco Construction, Inc.

6588 West 10900 North
Highland, Utah 84043
Bus: (801) 360-1723
Home: 2018
Mobile: (801) 360-7123
Bus Fax: (801) 763-7664
E-mail: Tylertdr@yahoo.com

Great West Park and Play - Recreation Installation

1321 N. Lewis Peak Drive
Ogden, Utah 84401
Bus: (801) 388-6980
Home: 2018
Bus Fax: (801) 393-2745
E-mail: julio_membreno@yahoo.com

Great West Park and Play - Zasueta Contracting, Inc.

PO Box 866
Spring Valley, CA 91976
Bus: (619) 589-0609
Home: 2016
Mobile: (619) 843-4048
Bus Fax: (619) 697-6031
E-mail: azplaygrounds@yahoo.com

Great West Park and Play -Unlimited Engineering Contracting, Inc. (Carter, Kevin)

950 Firestone Circle
Simi Valley, CA 93065
Bus: (805) 587-7514
Home: 2017
Mobile: (818) 652-6922
E-mail: unlimitedengineering101@yahoo.com

i

IPR\$ Hawaii Sagum, Danielle

1481 S. King Street
Suite 226
Honolulu, HI 96814
Bus: (808) 952-7788
Home: 2017
Mobile: (808) 679-1113
E-mail: danielle@ipr-hawaii.com

m

Marturano - A & H contracting

33 Eastwood Blvd.
Manalapan, N.J. 07726
Bus: (732) 972-0006
Home: 2015
Mobile: (732) 672-3236
Bus Fax: (732) 972-0555
E-mail: ahcontractinginc@aol.com

m

Marturano - AAH Constuction Corp. (Cinquemani, Led)

21-77 31st Street Suite 107
Astoria, NY 11105
Bus: (718) 267-1300
Home: 2018
Mobile: (917) 709-2021
Bus Fax: (718) 726-1474
E-mail: leoc@aahconstruction.com

Marturano - Buzz Burger Incorporated

13 Twin Pine Way
Glen Mills, PA 19342
Bus: (610) 399-3035
Home: 2016
Mobile: (610) 304-9040
Bus Fax: +1 (610) 399-3375
E-mail: buzz@buzzburgerinc.com

Marturano - California Playground Builders

1490 Norman Ave.
Santa Clara, Ca. 95054
Bus: (408) 748-1220 or (408) 314-3363
Home: 2013
Mobile: (408) 438-2141
Bus Fax: (408) 748-1128
E-mail: jeff@built2play.com

Marturano - Central Jersey Landscaping, Inc.

523A Chesterfield-Arneytown Road
Chesterfield, N.J. 08515
Bus: (609) 298-2450
Home: 2016
Mobile: (609) 722-2082
Bus Fax: (609) 298-2436
E-mail: Mike_CJL@Verizon.net

Marturano - CMJ Construction, Inc.

40 fenton way
Bangor, ME 04401
Bus: (603) 828-5225
Home: 2018
Mobile: (603) 828-5225
Bus Fax: (207) 942-5776
E-mail: Chaddah@aol.com

Marturano - Community Playgrounds, Inc.

200 Commercial Street
Vallejo, Ca. 94589
Bus: (415) 892-8100
Home: 2017
Mobile: (415) 559-8883 / 415-725-8923
Bus Fax: (415) 892-3132
E-mail: cwear@commplay.us

Marturano - Currie Grove, LLC

300 Old Reading Pike
Bldg. 1, Suite 102
Stowe, Pa. 19464
Bus: (610) 970-8846
Home: 2017
Mobile: (610) 310-5926
Bus Fax: (610) 970-4719
E-mail: curriegrove@aol.com

Marturano - Dakota Excavating Contractor, Inc.

200 East Church St.
Bergenfield, NJ 07621
Bus: (201) 439-1000
Mobile: (201) 954-5301
Bus Fax: (201) 439-0444
E-mail: opiedak@aol.com

Marturano - G & G Builders

4542 Contractors Place
Livermore, Ca. 94551
Bus: (925) 846-9023
Home: 2017
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: gcallahan@ggbuildersinc.com

Marturano - Harris Fence Corp. (Harris, Jim)

4492 Route 130
Burlington, NJ 08016
Bus: (609) 387-4050
Home: 2017
Mobile: (609) 517-7613
E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road
Huntington Station, N.Y. 11746
Bus: (631) 271-1963
Home: 2016
Mobile: (516) 864-1522
Bus Fax: (631) 271-1975
E-mail: jhines@horizonconceptsinc.net

Marturano - Kamback Bros. LLC (Kamback, Greg)

54 E. Lagoona Drive
Brick, NJ 08723
Bus: (732) 558-3868
Home: 2017
Mobile: (732) 558-3868
Bus Fax: (732) 477-0046
E-mail: gregKamback@comcast.net

m

Marturano - Kel-Tech Construction, Inc. - Kelleher, Vincent

12-11 Redfern Ave.
Queens, N.Y. 11691
Bus: (718) 383-3353
Home: 2017
Mobile: (917) 682-3988
Bus Fax: (718) 337-3360
E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
Home: 2016
Mobile: (845) 742-1745
E-mail: cs@kidzzplay.com

Marturano - Lobo Construction Services, Inc.

250 Orchard Road
East Patchoeve, NY 11772
Bus: (631) 286-6184
Home: 2018
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

Marturano - M & M Site Improvement, Inc. (Mcperson, Robert)

53 Gladstone Road
New Rochelle, NY 10805
Bus: (917) 679-1012
Home: 2018
Bus Fax: (914) 813-8639
E-mail: rem129@aol.com

Marturano - Marrs Playground Installation, Co.

16860 Paula Road
Madem, Ca. 93636

P.O. Box 318
Friant, Ca. 93626
Bus: (559) 479-8490
Home: 2017
Mobile: (559) 930-1700
Bus Fax: (559) 479-8490
E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road
Mamaroneck, NY 10543
Bus: (914) 698-5024
Home: 2017
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

Marturano - Performance Flooring Systems (Melville, Garth)

289 Milton Road
Rye, NY 10580
Bus: (917) 930-1521
Home: 2018
Mobile: (917) 930-1521
E-mail: garth@sportcourtventures.com

Marturano - Picerno-Giordano Construction, LLC (Richard Picerno)

200 Market Street
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2017
Mobile: (908) 296-0505
Bus Fax: (908) 241-7854
E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive
Santa Clara, CA 95050
Bus: (408) 244-9848
Home: 2016
Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

Marturano - Rubberecycle, LLC. - Gates, Brian

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrec.com

Marturano - Scott Construction of Rochester, Inc.

23 Wells Street
Rochester, NY 14611
Bus: (585) 370-6331
Home: 2018
Mobile: (585) 370-6331
Bus Fax: (585) 325-2893
E-mail: mscott1299@hotmail.com

m

Marturano - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Home: 2015
Mobile: (530) 945-2041
Bus Fax: (530) 222-3269
E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
Edison, NJ 08817
P.O. Box 1096
Edison, N.J. 08817
Bus: (732) 287-5544
Home: 2018
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978
E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
Staten Island, NY 10305
Bus: (718) 415-4555
Home: 2018
Mobile: (917) 577-8274
Bus Fax: (718) 442-2567
E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Home: 2018
Mobile: (716) 913-5957
E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Home: 2017
Mobile: (732) 496-5706
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954

P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2017
Mobile: (707) 696-7734
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
Zimmerman, MN 55398
Bus: (763) 856-5293
Home: 2018
Mobile: (763) 244-0188
Bus Fax: (763) 856-0536
E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430
E-mail: scssafetup@frontiernet.net

S

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
Noblesville, In. 46062
Bus: (317) 694-4373
Home: 2016
Mobile: (317) 694-4373
Bus Fax: (317) 770-7482
E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116

1019Victory Drive
Howell, Mi. 48843
Bus: (517) 545-7122
Home: 2016
Mobile: (313) 806-8406
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com

S

Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton, ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t

Total Recreation - Barcon Construction

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpassini_barcon@yahoo.com

t

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

t

Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com

W

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610



REQUEST FOR PROPOSAL 269-2017-028

SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

**THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED
WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT
EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL
NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE
STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.**

**Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations
of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This
warranty gives you specific legal rights and you may also have other rights that vary from state to state.**

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting therefrom. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



10 YEAR LIMITED WARRANTY

Playcore Inc. (the “Seller”) warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture’s specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.
Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller’s liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller’s option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

January 16, 2024 CC Meeting



Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf **Product Specification**

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or DuraFlo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 ¾ inches
- GT Impax Turf™ Elite 1 ¾ inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm3
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.
Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain ¼” per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	¼” in any 10-foot direction and 1/8” in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u>	<u>Percent Passing</u>
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain ¼” per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8” in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

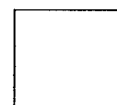
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com



BigToys & EarlyWorks Environments Limited Warranty | 2017



LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

BigToys & EarlyWorks Environments Limited Warranty | 2017

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

BigToys & EarlyWorks Environments Limited Warranty | 2017

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

BigToys & EarlyWorks Environments Limited Warranty **2017**

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

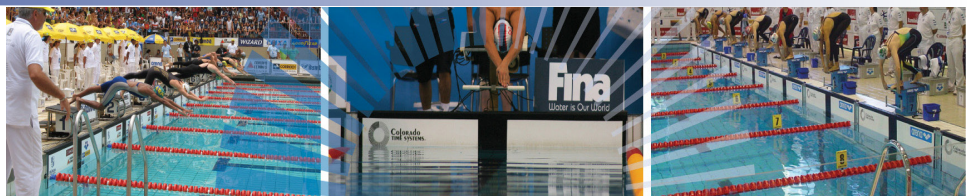
Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.

January 16, 2024 CC Meeting



5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: bleachers.net



NRSTM

National Recreation Systems

A **PLAYCORE** Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**

Fax **(260)-482-7449**

E-mail: sales@bleachers.net

Online: www.bleachers.net



Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®

7100 Spectrum Lane

Missoula, MT 59808

info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.



UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warranties its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service

1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc. at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Contract#: 2017001134
Amendment#: 1
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates unit price adjustments as specified in Exhibit A (attached) and becomes effective on January 1, 2018.
- 4. This First Amendment incorporates freight rate adjustments as specified in Exhibit D (attached) and becomes effective on January 1, 2018.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134

Amendment#: 1

Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

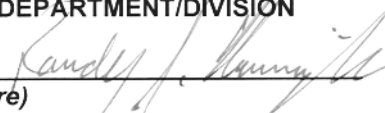
BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 20, 2017

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION**


BY: 
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 1-2-18

**CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT**

BY: 
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 12/21/17

Contract#: 2017001134
Amendment#: 2
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 3rd day of May 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Second Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.6 percent (3.6%) due to increased tariffs on steel and aluminum imports shall become effective on all future Company orders as of May 3, 2018.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 2
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

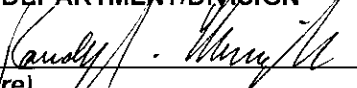
BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: April 3, 2018

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION**


BY: 
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 4/6/18

**CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT**

BY: 
(signature)

