



CITY OF SAN FERNANDO
CITY COUNCIL
REGULAR MEETING AGENDA SUMMARY
MONDAY, FEBRUARY 5, 2024 – 6:00 PM

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

PUBLIC PARTICIPATION OPTIONS

Please visit the City's YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at:

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

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 in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at cityclerk@sfcity.org at least 2 business days prior to the meeting.

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.

Staff Contact Nick Kimball, City Manager

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REPORT OUT FROM CLOSED SESSION

CALL TO ORDER

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City's legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

PLEDGE OF ALLEGIANCE

Led by City Clerk

APPROVAL OF AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR DECEMBER AND JANUARY STUDENTS OF THE MONTH (LEADERSHIP)
Dominic Gamboa (San Fernando Elementary School)
Itzel Lopez (ArTES Magnet High School)
- B. INFORMATIONAL PRESENTATION FROM LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) COMMUNITY RELATIONS MANAGER STEPHANIE MOLEN ON METRO'S PROGRAMS AND FUTURE TABLING EVENTS
- C. 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.

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PUBLIC STATEMENTS

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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 and made part of the official public record of the meeting.

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. August 7, 2023 – Regular | c. November 28, 2023 – Special |
| b. November 6, 2023 – Special | d. January 16, 2024 - Special |

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-021 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING THE CITY'S PRIMARY, ALTERNATE, AND SUBSTITUTE ALTERNATE REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY GOVERNING BOARD

Recommend that the City Council adopt Resolution No. 8283 appointing Personnel Manager Sergio Ibarra as the Primary Representative, Director of Finance/City Treasurer Erica D. Melton as the Alternate Representative, and City Manager Nick Kimball as the Substitute Alternate Representative to serve on the Independent Cities Risk Management Authority Governing Board.

4) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF A NOTICE OF COMPLETION FOR PHASE 2 OF THE ANNUAL STREET RESURFACING PROJECT

Recommend that the City Council:

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- a. Accept the improvements as constructed by American Asphalt South, Inc., and consider the work completed;
- b. Authorize the issuance and filing of a “Notice of Completion” with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention amount of \$167,761 after the 35-day lien period from the date the Notice of Completion is recorded.

5) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF THE NOTICE OF COMPLETION FOR THE SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT, JOB NO. 7601, PLAN NO. P-732

Recommend that the City Council:

- a. Accept the improvements as constructed by Ortiz Enterprises, Inc., and consider the work completed;
- b. Authorize the issuance and filing of the “Notice of Completion” with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention (\$592,125.52) after the 35-day lien period from the date the Notice of Completion is recorded.

PUBLIC HEARING

6) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING A MILITARY USE EQUIPMENT POLICY GOVERNING THE USE OF MILITARY EQUIPMENT, 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.

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ADMINISTRATIVE REPORTS

7) DISCUSSION AND CONSIDERATION TO AWARD A MASTER SERVICES AGREEMENT TO FLOCK SAFETY FOR THE INSTALLATION OF FIXED AUTOMATED LICENSE PLATE READERS

Recommend that the City Council:

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

8) 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.

9) DISCUSSION AND CONSIDERATION OF THE 2024 INDEPENDENCE DAY FESTIVAL

Recommend that the City Council:

- a. Discuss and consider the proposed date and location of the 2024 Independence Day Festival; and
- b. Provide staff direction, as appropriate.

10) 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”;

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- b. Authorize the City Manager to make non-substantive changes, as appropriate;
- c. Authorize the City Manager, or designee, to take certain related actions to develop, implement and facilitate an in-house Commissioners training program; and
- d. Provide staff with direction, as applicable.

11) DISCUSSION AND CONSIDERATION TO REVIEW AND APPROVE CITY COUNCIL LIAISON ASSIGNMENTS AND AD HOC COMMITTEE ASSIGNMENTS

Recommend that the City Council review and provide direction to staff regarding Councilmember Liaison Assignments and Ad Hoc Committee Assignments.

12) DISCUSSION AND CONSIDERATION ON THE ADOPTION OF AN ORDINANCE ADDRESSING THE MISUSE OF THE CITY SEALS AND LOGO

This item was agendized by Vice Mayor Mary Mendoza.

13) DISCUSSION AND CONSIDERATION TO ACCEPT A DONATION FROM FRIENDS OF THE SAN FERNANDO LIBRARY

This item was agendized by Mayor Celeste T. Rodriguez.

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: February 2, 2024 (12:30 p.m.)

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

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

Regular Meeting San Fernando City Council

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**AUGUST 7, 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, 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. The motion carried, unanimously.

Mayor Rodriguez stated that presentations would be received at a subsequent point on the agenda.

PUBLIC STATEMENTS

Angel Zobel-Rodriguez, Education Commissioner spoke in support of Agenda Item No. 12.

Jesus Ochoa, member of Odd Fellows Lodge of San Fernando spoke in support of Agenda Item No. 9.

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Alyssa Carillo, Community Organizer with TreePeople introduced herself and provided updates on future community tree planting events.

Sylvia Ballin spoke in support of Agenda Item No. 8 and Agenda Item No. 12.

Marcela Rodriguez, spoke about concerns with the City's parking issues.

Abigail Garcia, submitted a written comment regarding Los Angeles Mission College SFP Program Tech, Allied Health Office announcing the Eagles for Early Enrollment event.

Sean Rivas, submitted a written comment in support of Agenda Item no. 9, Ordinance No. 1717.

Police Chief Valdez introduced new employee Police Officer Miguel Camarena.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:
 - a. May 23, 2005 – Special
 - b. July 18, 2022 - Regular
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A SECOND READING ADOPTING ORDINANCE NO. 1718 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
- 4) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO KOUNKUEY DESIGN INITIATIVE, INC. FOR A LAND AND OPEN SPACE INVENTORY STUDY TO UPDATE THE PARK AND RECREATION MASTER PLAN
- 5) CONSIDERATION TO ADOPT RESOLUTIONS AMENDING THE FISCAL YEAR 2023-2024 SALARY PLAN AND TABLE OF ORGANIZATION
- 6) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN THE CITY AND SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/SEIU LOCAL 721 AND ADOPT RELATED RESOLUTIONS

The motion carried, unanimously.

Item No. 8 Discussed out of order

- 8) UPDATE AND DISCUSSION OF THE WOMEN SUFFRAGE MURAL COMMEMORATING THE 100-YEAR ANNIVERSARY OF WOMEN'S RIGHT TO VOTE

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Councilmember Fajardo presented background information. Mural artist Lalo Garcia spoke briefly on mural ideas.

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

By consensus, the City Council directed staff to return to the mural ad hoc committee to discuss a Community Engagement Plan consistent with the Community Engagement Framework; explore opportunities to engage a local female artist to work with Lalo Garcia; research the possibility in establishing a crowdfunding account and return to City Council with an update and for final approval.

PRESENTATIONS

A. INFORMATIONAL PRESENTATION FROM LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD MEMBER KELLY GONEZ

12) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING (EDUCATION COMPACT) BETWEEN LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE CITY OF SAN FERNANDO TO SUPPORT STUDENT SUCCESS

Mayor Celeste T. Rodriguez introduced Ms. Bella, Ready to Launch Fellow who presented the staff report and responded to Councilmember questions.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to approve a partnership with Los Angeles Unified School District (LAUSD) to enter into a non-financial Memorandum of Understanding (MOU) (Contract No. 2185) (Education Compact) to support students and families in San Fernando; authorize the City Manager to incorporate feedback received from the City Council, execute the MOU and related documents and as amended to include authorize the participation in, use of the City seal for future Education Compact related events, with City Manager approval. The motion carried, unanimously.