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 4/6/18

Exhibit A

Price Adjustments Due to Steel and Aluminum Tariffs

GAMETIME 2018 U.S. COMMUNITIES PRICE LIST 1805 ADJUSTMENTS

			% of Change
1.0 <u>Park and Playground Equipment</u>			
1.1	GameTime Play Equipment (see	Playground Equipment Ages 2 - 12 Years	3.6%
1.2	BigToys Play Equipment	EarlyWorks (6 months) & beyond	3.0%
1.3	Harmony Park Freenotes	Musical Instruments	0.0%
1.4	Snug	Early Childhood Play Equipment	0.0%
1.5	UltraPlay	Play Equipment	0.0%
1.6	UltraPlay - Discovery Centers	Play Equipment	0.0%
1.7	UltraPlay - Early Play	Early Childhood Play Equipment	0.0%
1.8	UltraPlay - NatureRocks	Climbing Rocks	0.0%
2.0 <u>Outdoor Fitness Equipment</u>			
2.1	GameTime Fitness	Youth & Adult Fitness Apparatus	3.6%
2.2		WaterFit Fitness Equipment	0.0%
2.3	Colorado Time Systems	Aquadic Timing Systems	0.0%
2.4		Track Timing Systems	0.0%
2.5	Everlast	Climbing Walls	0.0%
2.6	Power Systems	Fitness Accessories	0.0%
3.0 <u>Site Accessories</u>			
3.1	GameTime	Park and Site Furnishings	3.6%
3.2	Colorado Time Systems	Scoreboards	0.0%
3.3	Dero	Bike Storage	2.0%
3.4	GT Grandstands	Grandstands	3.0%
3.5	NRS	Bleachers	3.0%
3.6	GTShade	Shade Structures	3.6%
3.7	UltraShelter	Shelter Structures	0.0%
3.8	UltraSite	Site Furnishings & Accessories	0.0%
4.0 <u>Surfacing Materials</u>			
4.1		Engineered Wood Fiber	0.0%
4.2		Recycled Materials (Shredded)	0.0%
4.3		Recycled Rubber Tiles	0.0%
4.4	GameTime GTImpax Safety	Poured-In-Place & Bonded Rubber	0.0%
4.5		Artificial Turf	0.0%
4.6		LifeFloor Safety Surfacing for Wet Floors	0.0%
4.7		Surfacing Accessories	0.0%
5.0 <u>Related Products</u>			
5.1	Spectrum	Pool Lifts & Aquatic Components	0.0%
5.2	Spohn Ranch	Skate Parks	0.0%
5.3	The Fountain People	Architectural Fountains	0.0%
5.4	UltraSite - BarkPark	Dog Parks	0.0%
5.5	Water Odyssey	Water Parks	0.0%
6.0 <u>Support Services</u>			
6.1	GameTime Sales Agencies	Design & Project Management	0.0%
6.2	GameTime Sales Agencies	Installation, Sitework, Layout, Repair, Maintenance, Removal, Disposal	0.0%
6.3	Playground Guardian	Safety Audits & Inspections	0.0%

Contract#: 2017001134
Amendment#: 3
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of September 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Third Amendment incorporates Federal Contract Terms and Conditions as Exhibit H and attached hereto, due to new laws and requirements, effective July 1, 2018.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 3
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

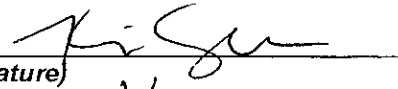
BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: August 17, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: 
(signature)

PRINT NAME: Kim Eagle

TITLE: Assistant City Manager

DATE: 9/4/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Christee Gibson

TITLE: Insurance Manager

DATE: 8/30/18

Contract#: 2017001134
Amendment#: 3
Vendor#: 121531

Exhibit H

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Agreement to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Contract#: 2017001134
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6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
10. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

Contract#: 2017001134
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supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Equal Employment Opportunity.** In its performance under the Contract, Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract#: 2017001134
Amendment#: 4
Vendor#: 121531

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

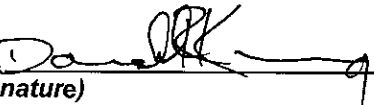
- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fourth Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.1 percent (3.1%) as specified in Exhibit A and shall become effective on January 1, 2019.
- 4. This Fourth Amendment incorporates freight rate adjustments as specified in Exhibit D and becomes effective on January 1, 2019.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 4
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

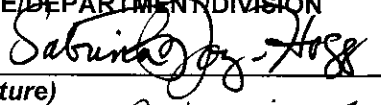
BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 4, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: 
(signature)

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 12/17/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Ins Mgr

DATE: 12/13/18

Exhibit A

Price Adjustments

Contract#:2017001134
Amendment#: 5
Vendor#: 121531

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of April 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fifth Amendment incorporates new products and pricing as specified in Exhibit A (attached).
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 5
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime


BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: March 28, 2019

CITY OF CHARLOTTE:

BY: 
(signature)

PRINT NAME: Sabrina Jay Hogg

TITLE: Deputy City Manager

DATE: 4/2/19

Exhibit A

Revised 2019 Product and Price List #1904

Contract#:2017001134
Amendment#: 6
Vendor#: 121531

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2020 by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The City of Charlotte and the Company agreed to amend the contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
- 2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Sixth Amendment incorporates price adjustments for an aggregate increase of 3.2% as specified in Exhibit A.
- 4. This Sixth Amendment incorporates freight rate adjustments as specified in Exhibit D.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

Contract#: 2017001134
Amendment#: 6
Vendor#: 121531

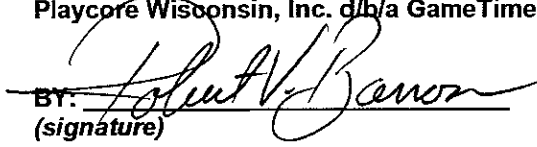
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 6
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

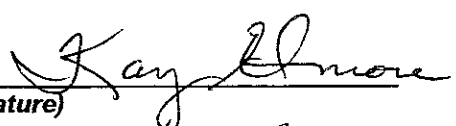
BY: 
(signature)

PRINT NAME: Robert V. Barron

TITLE: Senior Vice President of Sales

DATE: 12/9/2019

CITY OF CHARLOTTE:

BY: 
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 12/10/2019

Contract#: 2017001134
Amendment#: 6
Vendor#: 121531

Exhibit A
Revised 2020 Price List

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 1st of January 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties now desire to amend the Contract to incorporate new products, price adjustments, freight rate adjustments, and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

- 1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
- 2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Seventh Amendment incorporates new products and price adjustments for an aggregate increase of 2.5% due to escalation in annual wage, operating overhead, and overall material costs including steel, aluminum, plastic resin, and fasteners as specified in Exhibit A.

Contract #: 2017001134
Amendment #: 7
Vendor #: 121531

4. This Seventh Amendment incorporates freight rate adjustments as specified in Exhibit D.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventh Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Sales Administration

TITLE: _____

DATE: 12/14/2020

DATE: _____



Date Submitted: December 22, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 7

Contract Name: Playground and Outdoor Fitness Equip., Site Accessories, Surfacing, & Products / Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Victoria O. Johnson

Key: f98f2b82106208b08804836a6d996b691

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 16th of March 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Eighth Amendment by reference.

Contract#: 2017001134
Amendment#: 8
Vendor#: 121531

2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The City consents to allow the Company to add a [REDACTED] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A*, [REDACTED] due to escalation in material costs. This surcharge makes the pricing [REDACTED] more than the pricing originally allowed in the current year of the Contract.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.


[Signature Page Follows]

Contract#: 2017001134
Amendment#: 8
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eighth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 3/8/2021

DATE: _____



Digital Contract Routing Form

Date Submitted: March 18, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 8

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: 6662b82106208b08604836a5d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 17th of May 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED].
- J. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.

2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The City consents to allow the Company to add a [REDACTED] for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A*, except for surfacing products and surfacing accessories, [REDACTED]
[REDACTED]
4. Exhibit H of the Contract ("Federal Contract Terms and Conditions) is hereby appended as follows:
 12. *Domestic (U.S.) Procurement Preference. Playcore Wisconsin, Inc. dba GameTime should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.


[Signature Page Follows]

Contract#: 2017001134
Amendment#: 9
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Ninth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 5/7/2021

DATE: _____



Digital Contract Routing Form

Date Submitted: May 25, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 9

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: 666f26b2106208b08604836a5d966b91

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Tenth Amendment") is made and entered into this 14th of July 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate [REDACTED] material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate [REDACTED] material surcharge.
- K. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Tenth Amendment by reference.
- 2. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The City consents to allow the Company to add [REDACTED] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A* due to escalation in material

Contract#: 2017001134
Amendment#: 10
Vendor#: 121531

costs. This surcharge is in addition to two previous material surcharges that were added by previous amendments. The total surcharge is not to exceed [REDACTED] more than the pricing originally allowed in the current year of the Contract.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.


[Signature Page Follows]

Contract#: 2017001134
Amendment#: 10
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Tenth Amendment to be executed as of the date first written above.

**PLAYCORE WISCONSIN, INC.
DBA GAMETIME**

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 7/12/2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: July 28, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 10

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

esigned via Seandocs.com
Brent Cagle
Key: 8682b82106208b0860483da5d9db831

January 16, 2024 CC Meeting



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN102326389-CAS-GAUWX-20-21

CONTACT NAME: Brenda Young-Epps
PHONE (A/C, No, Ext): (404) 995 3074
E-MAIL ADDRESS: brenda.youngepps@marsh.com

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Evanston Insurance Company	35378
INSURER B : Travelers Property Casualty Company Of America	25674
INSURER C : ACE Property And Casualty Ins Co	20699
INSURER D : The Travelers Indemnity Company of America	25666
INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER F : Travelers Casualty And Surety Company	19038

INSURED
Playcore Wisconsin, Inc.
dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

COVERAGES

CERTIFICATE NUMBER:

ATL-004719473-16

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MKL2VPBC000784	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		TJ-CAP-9D897065TIL-20	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		XOOG71549501 002	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B D F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	UB-2N106953-20-51-R UB-2N159031-20-51-K UB-7J602089-20-14-G (See Additional Page.)	08/01/2020	08/01/2021	<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
E	Excess Umbrella		BE 016159343	08/01/2020	08/01/2021	Each Occurrence 15,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract 2017001134 at "Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services City of Charlotte, its officers, officials, agents and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via CG 2010, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street
Charlotte, NC 28202

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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

UB-2N106953-20-51-R (AZ, FL, OR, WI)

UB-2N159031-20-51-K (AK AL CO GA IA IL IN KS KY MD MI MN MO MT NC ND NE NV NY OH OK PA PR SC TN TX UT VA WA WY)

UB-7J602089-20-14-G (AZ CA CO CT FL GA ID IL IN KS MD MI MN MO MT NC NH NJ NM NV NY OK OR PA SC TN TX WV)

POLICY NUMBER: MKLV2PBC000784

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

January 16, 2024 CC Meeting

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 1st of December 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED] % material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a [REDACTED] % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a [REDACTED] % material surcharge.
- L. The parties now desire to amend the Contract to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety to the adjustments in the 2022 Master Price List which are attached hereto as Exhibit A.1.
4. The Freight Rate Schedules in Exhibit D of the Contract is hereby replaced in its entirety to the adjustments in the 2022 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
5. Section 34 of the Contract (“Required By City Ordinance: Commercial Non-Discrimination”) is hereby replaced in its entirety as provided below:

REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Playcore Wisconsin, Inc. dba GameTime agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Playcore Wisconsin, Inc. dba GameTime consents to be bound by the award of any arbitration conducted thereunder.”

6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 11
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

**PLAYCORE WISCONSIN, INC.
DBA GAMETIME**

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 11/30/2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 13, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 11

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

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eSigned via SeamlessDocs.com
Brent Cagle
Key: 66f2b82108208b08604836a5396b891

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Twelfth Amendment") is made and entered into this 1st of July 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED] % material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a [REDACTED] % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a [REDACTED] % material surcharge.
- L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.
- M. The parties now desire to amend the Contract to [extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Twelfth Amendment by reference.
2. Defined terms used in this Twelfth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Twelfth Amendment extends the Term of the Contract by the first of two (2) two-year renewal terms to expire on June 30, 2024.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.


[Signature Page Follows]

Contract#: 2017001134
Amendment#: 12
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Twelfth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 4/12/2022

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: April 21, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 12

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

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document iden

eSigned via SeamlessDocs.com
Brent Cagle
Key: 66f2b82108208b08604836a5396b891

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Thirteenth Amendment") is made and entered into this 5th of December 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED] % material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a [REDACTED] % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a [REDACTED] % material surcharge.
- L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.

- M. The parties amended the Contract on July 1, 2022 to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties now desire to amend the Contract to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Thirteenth Amendment by reference.
- 2. Defined terms used in this Thirteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2023 Master Price List which are attached hereto as Exhibit A.1.
- 4. The National Network of Distributors is hereby replaced in its entirety and is attached as Exhibit C.1.
- 5. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2023 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
- 6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Thirteenth Amendment to be executed as of the date first written above.