14) DISCUSSION REGARDING REQUIREMENTS AND PROCESS FOR RENAMING THE PACOIMA WASH NATURAL PARK, LOCATED AT 801 EIGHTH STREET, HONORING COUNCILMEMBER CINDY MONTAÑEZ AS A TRIBUTE TO HER CONTRIBUTIONS TO THE COMMUNITY

Councilmember Joel Fajardo presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Mayor Rodriguez to direct staff to initiate the process to take the steps necessary to contact park stakeholders Mountains Recreation and Conservation Authority (MRCA) to take step towards bringing back to the City Council a public hearing staff report to consider renaming the Pacoima Wash Natural Park to Cindy Montañez Natural Park as a tribute to her contributions to the community; and include the planting of milkweeds as a haven for monarch butterflies at the park. The motion carried, unanimously.

It was noted, Councilmember Montañez left the meeting at 7:40 p.m.

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PUBLIC HEARINGS

- 7) A PUBLIC HEARING TO ADOPT A RESOLUTION PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 5473 AND 5473A, APPROVING THE FINAL FORM OF THE DELINQUENT CHARGES REPORT OF PAST DUE ACCOUNTS FOR COMMERCIAL MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND AUTHORIZING SUBMITTAL OF THE DELINQUENT CHARGES REPORT TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR COLLECTION ON THE 2023-2024 PROPERTY TAX ROLL

Mayor Rodriguez opened the public hearing.

Management Analyst Kenneth Jones presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony.

There being no further comment, Mayor Rodriguez closed public comment period and closed the Public Hearing.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to adopt Resolution No. 8253 approving the final form of the Delinquent Charges Report for past due accounts for commercial municipal solid waste collection and disposal services, and authorizing submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for collection on the 2023-2024 property tax roll, as amended and directed staff to inform/educate property owners that they are responsible for payment of delinquent charges if the tenant does not pay their bill. The motion carried, with Councilmember Montañez absent.

ADMINISTRATIVE REPORTS

- 9) CONSIDERATION TO APPROVE A SECOND READING TO ADOPT ORDINANCE NO. 1717 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

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

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to approve for second reading, in title only, and waive all further readings and to adopt 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 amend San Fernando Municipal Code Section 106-970, Walls and Fences, to update regulations for walls and fences.”

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The motion carried by the following vote:

ROLL CALL

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

10) RECEIVE AN UPDATE ON AMERICAN RESCUE PLAN ACT FUNDING (ARPA) AND PROVIDE DIRECTION TO STAFF, AS APPROPRIATE

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

By consensus, the City Council directed staff to return to a City Council meeting in October for additional discussion, including status updates of current ARPA funded projects, updated information on costs for the Upper Reservoir Reconstruction project, projected cost/budget for Phase 3 Slurry Seal project with citywide curb painting, current pothole activity data, potential mural funding, and recommendations for reallocating unused ARPA funds.

11) DISCUSSION OF DEPARTMENT WORK PLANS FOR FISCAL YEAR 2023-2024

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

City Council received and filed the Fiscal Year 2023-2024 Work Plans.

Councilmembers directed staff to include in FY 23-24 adopted Budget the following work plans:

- 1) Include water/sewer bill calculation as part of the update to ERP system in FY 24-25, update the City website with base fee and comparative household data as an interim solution;
- 2) Explore development of Online Community Academy by FY 24-25;
- 3) Update the Pavement Management Master Plan in FY 25-26 as part of a 5 year work plan;
- 4) Enhance contract management/oversight on Waste Management and Street Sweeping services;
- 5) Implement Financial Literacy Program; and
- 6) Proactively seek external funding resources for community events (e.g. 1-mile run)

By consensus, Councilmembers recommended the following:

- 1) Weed abatement to be included as part of the sidewalk repair project;

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- 2) Pothole review as a component to the update of the Pavement Management Master Plan with ongoing reporting and remediation through the city's new 311 reporting system;
 - 3) Staff to explore grant funding assistance for repairs towards Pico Street flooding issues; and
 - 4) Councilmember Fajardo to discuss Fox Street sidewalk issues and to seek assistance with Los Angeles Councilmember Monica Rodriguez.
- 13) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF AMERICAN CANCER SOCIETY'S 2023 RELAY FOR LIFE ACROSS THE GREATER VALLEY EVENT AND USE OF THE CITY SEAL

Mayor Celeste T. Rodriguez presented the staff report and responded to Councilmember questions.

Motion by Rodriguez, seconded by Councilmember Fajardo to approve Co-Sponsorship of American Cancer Society's 2023 Relay for Life Across the Greater Valley Event; Approve the use of the City seal on the printed material and social media; pursuant to City Council Resolution No. 6904; and Authorize staff to promote the 2023 Relay for Life Across the Greater Valley event through the City's social media, community events, park programming and any other avenue recommended by the City Council and authorize the city manager to approve future events support. The motion carried, with Councilmember Montañez absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz invited City Councilmembers to the City-wide Employee Family Fun Day Picnic being held on August 26, 2023 beginning at 11am to 2pm.

Recreation Services Supervisor Perez provided updates on community events and recreation activities.

Director of Finance Melton had no updates to report.

Deputy City Manager/Economic Development Kith mentioned the Metropolitan Water Districts workshop on July 18 regarding turf replacement rebates, on July 26 Southern California Association of Governments lunch and tour event to discuss the Safe and Active Streets Program and commented on grand opening events.

Police Chief Valdez reported meeting with San Fernando Middle School's administration and discussed development of a framework to begin a parent outreach academy, mentioned August 16 is the Neighborhood Watch meeting being held at Rudy Ortega Park to discuss public safety enhancement during the Halloween celebrations that occurs on Orange Grove Avenue.

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City Manager Kimball thanked Deputy City Manager Kith for her work as Acting City Manager, mentioned the bi-weekly update, and commented on information related to the upcoming Jensen Water Plant Facilities tour.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo announced the birth of his new daughter, commented on murals and about the renaming of the 8th Street Park to Cindy Montañez Natural Park.

Councilmember Solorio extended thanks to a chapel providing backpack giveaways.

Vice Mayor Mendoza had no updates to report.

Mayor Rodriguez spoke about community events, suggested that all City Commissioners be extended an invitation to attend major events and grand openings and mentioned she attended Southern California Association of Governments monthly meeting.

ADJOURNMENT (9:21 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 August 7, 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 – 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 5:45 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, with Vice Mayor Mendoza absent.

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:46 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

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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 54956.9(D)(4):
DISCUSSION WITH LEGAL COUNSEL RE: INITIATION OF LITIGATION

One (1) Matter

C) 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

Following adjournment of the regular City Council meeting at 9:57 p.m., Mayor Rodriguez requested a read out of the Closed Session Meeting.

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on November 6, 2023.

ADJOURNMENT (9:57 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 November 6, 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**

**NOVEMBER 28, 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 5:16 p.m.

Present:

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

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

Absent: Councilmember Mary Solorio

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:17 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

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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

**C) 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 November 28, 2023.

ADJOURNMENT (6:24 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 November 28, 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**

**January 16, 2024 – 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 5:22 p.m.

Present:

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

Staff: City Manager Nick Kimball and Assistant City Attorney Norma Tabares

Absent: Councilmember Joel Fajardo

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:22 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

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Tabares stated there was no reportable action as a result of the Closed Session meeting held on January 16, 2024.

ADJOURNMENT (6:13 p.m.)

The City Council adjourned the special meeting to the next regular meeting on January 16, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the January 16, 2024, Special meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: February 5, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-021 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance/City Treasurer hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance/City Treasurer hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

- A. Resolution No. 24-021, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 24-021

**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. 24-021**

**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 5th day of February 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. 24-021, 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 5th day of February, 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 February, 2024.

Julia Fritz, City Clerk

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234555	2/5/2024	894406 ADVANCE AUTO PARTS	8681400949900		VEHICLE MAINT-PW0510 041-320-0370-4400	33.06
			8681400949901		VEHICLE MAINT-PW0510 041-320-0370-4400	52.88
					Total :	85.94
234556	2/5/2024	892271 ALL STAR ELITE SPORTS	3976	12982	SPORTS UNIFORMS & STAFF UNIFORM 017-420-1328-4300	1,797.79
					Total :	1,797.79
234557	2/5/2024	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO 004-2346	94.06
					Total :	94.06
234558	2/5/2024	894078 AMERICAN BUSINESS BANK	P21		5% RETENTION HELD-SF REGIONAL P 010-2037	3,154.08
					Total :	3,154.08
234559	2/5/2024	887270 AMERICAN TRANSPORTATION SYSTEM	134756-A		DEP.-SENIOR TRIP TO SAN DIEGO 004-2383	897.76
					Total :	897.76
234560	2/5/2024	100222 ARROYO BUILDING MATERIALS, INC	K90463	12984	HARDWARE SUPPLIES & U-CARTS OF 001-311-0000-4300	274.99
					Total :	274.99
234561	2/5/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-JAN 2024 001-222-0000-4220	245.37
					Total :	245.37
234562	2/5/2024	889037 AT&T MOBILITY	287277903027x0108202		MODEM FOR ELECTRONIC MESSAAGE 001-310-0000-4220	138.69
					Total :	138.69
234563	2/5/2024	892412 AT&T MOBILITY	287297930559X0110202		MDT MODEM-PD UNITS-DEC 2023 001-222-0000-4220	1,038.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234563	2/5/2024	892412 892412 AT&T MOBILITY	(Continued)		Total :	1,038.78
234564	2/5/2024	889942 ATHENS SERVICES	16034462	13046 13046	CITY STREET SWEEPING SERVICES 011-311-0000-4260 001-343-0000-4260	15,895.40 1,548.00
					Total :	17,443.40
234565	2/5/2024	893013 AYSON, LEILANI	JAN 2024	12952 12952	INCLUSIVE ZUMBA INSTRUCTOR 017-420-1337-4260 026-420-0887-4260	167.25 25.25
			REPL CK231039		REPL STL DTD CK-FITNESS CLASS INS 017-420-1337-4260 026-420-0887-4260	205.50 15.00
					Total :	413.00
234566	2/5/2024	889913 BALLIN, SYLVIA	JAN 2024		GLACVCD TRUSTEE MEMBER STIPENI 001-190-0000-4111	150.00
					Total :	150.00
234567	2/5/2024	894402 BANNER BANK	17351		5% RETENTION HELD-PACOIMA WASH 010-2037	31,481.56
					Total :	31,481.56
234568	2/5/2024	892784 BARAJAS, MARIA BERENICE	JAN 2024	12953 12953	TOTAL BODY CONDITIONING CLASS IN 017-420-1337-4260 026-420-0887-4260	762.00 120.00
					Total :	882.00
234569	2/5/2024	892426 BEARCOM	5667874	13001 13001 13001 13001	MAINTENANCE AGREEMENT FOR RAD 001-135-0000-4260 070-385-0000-4260 072-360-0000-4260 043-390-0000-4260	9,700.38 1,034.71 905.37 1,293.39
					Total :	12,933.85
234570	2/5/2024	894434 BLUE LINE ACADEMY LLC	011424		FUNDAMENTALS OF GANG RECOGNIT 001-225-0000-4360	100.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234570	2/5/2024	894434 894434 BLUE LINE ACADEMY LLC	(Continued)			Total : 100.00
234571	2/5/2024	892865 BLUE360 MEDIA LLC	IN2311210239		CA PENAL CODE HANDBOOK W/SEAR(
			IN2311210322		001-222-0000-4300	494.69
					CA VEHICLE CODE BOOK	
					001-222-0000-4300	394.42
					Total :	889.11
234572	2/5/2024	890254 BMI	51424909		ANNUAL MUSIC LICENSE	
					004-2385	433.85
					Total :	433.85
234573	2/5/2024	888800 BUSINESS CARD	010524		SUPPLIES-RECONFIG OF CM OFFICE	
			010824		001-105-0000-4300	47.26
			010824		ANNUAL SUBSCRIPTION	
			010824		001-105-0000-4380	72.99
			010924		SUPPLIES-RECONFIG OF CM OFFICE	
			010924		001-105-0000-4300	15.42
			010924		ANNUAL MEMBERSHIP	
			010924		001-101-0104-4380	100.00
			010924		VPN SUBSCRIPTION-DEC 2023	
			011024-1		001-135-0000-4260	78.30
			011024-2		SUPPLIES FOR SENIOR PROG & EVEN	
			011024-3		004-2382	30.81
			011024-4		004-2346	30.61
			011024-5		OFFICE SUPPLIES	
			011024-6		001-101-0000-4300	51.89
			011024-7		001-115-0000-4300	24.24
			011024-8		OFFICE SUPPLIES	
			011024-9		001-115-0000-4300	55.11
			011224		EARTHQUAKE PREP TRAINING	
			011224		072-360-0000-4360	300.00
			011224		VIDEO CONFERENCE-DEC 2023	
			011224		121-135-3689-4260	5.00
			011224		BUSINESS CARDS	
			011224		001-150-0000-4300	38.25
			011224		TRANSPORTATION TO LA BREA TAR PI	