**PLAYCORE WISCONSIN INC.
DBA GAMETIME:**

BY: 
(signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 11/22/2022

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 02, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017001134

Amendment #: 13

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin Inc., dba GametTime

Vendor #: 121531

zed
per

ures, once completed, shall b
document iden

eSigned via SeamlessDocs.com
Brent Cagle
Key: 66f2b82108208b08604836a5396b891

Contract#: 2017001134
Amendment#: 14
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FOURTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

**THIS FOURTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND
OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED
PRODUCTS AND SERVICES** (this "Fourteenth Amendment") is made and entered into this
10 of July 2023, by and between Playcore Wisconsin, Inc., dba GameTime an
Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North
Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021, to incorporate a [REDACTED] material surcharge.
- J. The parties amended the Contract on May 17, 2021, to incorporate a [REDACTED] material surcharge.
- K. The parties amended the Contract on July 14, 2021, to incorporate a [REDACTED] material surcharge.
- L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

Contract#: 2017001134

Amendment#: 14

Vendor#: 121531

- M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.
- O. The parties now desire to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T


- 1. The terms of the Contract are restated by and incorporated into this Fourteenth Amendment by reference.
- 2. Defined terms used in this Fourteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This fourteenth Amendment extends the term of the Contract by the second of two (2) two-year renewal terms to June 30, 2026.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 14
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: 
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 6/27/2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: July 10, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 14

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f6d72b82106208b08904836a6d99b8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-22-23	CONTACT NAME: Brenda Young-Epps PHONE (A/C, No, Ext): (404) 995 3074 FAX (A/C, No): E-MAIL ADDRESS: brenda.youngepps@marsh.com														
INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B : Indemnity Ins Co Of North America</td><td>43575</td></tr><tr><td>INSURER C : ACE Property And Casualty Ins Co</td><td>20699</td></tr><tr><td>INSURER D : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER F : ACE Fire Underwriters Insurance Company</td><td>20702</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Indemnity Ins Co Of North America	43575	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : ACE American Insurance Company	22667	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : ACE Fire Underwriters Insurance Company	20702
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INSURER D : ACE American Insurance Company	22667														
INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445														
INSURER F : ACE Fire Underwriters Insurance Company	20702														

COVERAGES **CERTIFICATE NUMBER:** ATL-004719473-23 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		MKLV2PBC001627	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAL H10690110	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			XEUG71549501 004 RETENTION Umb Catastrophe \$25,000	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER \$
D D F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50669828 SCF C50669786 SCF C50669713 (See Additional Page.)	08/01/2022 08/01/2022 08/01/2022	08/01/2023 08/01/2023 08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			021908174	08/01/2022	08/01/2023	Each Occurrence 15,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract 2017001134-14; Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services
City of Charlotte, its officers, officials, agents, and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via CG 2010 04/13, when required by written contract. A
Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

CERTIFICATE HOLDER City of Charlotte 600 East Fourth Street Charlotte, NC 28202	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 of Marsh USA LLC <i>John White</i>
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AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

WLR C50669828 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA

SCF C50669786 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX

SCF C50669713- Wisconsin (WI)

EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Proposal for City of San Fernando

Prepared by



11-17-2023
Job # 109417-01

Pioneer Park Playground Option 6



435-760-5103 | www.gwpark.com

Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA





SALES REP
TYLER KYRIOPOULOS
435-760-5103
TYLER@GWPARK.COM

This play equipment is recommended for children ages 2-5/5-12

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: EB
Date: 11/15/2023
Drawing Name: 107127-01-Opt 6



Pioneer Park Playground Option 6

City of San Fernando
Attn: Julian Venegas
117 Macneil St
San Fernando, CA 91340
Phone: 818-898-7381
jvenegas@sfcity.org

Ship to Zip 91340

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Playground- <ul style="list-style-type: none"> Reference Drawing 109417-01-Opt 6 NDS Playon! and NDS Inclusive Play	\$148,050.00	\$70,612.34	\$70,612.34
1	RDU	GameTime - Swing Set- <ul style="list-style-type: none"> Reference Drawing 109417-01-Opt 6 	\$7,132.00	\$6,387.77	\$6,387.77
1	EKW02I	GameTime - ECHO PreSchool Whimsy Inground	\$25,248.00	\$21,208.32	\$21,208.32
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,345.00	\$1,055.25	\$1,055.25
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$991.00	\$445.95	\$445.95
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$748.00	\$658.24	\$658.24
1	14927	GameTime - NDS Play On Sign Package			
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	14911	GameTime - Thrive 250	\$15,570.00	\$12,767.40	\$12,767.40
5763	PIP	GT-Impax - Poured in Place Surfacing - **List Price \$129,878.35, discounted per Omnia Contract 5,763 Total Sq Ft (2 pads adjacent to each other) Playground = 5,365 sf, 8' CFH, Includes (2) 50/50 Standard EPDM and Black colors - TBD Simple design includes 3 sections of 2 alternating colors, no TTA pads Fitness pad 1 = 398 sf, 8' CFH Fitness pads include 50/50 standard EPDM and black, with no design, no TTA pads Aromatic Binder Prevailing Wages	\$18.48	\$18.48	\$106,500.24
1	INSTALL	TJ Janca - Site Work- <ul style="list-style-type: none"> Demo/remove existing equipment. Demo/remove PIP for 5,365 sq ft at 3 1/2" depth. Excavate/remove existing grass/earth 398 sq ft at 7.5" depth. Provide/install CAB materials compacted to 90% for 5,763 sq ft at 6" depth. Provide/install temp fencing around playground area for 350'LF (windscreen and sand bags not included) Provide and install 40 LF of MOW Curb 6"x8". Remove and dispose of spoils. Prevailing wages. Price includes one (1) move-on only. 	\$58,185.00	\$58,185.00	\$58,185.00



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/17/2023
Quote #
109417-01-09

Pioneer Park Playground Option 6

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	INSTALL	TJ Janca - Playground Equipment - <ul style="list-style-type: none"> • Installation only of (1) Gametime structure #107127-01-Opt2 • Installation only of New Thrive 250 • Footings excavation, and concrete. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Price includes one (1) move-on only. 	\$71,335.00	\$71,335.00	\$71,335.00
Contract: OMNIA #2017001134				Sub Total	\$349,155.51
				Freight	\$5,600.00
				Tax	\$11,596.37
				Total	\$366,351.88

Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$5595 plus tax if applicable.

Shipping to Site Address:
828 Harding Street
San Fernando, CA 91340

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Prevailing Wages

City of San Fernando OMNIA # 4001568



Pioneer Park Playground Option 6

Remit Payment to:

GameTime
 P.O. Box 680121
 Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
 If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
 Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
 Standard orders with equipment, installation and surfacing are requested to be split billed.
 Equipment, Taxes & Freight as noted above
 Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
 Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
 Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
 Completed Project Information Sheet (if applicable)
 Copies of Payment and Performance Bonds (if applicable)
 A 1.5% per month finance charge will be imposed on all past due invoices.
 Retainage not accepted.
 Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



Pioneer Park Playground Option 6

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **\$366,351.88**

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.

CUSTOM COLORS:

ITEM	COLOR
Basic 2	Orange
Accent 2	Beige
Fabric	True Blue

NA <input type="radio"/> BASIC			NA <input type="radio"/> ACCENT/ARCH			NA <input type="radio"/> METAL ROOF			NA <input type="radio"/> ROTO			NA <input type="radio"/> TUBE			NA <input type="radio"/> PLASTIC ROOF			NA <input type="radio"/> HDPE			2 COLOR HDPE			NA <input type="radio"/> SHADE		
<input type="radio"/>	White	<input type="radio"/>	White	<input type="radio"/>	White	<input type="radio"/>	White	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Dolphin Gray	<input type="radio"/>	Black	<input type="radio"/>	White/Black	<input type="radio"/>	Khaki	
<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Dolphin Gray/Black	<input type="radio"/>	Graphite	
<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Black/White	<input type="radio"/>	Cloud	
<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	White/Black	<input type="radio"/>	Sand	
<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Black/White	<input type="radio"/>	Evergreen	
<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Beige/Green	<input type="radio"/>	Azure	
<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Brown/Beige	<input type="radio"/>	Aquamarine	
<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Green/Beige	<input type="radio"/>	Tree Frog	
<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Green/White	<input type="radio"/>	Deep Sea	
<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Spring Green/White	<input type="radio"/>	Sky	
<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Blue/Beige	<input type="radio"/>	Black	
<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Sky Blue/White	<input type="radio"/>	Mesa	
<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red/White	<input type="radio"/>	Dandelion	
<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Yellow/Black			
<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>				
<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>				
<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>				
<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>				
<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>				
<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>				
<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>				

DECKS

NA ☐

Gray

Blue

Brown

RECYCLED LUMBER

NA ☐

Gray

Tudor

Sand

ROCK

NA ☐

Sandstone

Deep Granite

HANDGRIP

NA ☐

Red

Green

Blue

Beige

VistoRope Standard

Red

Sky Blue

Yellow

Green

Brown

Natural

Black

VistoRope Custom

Red/Black

Red/Sky Blue

Sky Blue/Yellow

Green/Brown

Colors for VistoRope products only. All standard GameTime ropes are black.

Proposal for City of San Fernando

Prepared by



11-14-2023
Job # 109417-01

Pioneer Park Playground Option 4



435-760-5103 | www.gwpark.com

**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**

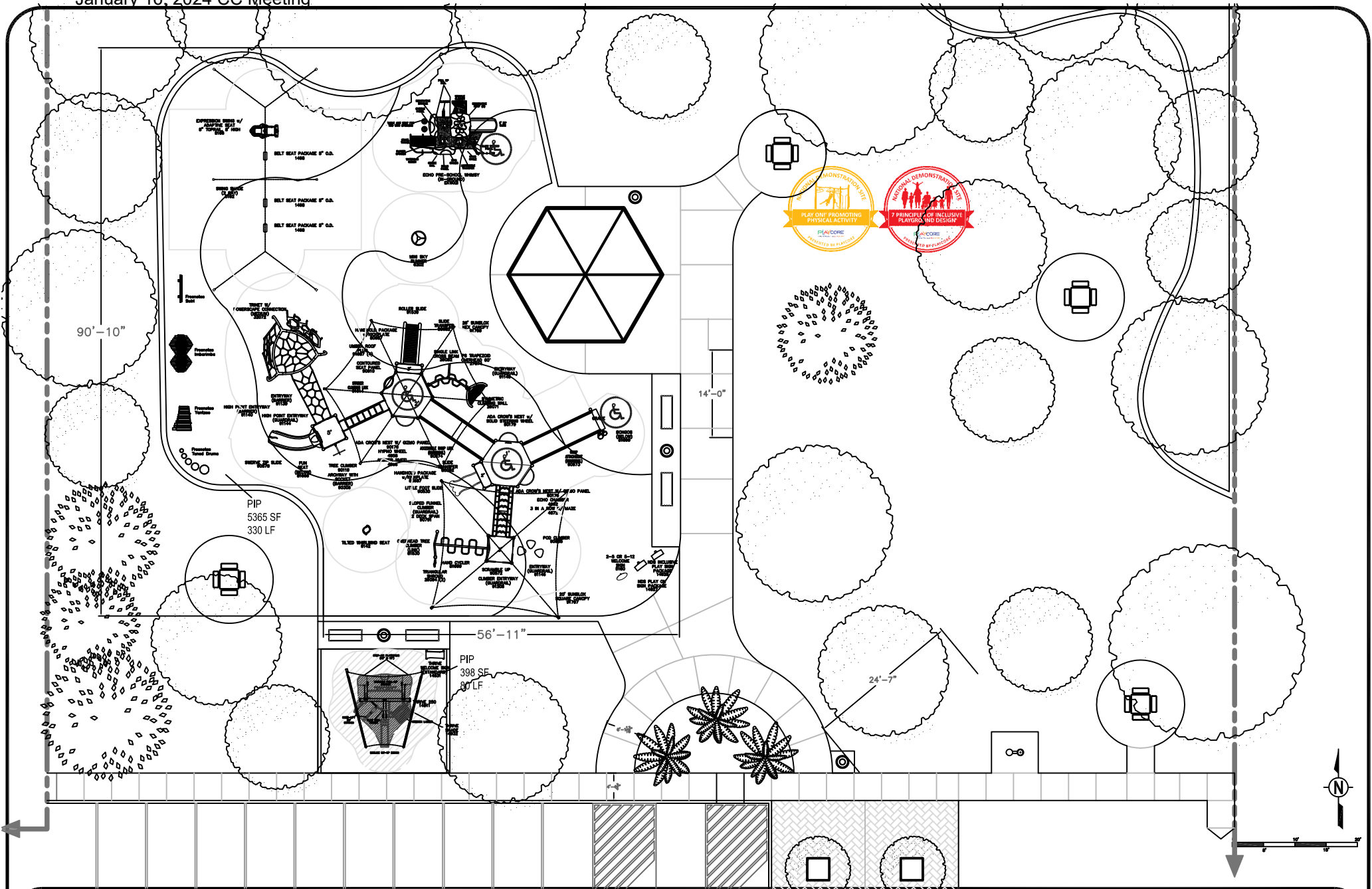


**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**



Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA





RE Shultz
Pioneer Park Playground
San Fernando, CA
Representative
Great Western Recreation

SALES REP
TYLER KYRIOPOULOS
435-760-5103
TYLER@GWPARK.COM
(represented as the sales representative with Great Western Rec)