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234573	2/5/2024	888800 BUSINESS CARD	(Continued)			
			011224		007-440-0443-4260	918.75
			011524		TV MOUNT	
			011524		001-105-0000-4300	37.47
			011524		HOMELESS SYMPOSIUM	
			011524		001-105-0000-4370	20.00
			011524		001-107-0000-4370	20.00
			011724		TV-CITY MANAGER'S OFFICE	
			011724		001-105-0000-4300	424.94
			011724		REFUND-PROFESSIONAL DEVELOP T	
			011724		001-115-0000-4360	-109.00
			011724		DINNER-CC MTG 01/16/24	
			011724		001-101-0000-4300	140.02
			011724-1		HOMELESS SYMPOSIUM	
			011724-2		001-155-0000-4370	20.00
			011724-3		BACKDROP INSURANCE	
			011724-4		004-2382	47.99
			011724-5		SUPPLIES-SENIOR EVENTS	
			011724-6		004-2380	93.67
			011724-7		001-420-0000-4300	31.95
			011724-8		OFFICE SUPPLIES	
			011824		001-420-0000-4300	23.76
			011924		LUNCH-PW MAINT WORKER ORAL BO/	
			011924		001-106-0000-4270	63.95
			011924		BRACKETS FOR BANNERS	
			011924-1		001-190-0000-4267	517.12
			011924-2		GYM FLOOR CLEANER	
			011924-3		017-420-1334-4300	188.55
			011924-4		BACKDROP STAND KIT	
			011924-5		004-2382	506.05
			011924-6		SUPPLIES FOR SENIOR EVENT	
			012224-1		004-2380	68.12
			012224-2		ROCK WALL RENTAL	
			012224-3		004-2385	1,734.00
					Total :	5,597.22
234574	2/5/2024	888800 BUSINESS CARD	011024		FLIGHT-ANNUAL CONF-PUBLIC SECTO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234574	2/5/2024	888800 BUSINESS CARD	(Continued)		001-222-0000-4370	246.20
					Total :	246.20
234575	2/5/2024	888145 C.A.P.E ACCOUNTING	011824		MEMBERSHIP DUES	
					001-222-0000-4380	50.00
					Total :	50.00
234576	2/5/2024	894404 CALIFORNIA BUILDING	4QTR 2023		BSASRF FEE ASSEMENT DUES	
					001-2268	212.14
					Total :	212.14
234577	2/5/2024	894010 CHARTER COMMUNICATIONS	0010518122923		LP PARK CABLE-12/29-01/28	
			0283057010524		001-420-0000-4260	260.74
					REC PARK CABLE-01/05-02/04	
					001-420-0000-4260	270.63
			10328010524		CITY HALL CABLE-01/05/24-02/04/24	
					001-190-0000-4220	177.84
			222204122923		PW CABLE - 12/29/23-01/28/24	
					043-390-0000-4260	134.91
					Total :	844.12
234578	2/5/2024	100713 CITY OF GLENDALE	2697		WATER MASTER-ULARA (JUL'23-SEPT'	
					070-381-0000-4450	5,916.61
					Total :	5,916.61
234579	2/5/2024	100731 CITY OF LOS ANGELES	WP240000013	13101	WASTE WATER OPERATION & MAINT S	
			WP240000018	13101	072-360-0629-4260	3,704.38
					WASTE WATER OPERATION & MAINT S	
					072-360-0629-4260	8,243.54
					Total :	11,947.92
234580	2/5/2024	103818 CITY OF LOS ANGELES	20230999902		IX-UNIT SANITATION PERMIT FEES	
					070-384-0000-4330	528.25
					Total :	528.25
234581	2/5/2024	101957 CITY OF LOS ANGELES, FIRE DEPT	SF240000006		FIRE SERVICES-JAN 2024	
					001-500-0000-4260	259,973.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234581	2/5/2024	101957 101957 CITY OF LOS ANGELES, FIRE DEPT	(Continued)			Total : 259,973.64
234582	2/5/2024	103029 CITY OF SAN FERNANDO	5928-5967		REIMB TO WORKERS COMP ACCT	
					006-1038	19,673.86
					Total :	19,673.86
234583	2/5/2024	890893 CITY OF SAN FERNANDO	JAN 2024		COMMISSIONER'S STIPEND DONATION	
					001-420-0000-4111	100.00
					Total :	100.00
234584	2/5/2024	894438 CLEVELAND, KYLE	REIMB.		TUITION REIMB-FORENSIC SCIENCE C	
					001-225-0000-4365	459.00
					Total :	459.00
234585	2/5/2024	892687 CORE & MAIN LP	U010430	13014	WATER METERS, FIRE SERVICE MATL'	
			U019099	13014	070-383-0000-4310	5,499.06
			U080558	13014	WATER METERS, FIRE SERVICE MATL'	
			U082287	13014	070-385-0700-4600	3,880.80
					WATER METERS, FIRE SERVICE MATL'	
					070-385-0700-4600	1,066.14
					WATER METERS, FIRE SERVICE MATL'	
					070-383-0000-4310	1,891.30
					070-385-0700-4600	1,886.11
			U090418	13014	WATER METERS, FIRE SERVICE MATL'	
					070-383-0000-4310	853.45
					Total :	15,076.86
234586	2/5/2024	894613 CRUZ-QUIROZ, CARLOS	REIMB.		UNIFORM ACCESSORY	
					001-225-0000-4325	52.00
					Total :	52.00
234587	2/5/2024	893114 DE LA PENA, RICHARD	REIMB.		IMSA MEMBERSHIP RENEWAL	
					001-370-0000-4360	100.00
					Total :	100.00
234588	2/5/2024	100930 DEPARTMENT OF CONSERVATION	OCT-DEC 2023		STRONG MOTION INSTR.& SEISMIC H/	
					001-2040	658.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234588	2/5/2024	100930 100930 DEPARTMENT OF CONSERVATION	(Continued)			Total : 658.63
234589	2/5/2024	894082 ELIAS, LILIA LETICIA	021724		SENIOR DANCE CLEAN UP SERVICE-0: 004-2380	208.00 Total : 208.00
234590	2/5/2024	890401 ENVIROGEN TECHNOLOGIES INC	0014675-IN	13029	DEC-MAINT, REPAIR, PARTS, LABOR & 070-384-0857-4260	7,814.52 Total : 7,814.52
234591	2/5/2024	894334 FRIEND, ERICA	JAN 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
234592	2/5/2024	892198 FRONTIER COMMUNICATIONS	209-150-05250-081292		RADIO REPEATER 001-222-0000-4220	43.04
			209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	541.74
			209-150-5251-040172		MWD METER (PW) 070-384-0000-4220	43.04
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	39.16
			209-151-4941-102990		POLICE PAGING 001-222-0000-4220	53.51
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	57.40
			209-151-4943-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	43.04
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	127.30
			818-361-0901-051499		SEWER FLOW MONITORING (PW) 072-360-0000-4220	74.87
			818-361-2385-012309		MTA & CREDIT CARD LINE 001-190-0000-4220	128.39
					007-440-0441-4220	64.19
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	616.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234592	2/5/2024	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-361-3958-091407		CNG STATION 074-320-0000-4220	56.65
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM 001-420-0000-4220	75.16
			818-365-0007-060223		EOC PHONE LINES 001-222-0000-4220	454.09
			818-365-0026-071223		PD NON EMERGENCY PHONE LINE 001-222-0000-4220	455.11
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	58.55
			818-837-2296-031315		VARIOUS CITY HALL LINES 001-190-0000-4220	370.07
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	45.15
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	46.33
			818-898-7385-033105		LP PARK FAX LINE 001-420-0000-4220	49.21
					Total : 3,442.52	
234593	2/5/2024	893953 GALE, PAUL JOHN	JAN 2024	12960	SHOTOKAN KARATE INSTRUCTOR 017-420-1326-4260	229.50
				12960	026-420-0887-4260	22.50
					Total : 252.00	
234594	2/5/2024	888728 GALLEGOS, ROBERT	REIMB.		LUNCH-SUICIDE BY COP TRAINING 001-225-0000-4360	13.22
					Total : 13.22	
234595	2/5/2024	887249 GALLS, LLC	024345844	13066	UNIFORMS & ACCESSORIES 001-226-0230-4430	25.99
			025149000	13066	UNIFORMS & ACCESSORIES 001-226-0230-4430	33.40
			025149001	13066	UNIFORMS & ACCESSORIES 001-226-0230-4430	33.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234595	2/5/2024	887249 GALLS, LLC	(Continued)			Total : 92.79
234596	2/5/2024	101273 GARCIA, PATTY	REIMB.		WINTER DAY CAMP SUPPLIES 017-420-1399-4300	102.08 Total : 102.08
234597	2/5/2024	894663 GONZALES, MARTHA	121323		DAMAGE CLAIM REIMBURSEMENT 006-190-0000-4800	210.00 Total : 210.00
234598	2/5/2024	892550 GOVEA, DAVID	JAN 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
234599	2/5/2024	101376 GRAINGER, INC.	9943447319	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	67.84
			9946068443	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	71.48
			9947500105	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	417.88
			9947899523	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	37.00
			9949232525	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	768.39
			9949456165	13027	EQUIPMENT & SUPPLIES FOR VARIOU 041-320-0000-4300	823.43 Total : 2,186.02
234600	2/5/2024	893344 GRAND ELECTRICAL SUPPLY	2011021		LED LIGHTS 041-320-0000-4320	99.23 Total : 99.23
234601	2/5/2024	894512 GUILLEN, JEANETTE	REIMB.		MILEAGE REIMB. 001-420-0000-4390	6.43 Total : 6.43
234602	2/5/2024	890594 HEALTH AND HUMAN RESOURCE	E0298036		EAP-JULY 2023 001-106-0000-4260	250.90

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234602	2/5/2024	890594 HEALTH AND HUMAN RESOURCE	(Continued) E0298037		EAP-AUG 2023 001-106-0000-4260	250.90
			E0299983		EAP-SEPT 2023 001-106-0000-4260	250.90
			E0310100		EAP-FEB 2024 001-106-0000-4260	250.90 Total : 1,003.60
234603	2/5/2024	894664 HERNANDEZ, ROSARIO	01162024		MUSIC-SENIOR DANCE ON 02/17/24 004-2380	1,200.00 Total : 1,200.00
234604	2/5/2024	888309 HI 2 LO VOLTAGE WIRING CO, INC	20853		MONITORING 01/01-03/31 001-222-0000-4260	75.00 Total : 75.00
234605	2/5/2024	894656 INDEPENDENT ENVIRONMENTAL	CSF0124.001		LAB TESTING-12900 DRONFIELD 070-384-0000-4260	775.00 Total : 775.00
234606	2/5/2024	892682 IPS GROUP, INC.	INV92561	13045	SMART METER CREDIT CARD TRANSA 029-335-0000-4260	730.03 Total : 730.03
234607	2/5/2024	893885 JOHNNY ALLEN TENNIS ACADEMY	JAN 2024	12962	TENNIS PROGRAM 017-420-1327-4260	252.00 Total : 252.00
234608	2/5/2024	101768 KIMBALL-MIDWEST	101763009		MISC SUPPLIES 041-1215	351.49 Total : 351.49
234609	2/5/2024	888138 KOPPL PIPELINE SERVICES, INC.	27247		TEST & TAP DOMESTIC LINE-12920 FO 070-383-0000-4260	630.00 Total : 630.00
234610	2/5/2024	101811 LACPCA	TRAVEL		RGSTR-2024 TRI COUNTY SPRING COI	

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234610	2/5/2024	101811 LACPCA	(Continued)		001-222-0000-4370	300.00
					Total :	300.00
234611	2/5/2024	101852 LARRY & JOE'S PLUMBING	2279411-0001-02		MISC ITEMS	
					070-383-0000-4310	38.96
					Total :	38.96
234612	2/5/2024	893218 LAZARO, ERNESTO	DEC 2023	13100	MMAPI INSTRUCTOR ERNESTO LAZAR	
			NOV 2023	13100	001-424-0000-4430	360.00
			OCT 2023	13100	001-424-0000-4430	540.00
					MMAPI INSTRUCTOR ERNESTO LAZAR	
					001-424-0000-4430	1,320.00
					Total :	2,220.00
234613	2/5/2024	101873 LEAGUE OF CALIFORNIA CITIES	INV-12166-B6Q8P1		2024 MEMBERSHIP DUES	
					001-190-0000-4380	9,720.00
					Total :	9,720.00
234614	2/5/2024	101920 LIEBERT CASSIDY WHITMORE	431003		2024 ANNUALL CONFERENCE	
					001-222-0000-4370	1,120.00
					Total :	1,120.00
234615	2/5/2024	891080 LOPEZ, PATTY	JAN 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	100.00
234616	2/5/2024	892477 LOWES	9747-01229		MATL'S FOR ALARM REPAIR	
			9747-01372		070-383-0000-4300	27.16
			9747-01966		REPL BBQ PIT-REC PARK	
					043-390-0000-4300	40.95
			9747-61738		VEHICLE MAINT-EL0083	
					041-320-0370-4400	135.14
			9747-61740		MATL'S FOR ALARM REPAIR	
					001-311-0000-4300	52.89
					MATL'S FOR ALARM REPAIR	

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234616	2/5/2024	892477 LOWES	(Continued)		043-390-0000-4300	52.89
			9747-61742		MATL'S FOR ALARM REPAIR	
			9747-82156		070-383-0000-4300	9.09
			9747-82164		MATL'S FOR ALARM REPAIR	
			9747-82172		070-383-0000-4300	10.84
			9747-90662		MATL'S FOR ALARM REPAIR	
			9747-99963		070-384-0000-4300	17.98
					MATL'S FOR ALARM REPAIR	
					072-360-0000-4300	84.80
					CABLE	
					043-390-0000-4300	112.00
					MECHANICAL STORAGE UNIT	
					043-390-0000-4300	16.37
					Total :	560.11
234617	2/5/2024	894489 MARQUEZ, KENYA	REIMB.		ITEMS FOR BCRC GRAND OPENING	
					004-2385	192.94
					Total :	192.94
234618	2/5/2024	894662 MARTIN, LAURA	840901		BASKETBALL COACH DISCOUNT	
					017-3770-1328	25.00
					Total :	25.00
234619	2/5/2024	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	38.62
					Total :	38.62
234620	2/5/2024	894220 MELTON, ERICA D.	183-187		L P SENIOR PETTY CASH REIMB.	
					004-2380	114.32
					Total :	114.32
234621	2/5/2024	894221 MELTON, ERICA D.	12-24		PETTY CASH REIMBURSEMENT	
					001-101-0000-4300	41.88
					001-105-0000-4300	94.25
					001-105-0000-4390	22.00
					001-106-0000-4300	39.97

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234621	2/5/2024	894221 MELTON, ERICA D.	(Continued)		001-222-0000-4300 001-424-0000-4300	65.38 74.31
					Total :	337.79
234622	2/5/2024	102226 MISSION LINEN SUPPLY	520779363	13096	LAUNDRY SERVICES FOR PD 001-225-0000-4350	383.85
			520830858	13096	LAUNDRY SERVICES FOR PD 001-225-0000-4350	383.85
			52084129	13096	LAUNDRY SERVICES FOR PD 001-225-0000-4350	383.85
					Total :	1,151.55
234623	2/5/2024	893343 MOHR, NICOLE	JAN 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					Total :	100.00
234624	2/5/2024	894499 MORENO, CRISTINA	REIMB.		STORAGE BINS 001-422-0000-4300	40.48
			REIMB.		ITEMS FOR BCRC GRAND OPENING 004-2385	147.10
					Total :	187.58
234625	2/5/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	102.66
			REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	149.68
					Total :	252.34
234626	2/5/2024	893454 NACHO'S ORNAMENTAL INC	INV367652		MOUNTING PLATES-REC PARK BBQ 043-390-0000-4300	71.82
					Total :	71.82
234627	2/5/2024	893978 NATIONAL TESTING NETWORK	14349		ANNUAL NTN MEMBERSHIP DUES 001-222-0000-4260	750.00
					Total :	750.00
234628	2/5/2024	893348 NCSI	40924		BACKGROUND CHECKS	