Total Elevated Play Components	7/15
Total Elevated Play Components Accessible By Ramp	-/9 Required -/8
Total Elevated Components Accessible By Transfer	7/- Required 4/-
Total Accessible Ground Level Components Shown	4/12 Required 2/5
Total Different Types Of Ground Level Components	3/4 Required 2/3

This play equipment is recommended for children ages
2-5/5-12

Minimum Area Required:
-
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
EB
Date:
11/8/2023
Drawing Name:
107127-01-Opt 4



Pioneer Park Playground Option 4

City of San Fernando
Attn: Julian Venegas
117 Macneil St
San Fernando, CA 91340
Phone: 818-898-7381
jvenegas@sfcity.org

Ship to Zip 91340

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
2-5 Playground					
1	EKW02I	GameTime - ECHO PreSchool Whimsy Inground	\$25,248.00	\$21,208.32	\$21,208.32
5-12 Playground					
1	RDU	GameTime - Custom 5-12 Playground- <ul style="list-style-type: none"> Reference Drawing 109417-01-Opt 4 NDS PlayOn! and Inclusive Play	\$164,071.00	\$84,965.27	\$84,965.27
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$748.00	\$658.24	\$658.24
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	14927	GameTime - NDS Play On Sign Package			
Freestanding Equipment					
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$991.00	\$445.95	\$445.95
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,345.00	\$1,055.25	\$1,055.25
1	Deluxe Freenotes Deluxe Ensemble IG-REC	Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums If customer chooses to go with Starter Ensemble - remove \$7,970 from Quote	\$22,209.00	\$21,098.55	\$21,098.55
Swing Set					
1	5192	GT-Shade - Double Bay Swing Shade	\$12,695.00	\$12,314.15	\$12,314.15
3	1468	GameTime - 2958 Belt Seat Pkg 5" Od	\$365.00	\$306.60	\$919.80
1	5173	GameTime - Adaptive Swing w/Rung Belt	\$273.00	\$229.32	\$229.32
1	5166	GameTime - Expression Swing w Adaptive Seat 5"	\$2,927.00	\$2,458.68	\$2,458.68
Fitness Area					
1	14911	GameTime - Thrive 250	\$15,570.00	\$12,767.40	\$12,767.40
1	14932	GameTime - Thrive Shade	\$5,893.00	\$5,716.21	\$5,716.21



Pioneer Park Playground Option 4

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
5763	PIP	GT-Impax - Poured in Place Surfacing - **List Price \$129,878.35, discounted per OMNIA Contract PIP 5,763 Total Sq Ft (2 pads adjacent to each other) Playground = 5,365 sf, 8' CFH, Includes (2) 50/50 Standard EPDM and Black colors 2,508 SF - 50/50 Blue/Black 2,857 SF - 50/50 Green/Black Simple design includes 3 sections of 2 alternating colors, no TTA pads Fitness pad 1 = 398 sf, 8' CFH Fitness pads include 50/50 standard EPDM and black, with no design, no TTA pads Aromatic Binder Prevailing Wages	\$18.48	\$18.48	\$106,500.24
1	INSTALL	Install - Site Work- •Demo/remove existing equipment. •Demo/remove PIP for 5,365 sq ft at 3 1/2" depth. •Excavate/remove existing grass/earth 398 sq ft at 7.5" depth. •Provide/install CAB materials compacted to 90% for 5,763 sq ft at 6" depth. •Provide/install temp fencing around playground area for 350'LF (windscreen and sand bags not included) •Provide and install 40 LF of MOW Curb 6"x8". •Remove and dispose of spoils. •Prevailing wages. •Price includes one (1) move-on only.	\$58,185.00	\$58,185.00	\$58,185.00
1	INSTALL	Install - Playground Equipment- •Installation only of (1) Gametime structure #107127-01-Opt 4 •Installation only of New Thrive 250 •Footings excavation, and concrete. •Equipment assembly. •Removal of spoils. •Prevailing wages. •Price includes one (1) move-on only.	\$80,996.00	\$80,996.00	\$80,996.00
1	INSTALL	Install - Installation of Freenotes Harmony Park Deluxe Ensemble- Prevailing Wages	\$4,950.00	\$4,950.00	\$4,950.00
Contract: OMNIA #2017001134				Sub Total	\$414,468.38
				Freight	\$15,185.14
				Tax	\$16,793.31
				Total	\$446,446.83



Pioneer Park Playground Option 4

Comments

Your Sales Rep is Tyler Kyriopoulos and Brandon Seitz. Please reach out to Tyler at 435-760-5103 or Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$6820 plus tax if applicable.

Shipping to Site Address:
828 Harding Street
San Fernando, CA 91340

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Prevailing Wages

City of San Fernando OMNIA # 4001568

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664



Pioneer Park Playground Option 4

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

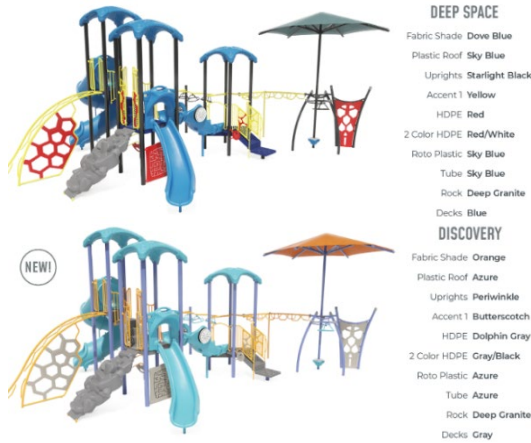
Purchase Amount: **\$446,446.83**

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.

PALETTE COLOR SELECTIONS Approved by: _____





Swings- Lime Fabric

Proposal for City of San Fernando

Prepared by



11-14-2023
Job # 109417-01

Pioneer Park Playground Option 5



435-760-5103 | www.gwpark.com

Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA



Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA



Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA



**Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA**



**Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA**

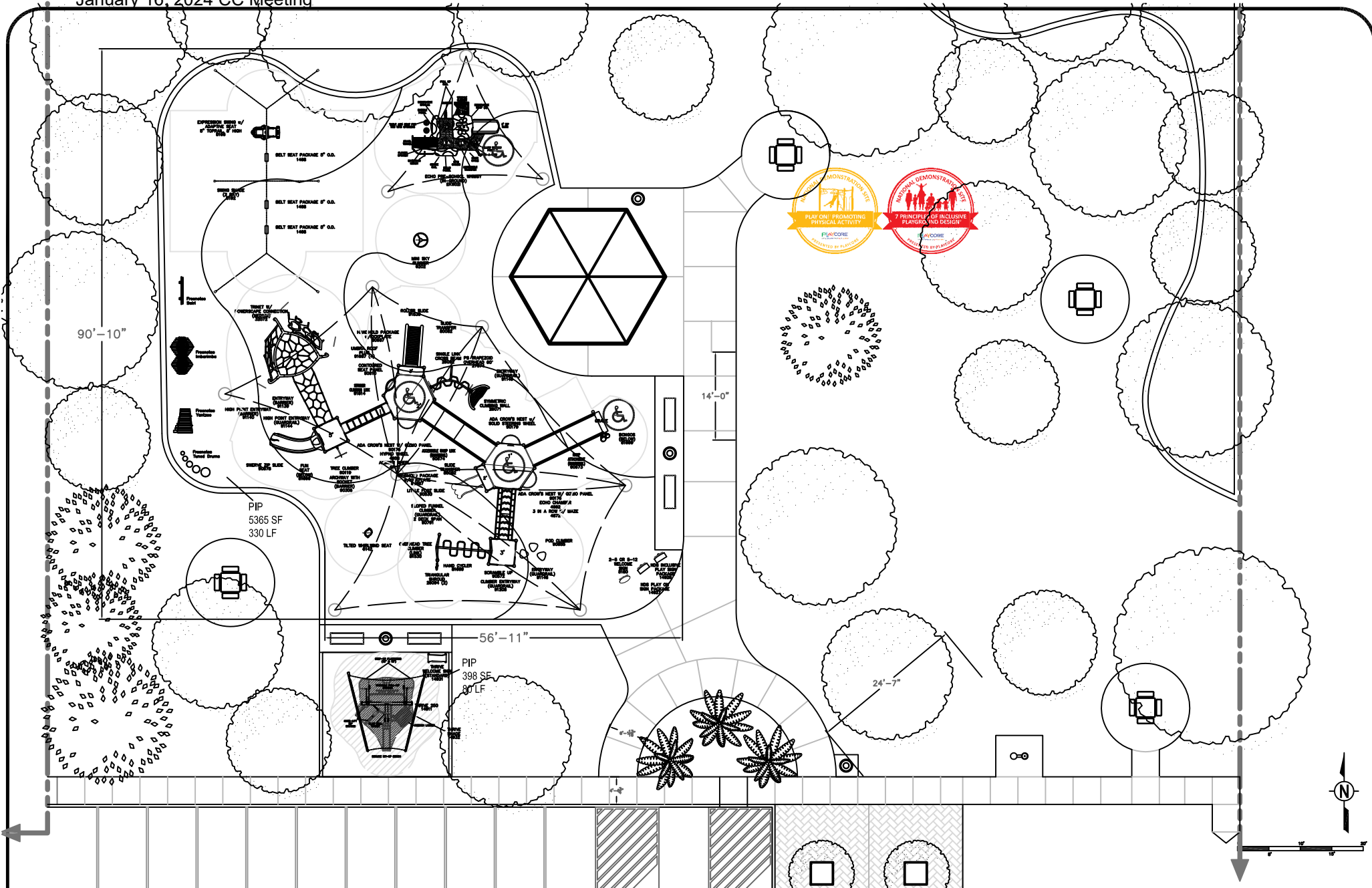


**Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA**



Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA





RE Shultz
Pioneer Park Playground
San Fernando, CA
Representative
Great Western Recreation

SALES REP
TYLER KYRIOPOULOS
435-760-5103
TYLER@GWPARK.COM
Representative of this plan developed with 10/20/2023

Total Elevated Play Components	7/15
Total Elevated Play Components Accessible By Ramp	9/9 Required 4/8
Total Elevated Components Accessible By Transfer	7/12 Required 4/12
Total Accessible Ground Level Components Shown	4/12 Required 2/5
Total Different Types Of Ground Level Components	3/4 Required 2/3

This play equipment is recommended for children ages 2-5/5-12

Minimum Area Required:
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
EB
Date:
11/9/2023
Drawing Name:
107127-01-Opt 5



Pioneer Park Playground Option 5 - Freestanding Shades

City of San Fernando
Attn: Julian Venegas
117 Macneil St
San Fernando, CA 91340
Phone: 818-898-7381
jvenegas@sfcity.org

Ship to Zip 91340

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
2-5 Playground					
1	EKW02I	GameTime - ECHO PreSchool Whimsy Inground	\$25,248.00	\$21,208.32	\$21,208.32
5-12 Playground					
1	RDU	GameTime - Custom 5-12 Playground- <ul style="list-style-type: none"> Reference Drawing 109417-01-Opt 5 NDS PlayOn! and Inclusive Play	\$135,491.00	\$60,958.07	\$60,958.07
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$748.00	\$658.24	\$658.24
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	14927	GameTime - NDS Play On Sign Package			
Freestanding Equipment					
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$991.00	\$445.95	\$445.95
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,345.00	\$1,055.25	\$1,055.25
1	Deluxe Freenotes Deluxe Ensemble IG- REC	Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums If customer chooses to go with Starter Ensemble - remove \$7,970 from Quote	\$22,209.00	\$21,098.55	\$21,098.55
Swing Set					
1	5192	GT-Shade - Double Bay Swing Shade	\$12,695.00	\$12,314.15	\$12,314.15
3	1468	GameTime - 2958 Belt Seat Pkg 5" Od	\$365.00	\$306.60	\$919.80
1	5173	GameTime - Adaptive Swing w/Rung Belt	\$273.00	\$229.32	\$229.32
1	5166	GameTime - Expression Swing w Adaptive Seat 5"	\$2,927.00	\$2,458.68	\$2,458.68
Fitness Area					
1	14911	GameTime - Thrive 250	\$15,570.00	\$12,767.40	\$12,767.40
1	14932	GameTime - Thrive Shade	\$5,893.00	\$5,716.21	\$5,716.21