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234628	2/5/2024	893348 NCSI	(Continued)		017-420-1332-4260 017-420-1328-4260	55.50 55.50
					Total :	111.00
234629	2/5/2024	102423 OCCU-MED, INC.	0124901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	965.75
					Total :	965.75
234630	2/5/2024	894100 ODP BUSINESS SOLUTIONS , LLC	345566206001		OFFICE SUPPLIES 001-310-0000-4300	35.27
			345566251001		TONER & OFFICE SUPPLIES 001-310-0000-4300	284.67
			345566257001		OFFICE SUPPLIES 001-310-0000-4300	2.76
			346428551001		OFFICE SUPPLIES 001-222-0000-4300	33.04
			346430768001		OFFICE SUPPLIES 001-222-0000-4300	53.02
			346538441001		OFFICE SUPPLIES 001-222-0000-4300	74.96
			347578216001		OFFICE SUPPLIES 004-2380	43.39
					001-422-0000-4300	50.85
			347580416001		OFFICE SUPPLIES 004-2380	65.06
			347580421001		OFFICE SUPPLIES 001-422-0000-4300	63.74
			347665370001		OFFICE SUPPLIES 001-222-0000-4300	300.20
			348583707001		OFFICE SUPPLIES 001-222-0000-4300	63.80
			348586725001		OFFICE SUPPLIES 001-222-0000-4300	65.03
			348644338001		OFFICE SUPPLIES 001-222-0000-4300	50.69
			348746096001		COPY PAPER	

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234630	2/5/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			349304089001		001-422-0000-4300 OFFICE SUPPLIES	371.27
			349459751001		017-420-1399-4300 OFFICE SUPPLIES	236.42
			349460650001		001-222-0000-4300 OFFICE SUPPLIES	73.93
					001-222-0000-4300	6.84
					Total :	1,874.94
234631	2/5/2024	894123 OLIVAREZ MADRUGA LAW	23724		LEGAL SERVICES	
					070-110-0000-4270	151.20
			23725		001-110-0000-4270 LEGAL SERVICES	21,592.40
					001-110-0000-4270	432.00
					Total :	22,175.60
234632	2/5/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-151568	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-151651	13008	041-320-0224-4400 VEH. MAINT. AND REPAIR PARTS FOR (28.10
					041-320-0224-4400	111.68
					Total :	139.78
234633	2/5/2024	894024 ORTIZ ENTERPRISES, INC.	P21		SF REGIONAL PARK INFILTRATION PR	
				12650	010-310-0620-4600	63,091.60
					010-2037	-3,154.58
					Total :	59,937.02
234634	2/5/2024	890324 PEREZ MONTELONGO, JUAN	012024		REFEREE & SCOREKEEPER SERVICE	
				12956	017-420-1328-4260	2,636.00
					Total :	2,636.00
234635	2/5/2024	102688 PROFESSIONAL PRINTING CENTERS	21983		2024 PARKING PERMITS FOR DISTRIC	
				13060	001-310-0000-4300	1,298.75
					Total :	1,298.75
234636	2/5/2024	892131 PROHEALTH-VALLEY OCCUPATIONAL	006160090-00		DOT DRIVER PHYSICALS	

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234636	2/5/2024	892131 PROHEALTH-VALLEY OCCUPATIONAL	(Continued)			
					001-106-0000-4270	160.00
					Total :	160.00
234637	2/5/2024	894085 PRTG	0380		PISTOL RED DOT INSTRUCTOR COUR	
					001-225-0000-4360	550.00
					Total :	550.00
234638	2/5/2024	890004 PTS	2116905		PD PAY PHONE-FEB 2024	
					001-190-0000-4220	88.00
					Total :	88.00
234639	2/5/2024	893553 QUADIENT LEASING USA, INC	Q1130408	12966	POSTAGE MACHINE QUARTERLY LEAS	
					001-190-0000-4280	1,331.41
					Total :	1,331.41
234640	2/5/2024	102738 QUINTERO ESCAMILLA, VIOLETA	JAN 2024		SENIOR MUSIC CLASS INSTRUCTOR	
				12957	026-420-0887-4260	67.50
				12957	017-420-1323-4260	732.50
					Total :	800.00
234641	2/5/2024	102803 RED WING BUSINESS	20240110047749	12989	SAFETY SHOES FOR P.W. FIELD PERS	
					043-390-0000-4310	483.92
					Total :	483.92
234642	2/5/2024	102855 RIO HONDO COLLEGE	F23-244-ZSFN		PHYSICAL FITNESS COURSE	
					001-222-0000-4270	150.00
					Total :	150.00
234643	2/5/2024	892300 RJM DESIGN GROUP, INC	36058	12925	DESIGN FOR LP PARK REVITALIZATI	
			36163	12925	010-422-0156-4600 DESIGN FOR LP PARK REVITALIZATI	29,592.57
					010-422-0156-4600	29,560.05
					Total :	59,152.62
234644	2/5/2024	887296 ROBLEDO, OLIVIA	JAN 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00

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234644	2/5/2024	887296 887296 ROBLEDO, OLIVIA	(Continued)			Total : 100.00
234645	2/5/2024	893756 RODRIGUEZ, CELESTE	REIMB.		SUBSCRIPTION TO LA TIMES 001-101-0104-4380	98.00 Total : 98.00
234646	2/5/2024	894241 RODRIGUEZ, LAUREL A.	JAN 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
234647	2/5/2024	891632 S.B.S.D.	24-113-001AOT		COURSE-TRAFFIC COLLISION INVESTI 001-225-0000-4360	215.00 Total : 215.00
234648	2/5/2024	891253 SAN FERNANDO SMOG TEST ONLY	2431		SMOG TEST-PD2249 (E1094950) 041-320-0000-4450	65.00 Total : 65.00
234649	2/5/2024	889417 SAN GABRIEL VALLEY COUNCIL	SGV-ULAR-24-11	13104	ADMIN. & COST SHARING IMPLEMENT 001-310-0000-4270	7,854.00 Total : 7,854.00
234650	2/5/2024	894125 SANCHEZ, NATASHA	JAN 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
234651	2/5/2024	102967 SCOTT FAZEKAS & ASSOCIATES INC	22694		PLAN CHECK CONSULTANT 001-2698	3,862.66 Total : 3,862.66
234652	2/5/2024	103941 SHREDDER SPECIALTIES INC	2375		ANNUAL SERVICE AGREEMENT 001-222-0000-4320	438.90 Total : 438.90
234653	2/5/2024	894619 SILVA, JASON	TRAVEL		PER DIEM-TRAFFIC COLLISION 001-225-0000-4360	180.00 Total : 180.00