Pioneer Park Playground Option 5 - Freestanding Shades

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	Custom Shade	Superior International - COLUMNS FOR CUSTOM SAIL SHADE:- (2) COLUMNS: 08" SCH 40 - 1 @ 15' HT + 6" RECESS TO BASE PLATE. - 1 @ 17' HT + 6" RECESS TO BASE PLATE. (4) COLUMNS: 10" SCH 40 - 2 @ 15' HT + 6" RECESS TO BASE PLATE. - 2 @ 17' HT + 6" RECESS TO BASE PLATE. (1) COLUMN: 14" OD HSS @ 19' HT + 6" RECESS TO BASE PLATE. FRAME COLOR: TBD SHIPPING WEIGHT: 5,872 LBS	\$34,472.00	\$33,782.56	\$33,782.56
1	Custom Shade	Superior International - CANOPIES FOR CUSTOM SAIL SHADE:- (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 24' X 36' X 39' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 21' X 36' X 38' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 27' X 34' X 38' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 18' X 27' X 30' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 29' X 30' X 30' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. FABRIC COLOR: TBD SHIPPING WEIGHT: 263 LBS NOTE: COLUMNS / WALL BRACKETS MUST BE INSTALLED BEFORE FABRIC MEASUREMENTS ARE TAKEN TO ASSURE PROPER FIT. FABRIC DIMENSIONS/SIZE MUST BE PROVIDED TO SRP WITHIN 6 MONTHS OF COLUMN DELIVERY OR SHADE FABRIC WILL BE SUBJECT TO MARKET PRICING.	\$16,084.00	\$15,762.32	\$15,762.32
1	Custom Shade	Superior International - COLUMNS FOR CUSTOM SAIL SHADE:- (3) COLUMNS: 06" SCH 40 - 1 @ 10' HT + 6" RECESS TO BASE PLATE. - 1 @ 11' HT + 6" RECESS TO BASE PLATE. - 1 @ 11' HT + 6" RECESS TO BASE PLATE. FRAME COLOR: TBD SHIPPING WEIGHT: 1,166 LBS	\$5,388.00	\$5,280.24	\$5,280.24
1	Custom Shade	Superior International - CANOPY FOR CUSTOM SAIL SHADE:- (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 23' X 25' X 25' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. FABRIC COLOR: TBD SHIPPING WEIGHT: 50 LBS NOTE: COLUMNS / WALL BRACKETS MUST BE INSTALLED BEFORE FABRIC MEASUREMENTS ARE TAKEN TO ASSURE PROPER FIT. FABRIC DIMENSIONS/SIZE MUST BE PROVIDED TO SRP WITHIN 6 MONTHS OF COLUMN DELIVERY OR SHADE FABRIC WILL BE SUBJECT TO MARKET PRICING.	\$2,914.00	\$2,855.72	\$2,855.72



Pioneer Park Playground Option 5 - Freestanding Shades

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	ENGINEERING	Superior International - Sealed Drawings and Calculations- Engineering: Sealed Drawings & Fees with Calculations 5 TRIANGLE SAILS	\$1,600.00	\$1,568.00	\$1,568.00
1	ENGINEERING	Superior International - Sealed Drawings and Calculations- Engineering: Sealed Drawings & Fees with Calculations 1 TRIANGLE SAIL	\$1,335.00	\$1,308.30	\$1,308.30
1	ABT	Superior International - Anchor Bolt Template- Anchor Hardware and Templates; Includes Steel Plate Template And Hardware For Cast In Place Anchoring System. (Ship In advance)	\$200.00	\$196.00	\$196.00
5763	PIP	GT-Impax - Poured in Place Surfacing - **List Price \$129,878.35, discounted per OMNIA Contract 5,763 Total Sq Ft (2 pads adjacent to each other) Playground = 5,365 sf, 8' CFH, Includes (2) 50/50 Standard EPDM and Black colors 2,508 SF - 50/50 Blue/Black 2,857 SF - 50/50 Green/Black Simple design includes 3 sections of 2 alternating colors, no TTA pads Fitness pad 1 = 398 sf, 8' CFH Fitness pads include 50/50 standard EPDM and black, with no design, no TTA pads Aromatic Binder Prevailing Wages	\$18.48	\$18.48	\$106,500.24
1	INSTALL	Install - Site Work- •Demo/remove existing equipment. •Demo/remove PIP for 5,365 sq ft at 3 1/2" depth. •Excavate/remove existing grass/earth 398 sq ft at 7.5" depth. •Provide/install CAB materials compacted to 90% for 5,763 sq ft at 6" depth. •Provide/install temp fencing around playground area for 350'LF (windscreen and sand bags not included) •Provide and install 40 LF of MOW Curb 6"x8". •Remove and dispose of spoils. •Prevailing wages. •Price includes one (1) move-on only.	\$58,185.00	\$58,185.00	\$58,185.00
1	INSTALL	Install - Playground Equipment- •Installation only of (1) Gametime structure #107127-01-Opt5 •Installation only of New Thrive 250 •Footings excavation, and concrete. •Equipment assembly. •Removal of spoils. •Prevailing wages. •Price includes one (1) move-on only.	\$78,984.00	\$78,984.00	\$78,984.00
1	INSTALL	Install - Installation of Freenotes Harmony Park Deluxe Ensemble - Prevailing Wages	\$4,950.00	\$4,950.00	\$4,950.00
1	INSTALL	Install - Shade Shelter Installation- •Installation only of Sail Shades by Superior Per drawing #107127-01-Opt5 •Footing excavation and concrete. •Rebar cages and anchor bolts included. •Assembly of shade structures. •Prevailing wage •Off-site disposal of spoils. •Final price based on approved stamped plans* •Price includes one (1) move-on only	\$72,406.00	\$72,406.00	\$72,406.00



Pioneer Park Playground Option 5 - Freestanding Shades

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
Contract: OMNIA #2017001134				Sub Total	\$521,608.32
				Freight	\$22,445.14
				Tax	\$20,559.77
				Total	\$564,613.23

Comments

Your Sales Rep is Tyler Kyriopoulos and Brandon Seitz. Please reach out to Tyler at 435-760-5103 or Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$8625 plus tax if applicable.

Shipping to Site Address:
828 Harding Street
San Fernando, CA 91340

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Prevailing Wages

City of San Fernando OMNIA # 4001568



Pioneer Park Playground Option 5 - Freestanding Shades

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



Pioneer Park Playground Option 5 - Freestanding Shades

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **\$564,613.23**

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.

PALETTE COLOR SELECTIONS Approved by: _____



Swings- Sage basic
Forest Green Fabric



OCEAN FLOOR

Fabric Shade True Blue
Plastic Roof Azure
Uprights Chartreuse
Accent 1 Royal Purple
HDPE Dolphin Gray
2 Color HDPE Spring Green/White
Roto Plastic Azure
Tube Azure
Rock Dark Granite
Decks Brown



SHINE

Fabric Shade Sky
Plastic Roof Orange
Uprights Sky Blue
Accent 1 Spring Green
HDPE Orange
2 Color HDPE Spring Green/White
Roto Plastic Orange
Tube Orange
Rock Sandstone
Decks Gray



VOYAGE

Fabric Shade Charcoal
Plastic Roof Azure
Uprights Sage
Accent 1 Ice Butter
HDPE Dolphin Gray
2 Color HDPE Gray/Black
Roto Plastic Azure
Tube Azure
Rock Deep Granite
Decks Gray



PASSION FRUIT

Fabric Shade Azure
Plastic Roof Yellow
Uprights Orange
Accent 1 Spring Green
HDPE Sky Blue
2 Color HDPE Sky Blue/White
Roto Plastic Yellow
Tube Yellow
Rock Sandstone
Decks Brown



SPRING BLOOM

Fabric Shade True Blue
Plastic Roof Spring Green
Uprights Champagne
Accent 1 Spring Green
HDPE Sky Blue
2 Color HDPE Sky Blue/White
Roto Plastic Sky Blue
Tube Spring Green
Rock Deep Granite
Decks Brown



WATERMELON

Fabric Shade Lime
Plastic Roof Red
Uprights White
Accent 1 Chartreuse
HDPE Green
2 Color HDPE Spring Green/White
Roto Plastic Red
Tube Red
Rock Dark Granite
Decks Blue



POPSICLE

Fabric Shade Brown
Plastic Roof Burgundy
Uprights Vanilla
Accent 1 Azure
HDPE Dolphin Gray
2 Color HDPE Gray/Black
Roto Plastic Burgundy
Tube Burgundy
Rock Deep Granite
Decks Chocolate Brown



SUNRISE

Fabric Shade Yellow
Plastic Roof Royal Purple
Uprights Orange
Accent 1 White
HDPE Dolphin Gray
2 Color HDPE Gray/Black
Roto Plastic Royal Purple
Tube Royal Purple
Rock Deep Granite
Decks Gray



WEST PALM

Fabric Shade Lime
Plastic Roof Orange
Uprights Sky Blue
Accent 1 Spring Green
HDPE Blue
2 Color HDPE Spring Green/White
Roto Plastic Orange
Tube Orange
Rock Sandstone
Decks Gray



RIPTIDE

Fabric Shade True Blue
Plastic Roof Sky Blue
Uprights Sea Mist
Accent 1 Azure
HDPE Orange
2 Color HDPE Orange/White
Roto Plastic Sky Blue
Tube Sky Blue
Rock Dark Granite
Decks Blue



TIMBERLAND

Fabric Shade Sky
Plastic Roof Sky Blue
Uprights Brown
Accent 1 Spring Green
HDPE Sky Blue
2 Color HDPE Sky Blue/White
Roto Plastic Sky Blue
Tube Sky Blue
Rock Deep Granite
Decks Blue



WHIMSY

Fabric Shade Navy Blue
Plastic Roof Orange
Uprights White
Accent 1 Blue
HDPE Orange
2 Color HDPE Spring Green/White
Roto Plastic Periwinkle
Tube Sky Blue
Rock Deep Granite
Decks Gray



Proposal for City of San Fernando

Prepared by



01-03-2024
Job # 109417-01

Pioneer Park Playground Option 7



435-760-5103 | www.gwpark.com

Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA



Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA



Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA



**Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA**



**Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA**



Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA



Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA



Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA



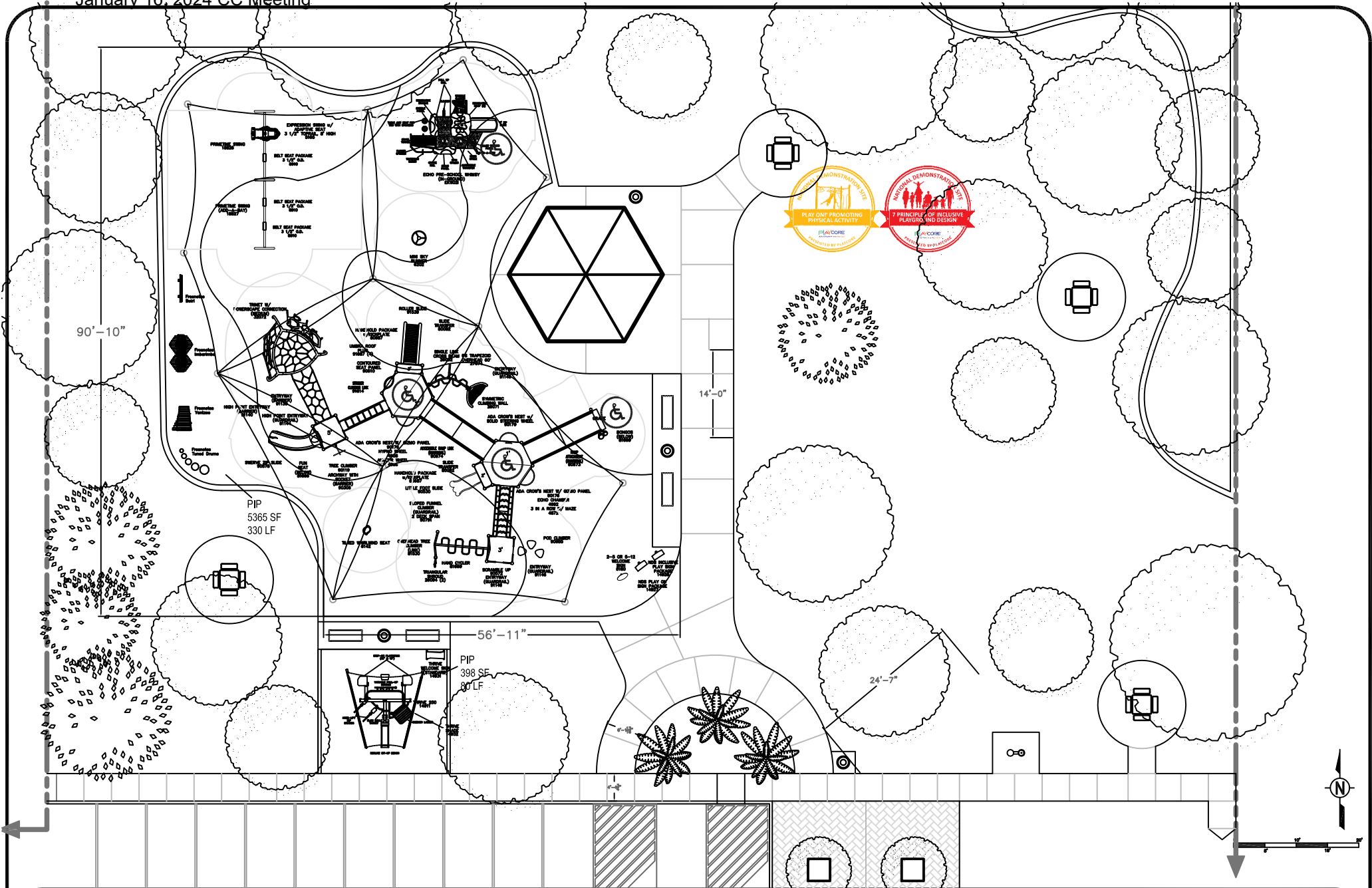
A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Tyler@gwpark.com



Pioneer Park Playground-Project 109417-01-Opt 7
San Fernando, CA





RE Shultz
Pioneer Park Playground
San Fernando, CA
Representative
Great Western Recreation

SALES REP
TYLER KYRIOPOULOS
435-760-5103
TYLER@GWPARK.COM
Representative of the Alpha Recreation
with: Miller-Riley Inc.

Total Elevated Play Components	7/15
Total Elevated Play Components Accessible By Ramp	~9/ Required ~8
Total Elevated Components Accessible By Transfer	7/- Required 4/-
Total Accessible Ground Level Components Shown	4/12 Required 2/5
Total Different Types Of Ground Level Components	3/4 Required 2/3

This play equipment is recommended for children ages 2-5/5-12

Minimum Area Required:
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
EB
Date:
12/14/2023
Drawing Name:
107127-01-Opt 7



Pioneer Park Playground Option 7

City of San Fernando
Attn: Julian Venegas
117 Macneil St
San Fernando, CA 91340
Phone: 818-898-7381
jvenegas@sfcity.org

Ship to Zip 91340

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
2-5 Playground					
1	EKW02I	GameTime - ECHO PreSchool Whimsy Inground	\$25,248.00	\$21,208.32	\$21,208.32
5-12 Playground					
1	RDU	GameTime - Custom 5-12 Inclusive Playground- <ul style="list-style-type: none"> Reference Drawing 109417-01-Opt 7 NDS PlayOn! and NDS Inclusion	\$131,996.00	\$59,734.82	\$59,734.82
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$748.00	\$658.24	\$658.24
1	14927	GameTime - NDS Play On Sign Package			
1	14928	GameTime - NDS Inclusive Play Sign Package			
Freestanding Equipment					
1	RDU	GameTime - Swing Set- <ul style="list-style-type: none"> Reference Drawing 109417-01-Opt 7 	\$7,132.00	\$6,387.76	\$6,387.76
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,345.00	\$1,055.25	\$1,055.25
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$991.00	\$445.95	\$445.95
1	Deluxe Freenotes Deluxe Ensemble IG-REC	Freenotes Harmony - Freenotes Deluxe Recycled Inground Ensemble Collection - Includes: Swirl, Imbarimba, Yantzee, and Tuned Drums If customer chooses to go with Starter Ensemble - remove \$7,970 from Quote	\$22,209.00	\$21,098.55	\$21,098.55
Fitness Equipment					
1	14911	GameTime - Thrive 250	\$15,570.00	\$12,767.40	\$12,767.40
1	14932	GameTime - Thrive Shade	\$5,893.00	\$5,716.21	\$5,716.21
1	COLUMNS	Superior International - Columns for Custom Sail Shade- (1) COLUMN: 08" SCH 40 @ 10' HT + 6" RECESS TO BASE PLATE. (4) COLUMNS: 10" SCH 40 - 1 @ 12' HT + 6" RECESS TO BASE PLATE. - 2 @ 14' HT + 6" RECESS TO BASE PLATE. - 1 @ 17' HT + 6" RECESS TO BASE PLATE. (4) COLUMNS: 12.75" OD HSS - 2 @ 14' HT + 6" RECESS TO BASE PLATE. - 1 @ 17' HT + 6" RECESS TO BASE PLATE. - 1 @ 19' HT + 6" RECESS TO BASE PLATE. (3) COLUMNS: 14" OD HSS - 1 @ 14' HT + 6" RECESS TO BASE PLATE. - 1 @ 17' HT + 6" RECESS TO BASE PLATE. - 1 @ 19' HT + 6" RECESS TO BASE PLATE.	\$75,960.00	\$74,440.80	\$74,440.80



Pioneer Park Playground Option 7

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	CANOPIES	Superior International - Canopies for Custom Sail Shade- (1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 23' X 30' X 40.5' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) CUSTOM HYPERBOLIC CANOPY TO FIT OPENING APPROXIMATELY 23' X 27' X 34' X 21' X 37' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) CUSTOM HYPERBOLIC CANOPY TO FIT OPENING APPROXIMATELY 30' X 29' X 19' X 27' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) CUSTOM HYPERBOLIC CANOPY TO FIT OPENING APPROXIMATELY 20' X 24' X 29' X 27' X 29' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) CUSTOM HYPERBOLIC CANOPY TO FIT OPENING APPROXIMATELY 27' X 17' X 23' X 26' X 19' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS.	\$30,515.00	\$29,904.70	\$29,904.70
1	ENG	Superior International - Engineering	\$1,735.00	\$1,700.30	\$1,700.30
1	ABT	Superior International - Advanced Bolt Template	\$200.00	\$196.00	\$196.00
5763	PIP	GT-Impax - Poured in Place Surfacing - **List Price \$129,878.35, discounted per Omnia Contract 5,763 Total Sq Ft (2 pads adjacent to each other) Playground = 5,365 sf, 8' CFH, Includes (2) 50/50 Standard EPDM and Black colors - TBD Simple design includes 3 sections of 2 alternating colors, no TTA pads Fitness pad 1 = 398 sf, 8' CFH Fitness pads include 50/50 standard EPDM and black, with no design, no TTA pads Aromatic Binder Prevailing Wages	\$18.48	\$18.48	\$106,500.24
1	INSTALL	Install - Site Work- •Demo/remove existing equipment. •Demo/remove PIP for 5,365 sq ft at 3 ½" depth. •Excavate/remove existing grass/earth 398 sq ft at 7.5" depth. •Provide/install CAB materials compacted to 90% for 5,763 sq ft at 6" depth. •Provide/install temp fencing around playground area for 350'LF (windscreen and sand bags not included) •Provide and install 40 LF of MOW Curb 6"x8". •Remove and dispose of spoils. •Prevailing wages. •Price includes one (1) move-on only.	\$58,185.00	\$58,185.00	\$58,185.00
1	INSTALL	Install - Playground Equipment-- •Installation only of (1) Gametime structure #107127-01-Opt5 •Installation only of New Thrive 250 •Footings excavation, and concrete. •Equipment assembly. •Removal of spoils. •Prevailing wages. •Price includes one (1) move-on only.	\$78,984.00	\$78,984.00	\$78,984.00



Pioneer Park Playground Option 7

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	INSTALL	Install - Shade Shelter Installation- •Installation only of Sail Shades by Superior Per drawing #QU00273852 •Footing excavation and concrete. •Rebar cages and anchor bolts included. •Assembly of shade structures. •Prevailing wage •Off-site disposal of spoils. •Final price based on approved stamped plans* •Price includes one (1) move-on only	\$97,370.00	\$97,370.00	\$97,370.00
Contract: OMNIA #2017001134				Sub Total	\$576,353.54
				Freight	\$19,820.00
				Tax	\$24,119.72
				Total	\$620,293.26

Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$9475 plus tax if applicable.

Shipping to Site Address:
828 Harding Street
San Fernando, CA 91340

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Prevailing Wages

City of San Fernando OMNIA # 4001568



Pioneer Park Playground Option 7

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



Pioneer Park Playground Option 7

ACCEPTANCE OF QUOTATION:

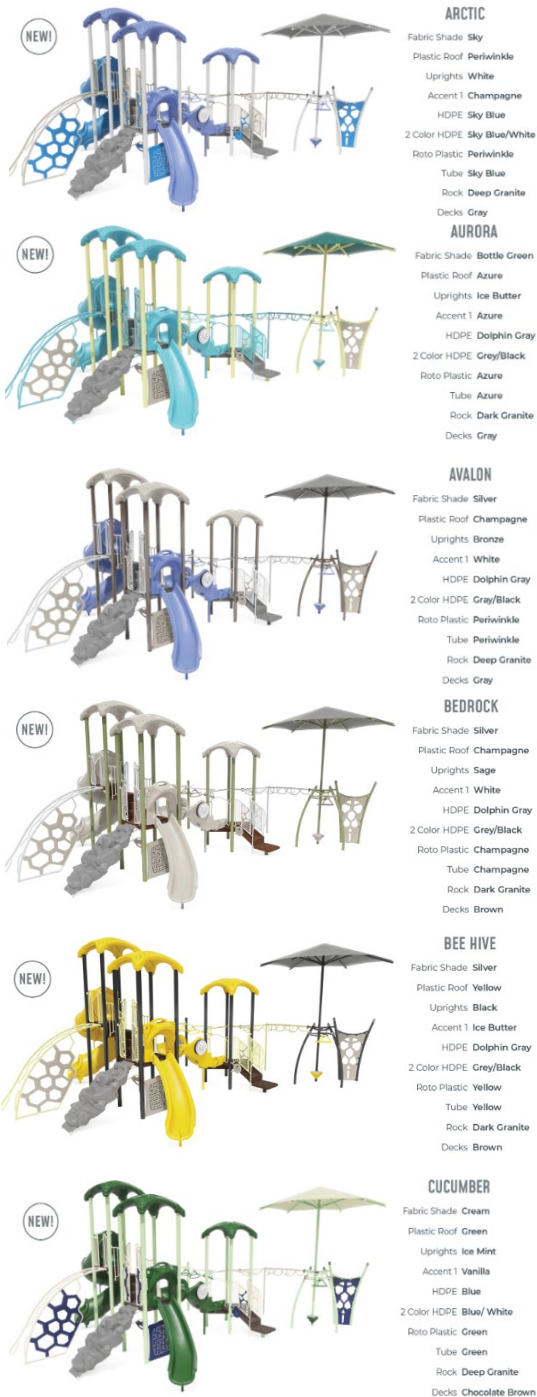
Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **\$620,293.26**

Date: _____

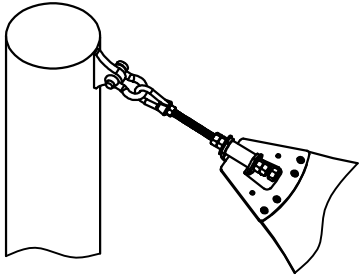
Signature

Please fill out this [ORDER FORM](#), this is required to process the order.