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234654	2/5/2024	894532 SIRCHIE ACQUISITION COMPANY LL	0625470-IN		EVIDENCE SUPPLIES 001-222-0000-4300	458.07
					Total :	458.07
234655	2/5/2024	103184 SMART & FINAL	0055		BREAK ROOM SUPPLIES 070-381-0000-4300	223.61
			0085		SUPPLIES FOR SENIOR PROGRAMS 004-2382	108.16
					004-2346	5.50
			0091		BREAK ROOM SUPPLIES 001-222-0000-4300	124.02
			0124		SUPPLIES-WEEKLY SCIENCE ACTIVITII 017-420-1399-4300	12.77
			0235		BREAK ROOM SUPPLIES 001-222-0000-4300	147.50
			0399		SUPPLIES FOR SENIOR CLUB 004-2380	242.59
					Total :	864.15
234656	2/5/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	700136176526		ELECTRIC-METER FOR MALL-MACLAY, 030-341-0000-4210	148.08
			700301226571		ELECTRIC-1117 2ND 043-390-0000-4210	35.59
			700360580265		ELECTRIC-910 FIRST 043-390-0000-4210	6,536.02
			700363532503		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210	5,195.14
			700577150347		ELECTRIC-190 PARK 027-344-0000-4210	1,251.55
			700826276457		ELECTRIC-799 JESSIE 043-390-0000-4210	62.15
					Total :	13,228.53
234657	2/5/2024	894311 SPECTRUMVOIP	283549		CITYWIDE VOIP SERVICES 001-190-0000-4220	302.59
					Total :	302.59

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234658	2/5/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	706581		FINGER PRINTING-DEC 2023 001-106-0000-4270	32.00
					Total :	32.00
234659	2/5/2024	103090 SUSAN SAXE-CLIFFORD, PH.D.	23-1228-3		PSYCHOLOGICAL EVALUATIONS 001-222-0000-4270	900.00
					Total :	900.00
234660	2/5/2024	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST 043-390-0000-4210	70.45
			084-220-3249-3		GAS-505 S HUNTINGTON 043-390-0000-4210	349.85
			088-520-64000-8		GAS-117 MACNEIL 043-390-0000-4310	359.77
			090-620-6400-2		GAS-120 MACNEIL 070-381-0000-4210	7.77
					072-360-0000-4210	7.77
					043-390-0000-4210	15.54
			143-287-8131-6		GAS-208 PARK 043-390-0000-4210	333.62
			162-020-7432-0		GAS-828 HARDING 043-390-0000-4210	9.02
					Total :	1,153.79
234661	2/5/2024	101528 THE HOME DEPOT CRC	1133935		TOOL SET 001-311-0000-4300	517.07
			14536		BIN 043-390-0000-4300	10.99
			2513456		LED LIGHTS 041-320-0000-4320	258.84
			3125221		SMALL TOOLS 043-390-0000-4300	126.32
			5382602		TOOLS 043-390-0000-4300	154.27
			5382603		TOOLS 001-311-0000-4300	154.27
			5382604		TRUCK TOOLS	

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234661	2/5/2024	101528 THE HOME DEPOT CRC	(Continued)		043-390-0000-4300	443.91
			5534646		WALL HOOKS 041-320-0000-4310	56.05
			7023084		BLINDS 043-390-0000-4300	166.92
			7023085		SAND BAGS 001-311-0000-4300	606.38
			7023086		HAND TOOLS 043-390-0000-4300	53.96
			7514175		MOON & SAND LIGHTS 041-320-0000-4300	38.54
			8010970		BACKFLOW MATERIALS 070-383-0000-4300	93.87
			8093009		MATL'S FOR PD ROOF PATCH 043-390-0000-4300	233.62
			9024536		MATL'S FOR RESTROOM REPAIRS 043-390-0000-4300	362.36
			9124612		MATL'S FOR ROOF PATCH 043-390-0000-4300	288.86
			9124613		MATL'S-REPAIRS AT PD 043-390-0000-4300	4.61
			9520127		BAY LIGHTS 041-320-0000-4320	66.06
					Total :	3,636.90
234662	2/5/2024	894052 THE LANGUAGE PROS, INC.	1646	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	375.00
			1649	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	375.00
			1651	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	375.00
			1655	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	930.60
					Total :	2,055.60
234663	2/5/2024	888399 TORO ENTERPRISES INC.	17351		PACOIMA WASH BIKEWAY & PEDESTRI	

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234663	2/5/2024	888399 TORO ENTERPRISES INC.	(Continued)			
				12885	010-311-0647-4600	428,864.28
				12885	010-311-0549-4600	119,171.26
				12885	010-311-0567-4600	81,595.60
					010-2037	-31,481.56
					Total :	598,149.58
234664	2/5/2024	103413 TRANS UNION LLC	12303747		CREDIT CHECK SERVICES	
					001-222-0000-4260	85.00
					Total :	85.00
234665	2/5/2024	893167 UNITED MAINTENANCE SYSTEMS	15672	13028	JANITORIAL SERVICES FOR CITY FACI	
					043-390-0000-4260	17,850.00
					Total :	17,850.00
234666	2/5/2024	103439 UPS	831954014		COURIER SERVICES	
					001-190-0000-4280	155.80
					Total :	155.80
234667	2/5/2024	894328 VALDEZ, FABIAN	TRAVEL		PER DIEM-ANNUAL CONF-PUBLIC SEC	
					001-222-0000-4370	160.00
					Total :	160.00
234668	2/5/2024	103534 VALLEY LOCKSMITH	1164	13044	LOCKSMITH SERV'S FOR ALL FACILITIE	
					001-311-0000-4300	391.10
					Total :	391.10
234669	2/5/2024	889644 VERIZON BUSINESS	63890718		CITY HALL LONG DISTANCE	
					001-190-0000-4220	56.06
			63890719		CITY YARD LONG DISTANCE	
					070-384-0000-4220	16.82
			63890720		CITY HALL LONG DISTANCE	
					001-190-0000-4220	28.04
			63890721		POLICE LONG DISTANCE	
					001-222-0000-4220	61.78
			63890722		CITY YARD LONG DISTANCE	
					070-384-0000-4220	11.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234669	2/5/2024	889644 VERIZON BUSINESS	(Continued)			
			63890723		PARKS LONG DISTANCE	
					001-420-0000-4220	17.09
			63891260		PW LONG DISTANCE	
					001-310-0000-4220	5.61
			63891271		CITY HALL LONG DISTANCE	
					001-190-0000-4220	61.67
					Total :	258.28
234670	2/5/2024	100101 VERIZON WIRELESS-LA	9953819387		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	51.32
					001-101-0108-4220	52.02
					001-105-0000-4220	56.42
					072-360-0000-4220	51.32
					Total :	211.08
234671	2/5/2024	103603 VULCAN MATERIALS COMPANY	73881633	12991	BASE & COLD MIX FOR UTILITY TRENC	
					070-383-0000-4310	1,188.74
			73881634	12991	BASE & COLD MIX FOR UTILITY TRENC	
					070-383-0000-4310	927.70
					Total :	2,116.44
234672	2/5/2024	888390 WEST COAST ARBORISTS, INC.	208748	13062	ANNUAL CITY TREE TRIMMING SERVIC	
					011-311-0000-4260	2,585.75
					Total :	2,585.75
234673	2/5/2024	894009 WILLDAN ENERGY SOLUTIONS	10	12905	HVAC FOR CITY FACILITIES	
					032-390-0765-4600	193,000.00
					032-2037	-9,650.00
					Total :	183,350.00
234674	2/5/2024	891531 WILLDAN ENGINEERING	00338063	13055	ON-CALL GENERAL ENGINEERING	
					001-310-0000-4270	908.00
			00338177	13055	ON-CALL GENERAL ENGINEERING	
					001-310-0000-4270	113.50
			00338453A	13055	ON-CALL GENERAL ENGINEERING	
					072-1236	5,533.75