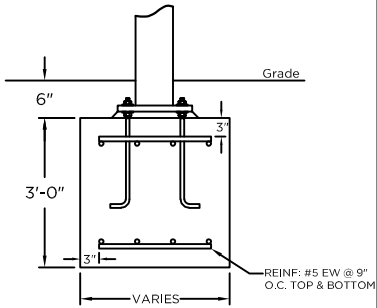


Swings- Sage basic
Forest Green Fabric





Fabric Connection

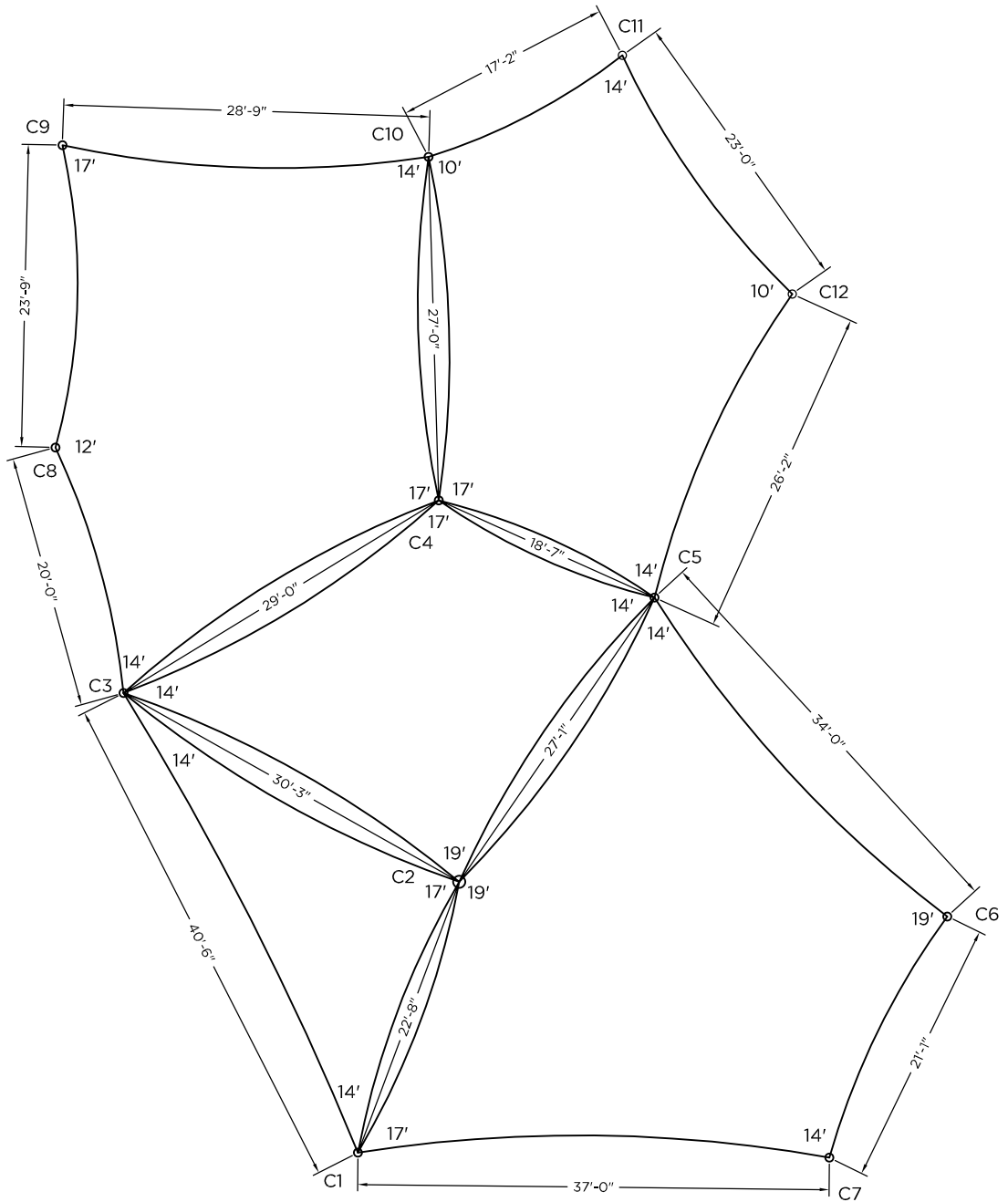


Footer Detail

FOUNDATION NOTE: ALL FOUNDATION SIZES ARE ESTIMATIONS ONLY ACTUAL SIZING SHOULD BE DETERMINED BY A LOCALLY QUALIFIED STRUCTURAL ENGINEER PRIOR TO INSTALLATION.

Column & Footing Schedule

Column ID	Column Size	Est. Footing Size
C1	12.75" OD HSS	6.6' x 6.6' x 3.0'
C2	14" OD HSS	8.5' x 8.5' x 3.0'
C3	12.75" OD HSS	7.0' x 7.0' x 3.0'
C4	14" OD HSS	8.0' x 8.0' x 3.0'
C5	14" OD HSS	7.6' x 7.6' x 3.0'
C6	12.75" OD HSS	5.8' x 5.8' x 3.0'
C7	10" Sch40	5.0' x 5.0' x 3.0'
C8	10" Sch40	4.5' x 4.5' x 3.0'
C9	10" Sch40	5.0' x 5.0' x 3.0'
C10	12.75" OD HSS	6.3' x 6.3' x 3.0'
C11	10" Sch40	4.2' x 4.2' x 3.0'
C12	08" Sch40	3.5' x 3.5' x 3.0'



SHADE
BY SUPERIOR RECREATIONAL PRODUCTS

PROJECT NAME
SAN FERNANDO SAIL SHADES

QUOTE
QUO0273852

TITLE
Proposal

DATE
12/13/2023

SCALE
Not to Scale

DRAWN BY
JSJ

SHEET
1 of 1

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.



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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Carlos Hernandez, Assistant to the City Manager

Date: January 16, 2024

Subject: Informational Update on the Language Translation Services Pilot and Consideration to Approve an Extension to the Contract Services Agreement with The Language Pros

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive an informational update on the Language Translation Services pilot;
- b. Approve Contract No. 2187(a) (Attachment "A") extending the contract services agreement with The Language Pros for translation and interpretation services;
- c. Authorize the City Manager to execute all related documents; and
- d. Provide direction to staff as appropriate.

BACKGROUND:

1. On August 1, 2022, then Councilmember Rodriguez agendized a discussion to consider a Language Access Plan for monolingual, Spanish-speaking residents. City Councilmembers requested staff to bring back a report to a future meeting with additional information to include policy guidelines, level of service options, and to identify costs to appropriate funds potentially for the Fiscal Year 2023-2024 Budget.
2. On May 15, 2023, the City Council adopted the Community Engagement Framework (Resolution No. 8230), which included a section on Language Access, as well as pricing for such services. The City Council amended the framework to ensure that projects that require direct engagement with the public must include a plan for public engagement in the scope of work, including Spanish interpretation and translation. The City Council directed staff to provide an update on the application of the Community Engagement Framework for all department projects, programs, and policies within 60 days.

Informational Update on the Language Translation Services Pilot and Consideration to Approve an Extension to the Contract Services Agreement with The Language Pros

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3. On June 20, 2023, the City Council adopted the Fiscal Year (FY) 2023-2024 City Budget including a one-time enhancement request for Language Translation Services in the amount of \$64,000; with the goal of piloting Spanish language interpretation and translation of agendas at City Council and City Commission meetings for up to six months, concluding with an evaluation of the effectiveness of such services.
4. On July 17, 2023, staff prepared City Council Agenda Item No. 10 - Update on the Application to the City's Community Engagement Framework. Due to the substance and length of other discussion items considered during that meeting, City Council tabled discussion of Item No. 10 to the August 21, 2023 meeting.
5. On August 7, 2023, the contract between the City and the Language Pros for Translation Services was executed.

ANALYSIS:

The City of San Fernando incorporates community engagement into all major projects, policies, and programs to ensure that the community's input plays an important role in making local government both effective and responsive. In April 2023, the City Council adopted the Strategic Goals for FY 2022-2026. The first strategic goal, "Focus on Community First," emphasizes how vital community engagement is to the prosperity of San Fernando. Resident input on major City decisions supports the City Council and City staff in ensuring that community needs are prioritized in both the creation and implementation of its projects, policies, and programs.

In San Fernando, approximately 73.1% of residents speak a language other than English at home, 71.2% of those residents are Spanish speakers, and 28.1% of all San Fernando residents have limited English-speaking abilities¹. Considering San Fernando's large Spanish speaking population, the Language Translation Services pilot targets this segment of the community to be more actively involved and informed about City governance.

The six-month Language Translation Services pilot began on July 17, 2023, and will end on January 17, 2024. The City administratively awarded a contract services agreement to The Language Pros through an informal bidding process in a not-to-exceed amount of \$24,000. Throughout the pilot period, The Language Pros demonstrated value, staff availability, and flexibility on a per-meeting basis for City Council and City Commission meetings. The Language Pros also provided the use of interpretation equipment, technical assistance, and services for other languages, beyond Spanish, as deemed necessary by staff.

¹ US Census Data

Informational Update on the Language Translation Services Pilot and Consideration to Approve an Extension to the Contract Services Agreement with The Language Pros

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Use of Services.

During the pilot period, the usage of interpreters by meeting attendees during City Council meetings has been low, yet constant. There is often at least one community member who wishes to use the interpreter's service during City Council meetings. Interpreters are most typically needed during the public comment portion of the meeting. Few residents stay for the full duration of the City Council meetings. In some instances, staff have observed residents who may benefit from the service, but choose not to engage or use the service. In either case, interpreters announce the service to each resident as they enter Council Chambers, then once more before the meeting begins. Two interpreters are used during a City Council meeting so there is appropriate coverage and breaks for the contracted staff.

City Commission meetings typically have a much lower attendance rate, and accordingly, the number of residents using the interpretation service is also lower, often times zero. Since City Commission meetings are much shorter, one interpreter is available for up to three hours to provide service.

Interpreters were used for the Town Hall Discussion on Homelessness, which took place on October 18, 2023. The presentation slide deck was also available in Spanish for residents. Town Hall meetings like this one, or the Transaction Tax Town Hall meeting, are special meetings that staff expects to continue interpretation services to inform residents on specific programs or policies. For other project-related community meetings, staff will continue to include translation services as part of the project's scope and budget; pursuant to requirements outlined in the Community Engagement Framework. Table 1 outlines participation by meeting type for the initial Language Translation Services pilot.

Table 1- Resident Participation in the Language Translation Services Pilot

Meetings (July – December, 2023)	Number of Meetings During Pilot	Resident Participation
City Council	9	20
Education Commission	5	0
Parks, Wellness, & Recreation Commission	5	3
Planning & Preservation Commission	2	0
Transportation and Public Safety Commission	4	0
Homelessness Town Hall	1	1
Total	26	24

Recommendation.

Based on the usage of services during the initial six-month period, staff recommends extending the Language Translation Services pilot another six months, with the following modifications:

Informational Update on the Language Translation Services Pilot and Consideration to Approve an Extension to the Contract Services Agreement with The Language Pros

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- City Council Meetings - Continue providing translated agenda services; continue providing in-person interpretation services.
- City Commission Meetings - Continue providing translated agenda services; eliminate the in-person interpretation service.
- Special Community Meetings - Plan for in-person interpretation services to be available at up to four special community meetings per year, including the Town Hall on Homelessness and the Annual Transaction Tax Town Hall.
- Contingency funding for translation of state-mandated policies (e.g. SB 998/SB 3, State Mandated Policy Regarding Discontinuation of Residential Water Services).
- Staff to conduct a formal solicitation process to continue the Language Translation Services project in FY 2024-2025.

Spanish Subtitles for Live Streams.

Staff has investigated options for live Spanish (and English) subtitles during the live stream of City Council and City Commission meetings. These services are often provided using proprietary artificial intelligence (AI) technology that integrates with the live stream platform (e.g., YouTube, Facebook Live, Vimeo, etc.). At this time, staff has not been able to identify a technology solution that seamlessly integrates with the two live stream platforms currently used by the City: 1) Town Hall Streams (which records and streams the meetings), and 2) YouTube (which broadcasts the meetings).

The public currently has the option to view pre-recorded City Council and City Commission meetings with Spanish language subtitles through YouTube, however, the accuracy of the interpretation is not verified by staff nor is this feature available during a live stream. Staff will continue to explore technology solutions to provide reliable Spanish subtitles as advances in artificial intelligence are moving quickly and there are a number of existing software companies that operate in this space. If a compatible system is identified, staff will present the option to City Council for consideration.

BUDGET IMPACT:

The FY 2023-2024 City budget allocation for a Language Translation Services pilot in the amount of \$64,000 was approved to support residents who attend City Council and City Commission meetings. To date, a portion of that allocation has been spent on the initial six-month pilot with a sufficient funding remaining to cover the costs of extending the pilot another six months.

SOURCES		
Fund	Account Number	Allocation
General Fund	001-101-0000-4270	\$ 64,000.00
Total Sources:		\$ 64,000.00

Informational Update on the Language Translation Services Pilot and Consideration to Approve an Extension to the Contract Services Agreement with The Language Pros

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USES		
Activity	Account Number	Cost
Continuation of Language Translation Services for Six Months	001-101-0000-4270	\$ 20,147
Expenditures-to-Date	001-101-0000-4270	\$ 16,853
Total Uses:	001-101-0000-4270	\$ 37,000

The contractor, "The Language Pros," currently has a current not-to-exceed contract amount of \$24,000 in Contract No. 2187 (Attachment "B"). With consideration of increased rates for such services, the anticipated costs to continue the pilot will result in approximately \$20,000 in additional expenditures. The total 12-month project is anticipated to cost \$37,000.

The City awarded an administrative contract services agreement to The Language Pros through an informal bidding process and recommends extending the term of the six-month pilot through the end of the fiscal year, as well as increasing the not-to-exceed amount from \$24,000 to \$37,000. During the next six months, staff recommends preparing a formal solicitation process to continue the Language Translation Services through FY 2024-2025.

CONCLUSION:

It is recommended that the City Council extend the contract with The Language Pros, continuing the Translation Services pilot for six months, increase the not-to-exceed expenditure amount in Contract No. 2187 to \$37,000 (an increase of \$13,000), offer in-person interpretation at City Council meetings, offer translation of agendas for City Council meetings and City Commission meetings, and authorize the use of interpretation services for up to four special community meetings per year.

ATTACHMENTS:

- A. Contract No. 2187(a)
- B. Contract No. 2187

2024
CITY OF SAN FERNANDO
FIRST AMENDMENT TO SHORT-FORM CONTRACT SERVICES AGREEMENT

THE LANGUAGE PROS
Language Translation Services

THIS 2024 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Short-Form Contract Services Agreement – Language Translation Services" originally executed on the 17th day of July, 2023, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and THE LANGUAGE PROS (hereinafter, "CONTRACTOR"), is made and entered into this 16th day of January, 2024 ("Effective Date"). For purpose of this First 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 an agreement dated July 17, 2023, and entitled "Short-Form Contract Services Agreement – Language Translation Services" Contract No. 2187 (hereinafter, the "Master Agreement"); and

WHEREAS, the term of the Master Agreement expires January 17, 2024; and

WHEREAS, the Parties now wish to modify the Master Agreement to extend the term of services to July 17, 2023; and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$36,853.04 as a result of keeping language translation services for City Council meetings and up to four special community meetings ; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of January 16, 2024 under Agenda Item No. ____.

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 3 of the Master Agreement is hereby amended to July 17, 2024.

SECTION 2. The Not-To-Exceed Sum set forth under Section 4 of the Master Agreement shall not exceed the budgeted aggregate sum of \$36,853.04.

SECTION 3. Notwithstanding anything in the Master Agreement or First Amendment to the contrary, CONTRACTOR shall perform the various services and tasks set forth in the Scope of Work in accordance with the performance scheduled entitled "Scope of Work" which is referenced in Exhibit "A" of Contract No. 2187.

SECTION 4. 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 5. 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 CONTRACTOR 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.

(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 in this Agreement above.

CITY OF SAN FERNANDO:

THE LANGUAGE PROS:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

CITY OF SAN FERNANDO
SHORT-FORM CONTRACT SERVICES AGREEMENT

THIS SHORT-FORM CONTRACT SERVICES AGREEMENT is made and entered into on the 17th day of July, 2023 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and THE LANGUAGE PROS (hereinafter referred to as "CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACTOR. Shall provide or furnish the following specified services and/or materials: Interpretation at City Council and Commission meetings, as well as translation of meeting agendas as required by CITY staff.

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

Proposal from CONTRACTOR dated July 17, 2023 and attached hereto as Exhibit "A".

3. TERMS. The services and/or materials furnished under this Agreement shall commence July 17, 2023 and shall be completed by January 17, 2024 unless terminated pursuant to Section 5(g).

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

a. CITY shall pay CONTRACTOR an amount not to exceed Twenty-Four Thousand Dollars (\$24,000.00) to be paid in whole or in progress payments within thirty (30) days following receipt of an invoice. Final payment shall be made on completion/delivery of services/goods as detailed in Sections 1, 2, and 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with industry standards for the area in which CONTRACTOR operates. CITY is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the not to exceed amount.

b. CITY shall not reimburse for any of CONTRACTOR's costs or expenses to deliver any services/goods, unless specified in CONTRACTOR'S quote. CITY shall not be responsible for any interest or late charges on any payments from CITY to CONTRACTOR.

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

5. GENERAL TERMS AND CONDITIONS.

a. HOLD HARMLESS. CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of CONTRACTOR under this Agreement. With regard to CONTRACTOR's work

product, CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of CONTRACTOR under this Agreement.

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

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

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

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

e. INTEREST OF CONTRACTOR. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee relationship between CITY and CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

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

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

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

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

If to City:
City of San Fernando
Attn: Carlos Hernandez
117 N. Macneil Street
San Fernando, CA 91340

If to Contractor:
The Language Pros
Attn: Mark Huey
510 W. 6th Street, Suite 203
Los Angeles, CA 90014

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

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

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

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

CITY OF SAN FERNANDO:

DocuSigned by:
By: Nick Kimball
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Nick Kimball, City Manager
Date: 08/07/2023 | 1:35 AM EDT

THE LANGUAGE PROS:

DocuSigned by:
By: Mark Huey
E5F539EB049D465...
Name: Mark Huey
Title: President
Date: 08/04/2023 | 3:50 PM PDT



Fee Schedule-Interpreting & Translations City of San Fernando

July 17, 2023

On-site Interpreting (Commission Meetings)

English<>Spanish

Rate (3-hour minimum)*

\$375 per interpreter

On-site Interpreting (City Council Meetings)

English<>Spanish

Rate (3-hour minimum)**

\$375 per interpreter

Certified Translations

English>Spanish

Rate (cost per word)***

\$0.20

*While the Commission Meetings are billed at a 3-hour minimum, the maximum amount of time that a single interpreter will be able to interpret without having to contract a second interpreter is two (2) hours. If you anticipate any of these meetings lasting longer than two (2) hours, please let us know and we will reserve two (2) interpreters.

**After the 3-hour minimum has been reached, each interpreter will be billed at a rate of \$125 per hour (billed in hourly increments). It is mandatory that two (2) interpreters are contracted for all City Council Meetings. The client reserves the right to release the interpreters at their discretion at any time during the meeting.

***A minimum fee of \$85 will apply to all translation jobs.

Cancellation Policy: A 24-hour cancellation policy applies (business days only) to all interpreting assignments. 100% of contracted fees will be applied if any interpreting assignment is cancelled in less than 24-hours of contracted job start day/time.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: January 16, 2024

Subject: Consideration to Adopt a Resolution Declaring January 19th as Cindy Montañez Day Honoring Her Life and Legacy as a Distinguished Member of the San Fernando Community

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8280 (Attachment "A"), declaring the day of January 19 (her birthday) each year as Cindy Montañez Day honoring her life and legacy as a distinguished member of the San Fernando community.

BACKGROUND:

1. On September 5, 2023, the City Council approved and adopted Resolution No. 8259 renaming the Pacoima Wash Natural Park, located at 801 Eighth Street, to Cindy Montañez Natural Park honoring Councilmember Montañez' achievements, dedication and contributions to the community.
2. On September 9, 2023, the City hosted the Cindy Montañez Natural Park Dedication Ceremony and Park Clean-up renaming event.
3. On October 21, 2023, Councilmember Montañez passed away.
4. On November 6, 2023, Councilmember Fajardo agendized an item for City Council discussion regarding ways in which the City could best commemorate and pay tribute to the late Councilmember Montañez. The City Council directed staff to bring back adoption of a resolution declaring January 19th as Cindy Montañez Day (her birthday), as one of many ways to honor Councilmember Montañez to memorialize her lifetime achievements and her legacy as a distinguished member of the San Fernando community. City Council also directed staff to explore options for a permanent sign at Cindy Montañez Natural Park and organize a "Day of Service" in Councilmember Montañez' honor. A Day of Service is currently planned for Saturday, January 20, 2024, at 10:00 am, at Cindy Montañez Natural Park.

Consideration to Adopt a Resolution Declaring the Day of January 19th as Cindy Montañez Day Honoring Her Life and Legacy as a Distinguished Member of the San Fernando Community

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ANALYSIS:

In 1999, Cindy Montañez became the youngest person elected as a Councilmember for the City of San Fernando at the age of 25. She made history once more at 28 years old when she became the youngest Latina elected to the California State Legislature as the Assemblywoman for the 39th district, and again at 30 when she was the youngest female Democrat and first Latina to chair the Assembly Rules Committee. She was once again elected as Councilmember for the City of San Fernando in November 2020.

Councilmember Montañez will be remembered as a dedicated public servant and an advocate of environmental justice, education, and consumers' rights across California. Her legislative work focused on education, the environment, health care, and consumer and worker protection.

The attached Resolution memorializes the life and accomplishments of Councilmember Montañez while declaring January 19th each year as Cindy Montañez Day in the City of San Fernando.

BUDGET IMPACT:

There is no budget impact associated with approval of this resolution declaring Cindy Montañez Day.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8280 (Attachment "A"), declaring the day of January 19th (her birthday) as Cindy Montañez Day honoring her life and legacy as a distinguished member of the San Fernando community.

ATTACHMENT:

A. Resolution No. 8280

RESOLUTION NO. 8280

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, DECLARING THE DAY OF JANUARY 19 AS CINDY MONTAÑEZ
DAY HONORING HER LEGACY, LIFE TIME ACHIEVEMENTS, DEDICATION
AND CONTRIUBITONS TO THE COMMUNITY**

WHEREAS, Cindy Montañez is a lifelong Angeleno raised in the City of San Fernando, California. Cindy is one of six children, a daughter of immigrants, her mother raised in a remote, mountainous region of Veracruz, Mexico, and her father in the dry border state of Chihuahua;

WHEREAS, her parents sparked Cindy's environmental passion at an early age by pointing out local injustices in their own neighborhood. At 12 years old, Cindy and her family volunteered with local organizations planting trees and ultimately was influential in fostering her environmental commitment;

WHEREAS, during her freshman year as a student at the University of California Los Angeles, Cindy participated in a 14-day hunger strike on campus that forced the university to start a Chicano studies department, which led to the creation of the César E. Chávez Center Department of Chicana and Chicano Studies. The department later became the second University of California campus to offer a doctorate degree in Chicana and Chicano Studies;

WHEREAS, at the age of 25, Cindy was elected as the youngest Councilmember and eventually became the Mayor of her hometown, the City of San Fernando, California. At 28 years old, she again made history by becoming the youngest Latina woman elected to the California State Legislature as the Assemblywoman for the 39th District. In this role, she championed the environment, sustainable urban planning, and social justice. She authored Assembly Bill 68, known as the "Car Buyer's Bill of Rights," and successfully chaptered various other bills including statutes to improve the management of urban landfills, and a law to protect children from sexually abusive parent(s), earning a reputation as a passionate advocate for the environment, social justice, and sustainable urban planning;

WHEREAS, in February 2004, Cindy was named as the chairperson of the Assembly Rules Committee. At 30 years old, she was the youngest democratic woman and first Latina woman in its history to chair the powerful committee;

WHEREAS, she later joined the Los Angeles Department of Water and Power, as the Assistant General Manager, where she was a core part of the team transitioning the nation's largest publicly-owned utility to cleaner energy and a more sustainable local water supply;

WHEREAS, in 2016, Cindy became the Chief Executive Officer (CEO) of TreePeople, a local nonprofit focused on protecting the environment and making her the first Latina CEO of an environmental organization in United States history. At TreePeople, she was a leading voice

championing protection and restoration of the urban forest, implemented important measures to protect and improve open spaces and parks, planted countless trees, and helped to educate a new generation of students and teachers about their role in protecting ecosystems;

WHEREAS, in addition to her role as CEO of TreePeople, Cindy was elected to a second term on the City Council of the City of San Fernando in November 2020 and served as a board member of the UCLA Institute of Environment and Sustainability;

WHEREAS, some of Cindy's favorite things to do included hiking our local mountains, exploring California, and giving back to the City of Los Angeles. She was inspired by the magic of California's ancient 2,000-year-old giant sequoia trees, the delectable taste of the fruit from her mother's trees, and the ability to live and work inside oak woodlands within a major metropolis; and

WHEREAS, Councilmember Montañez's influence on the development and enhancement of Pacoima Wash Natural Park, and other greenspaces like it, cannot be overstated. Her vision and leadership were instrumental in bringing the Park to life, a testament to her unwavering dedication to the preservation of our natural heritage.

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: That by the adoption of this Resolution, the City of San Fernando recognizes that, for over 30 years, Cindy Montañez was a fearless, committed and effective advocate for the residents of the City of San Fernando, as a community organizer, and a public servant influencing positive change towards environmental justice and making a lasting impact.

SECTION 3: That by the adoption of this Resolution, the City Council of the City of San Fernando hereby declares the day of January 19th as Cindy Montañez Day honoring Councilmember Montañez' immense contributions towards environmental stewardship, an inspiration for future generations to take up the mantle of environmental responsibility and civic engagement, as well as a lasting reminder of the power of one individual to make a significant impact on our community.

PASSED, APPROVED, AND ADOPTED this 16th day of January, 2024.

ATTEST:

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

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8280 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 16th day of January, 2024 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 January, 2024.

Julia Fritz, City Clerk