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vchlist

01/31/2024 11:07:02AM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234674	2/5/2024	891531 WILLDAN ENGINEERING	(Continued) 00338453B		ON-CALL GENERAL ENGINEERING	
				13055	024-311-0551-4600	65.00
				13055	024-371-0510-4600	1,029.50
				13055	024-371-0562-4600	6,242.25
				13055	032-311-0866-4600	195.00
				13055	001-310-0000-4270	15,822.75
			00338455		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	2,868.00
			00338516B		ON-CALL GENERAL ENGINEERING	
				13055	024-371-0510-4600	1,124.75
				13055	024-371-0562-4600	8,969.75
				13055	032-311-0866-4600	325.00
				13055	001-310-0000-4270	10,697.25
			00419110		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	2,898.00
			00419177		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	1,750.00
			00419374		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	882.00
			00626891		SF - HSIP CYCLE 8 TRAFFIC SIGNAL IIV	
				11901	024-371-0562-4600	583.45
					Total :	60,007.95
234675	2/5/2024	894642 Z LASER DESIGNS LLC	100-TCSANFERNANDO-01		PROMOTIONAL ITEMS	
					004-2385	425.96
					Total :	425.96
121	Vouchers for bank code :		bank3		Bank total :	1,484,062.56
121	Vouchers in this report				Total vouchers :	1,484,062.56

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-021vchlist
01/16/2024 4:06:18PMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234436	1/16/2024	894449 THE VERY CREATIVE FIRM	1348		MGMT & IMPLEMENTATION OF METRO	
				12922	110-420-3711-4260	9,564.80
			1349		MGMT & IMPLEMENTATION OF METRO	
				12922	110-420-3711-4260	1,294.29
					Total :	10,859.09
1 Vouchers for bank code :		bank3			Bank total :	10,859.09
1 Vouchers in this report					Total vouchers :	10,859.09

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-021vchlist
01/17/2024 3:53:27PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234437	1/17/2024	894056 PACIFIC HYDROTECH CORPORATION	012		UPPER RESERVOIR REPLACEMENT PI	
				12642	010-385-0716-4600	703,192.05
					010-2037	-35,159.60
					Total :	668,032.45
		1 Vouchers for bank code :	bank3		Bank total :	668,032.45
		1 Vouchers in this report			Total vouchers :	668,032.45

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-021

vchlist
01/18/2024 8:17:37AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234438	1/18/2024	103648 CITY OF SAN FERNANDO	PR 1/19/2024		REIMB FOR PAYROLL W/E 1/12/24	
					001-1003	593,860.46
					007-1003	186.78
					017-1003	1,992.51
					027-1003	2,261.42
					029-1003	1,076.06
					041-1003	8,427.26
					043-1003	14,954.30
					070-1003	57,300.28
					072-1003	17,453.27
					094-1003	1,021.87
					110-1003	558.75
					Total :	699,092.96
1 Vouchers for bank code :		bank3			Bank total :	699,092.96
1 Vouchers in this report					Total vouchers :	699,092.96

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-021vchlist
01/18/2024 11:25:15AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234439	1/18/2024	890090 DEPARTMENT OF INDUSTRIAL	OSIP 71199		ASSESSMENT-07/01/23-06/30/24 006-190-0000-4240	13,568.51
Total :						13,568.51
1 Vouchers for bank code : bank3						Bank total : 13,568.51
1 Vouchers in this report						Total vouchers : 13,568.51

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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RES. NO. 24-021
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vchlist
01/19/2024 4:35:45PM

Voucher List
CITY OF SAN FERNANDO

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234440	1/19/2024	894649 STERLING ADMINISTRATION	DEMAND		PRE-FUND OF FLEXIBLE SPENDING AC 004-2365	2,235.00	
Total :						2,235.00	
1 Vouchers for bank code :		bank3			Bank total :	2,235.00	
1 Vouchers in this report						Total vouchers :	2,235.00

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-021
Page: 1

vchlist
01/23/2024 12:54:47PM

Voucher List
CITY OF SAN FERNANDO

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234442	1/23/2024	103255 STATE BOARD OF EQUALIZATION	58-101099		VENDOR USE FUEL TAX RETURN-2023 074-320-0000-4457	13,374.30
Total :						13,374.30
234443	1/23/2024	891825 UNITED STATES TREASURY	OCT-DEC 2023		EXCISE TAX QRTLY PYMNT-12/31/23 074-320-0000-4457	4,928.33
Total :						4,928.33
2 Vouchers for bank code :		bank3				Bank total : 18,302.63
2 Vouchers in this report						Total vouchers : 18,302.63

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-021

vchlist
01/24/2024 8:54:26AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234444	1/24/2024	103255 STATE BOARD OF EQUALIZATION	58-101099		VENDOR USE FUEL TAX RETURN-2023 074-320-0000-4457	13,374.00
Total :						13,374.00
1 Vouchers for bank code :		bank3				Bank total : 13,374.00
1 Vouchers in this report						Total vouchers : 13,374.00

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-021

vchlist
01/25/2024 9:48:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234445	1/23/2024	893115 P.E.R.S. CITY RETIREMENT	100000017381737		EMPL CONTRIB VARIANCE-12/30-01/12	
					018-222-0000-4124	426.56
					018-224-0000-4124	319.92
					018-225-0000-4124	4,585.53
					Total :	5,332.01
1 Vouchers for bank code :		bank3				Bank total : 5,332.01
1 Vouchers in this report						Total vouchers : 5,332.01

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-021vchlist
01/29/2024 11:20:10AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234446	2/1/2024	100286 BAKER, BEVERLY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
Total :						184.72
234447	2/1/2024	100916 DEIBEL, PAUL	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
Total :						291.15
234448	2/1/2024	101781 KISHITA, ROBERT	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
234449	2/1/2024	101926 LILES, RICHARD	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
Total :						291.15
234450	2/1/2024	102126 MARTINEZ, MIGUEL	24-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	708.41
Total :						708.41
234451	2/1/2024	891354 RAMIREZ, ROSALINDA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
234452	2/1/2024	892782 TIGHE, DONNA	24-Feb		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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01/29/2024 11:20:10AMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

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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SPEICAL CHECKS

EXHIBIT "A"
RES. NO. 24-021vchlist
01/29/2024 11:34:08AMVoucher List
CITY OF SAN FERNANDO

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234453	2/1/2024	894452 ABDALLAH, MARIA G.	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	4,042.98	
							Total : 4,042.98
234454	2/1/2024	100091 AGORICHAS, JOHN	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
							Total : 291.15
234455	2/1/2024	891039 AGUILAR, JESUS	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	492.58	
							Total : 492.58
234456	2/1/2024	100104 ALBA, ANTHONY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
							Total : 739.30
234457	2/1/2024	891011 APODACA-GRASS, ROBERTA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
							Total : 291.15
234458	2/1/2024	100260 AVILA, FRANK	24-Feb		CALPERS HEALTH REIMB 041-180-0000-4127	1,573.82	
							Total : 1,573.82
234459	2/1/2024	100306 BARNARD, LARRY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	873.00	
							Total : 873.00
234460	2/1/2024	100346 BELDEN, KENNETH M.	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00	
							Total : 1,396.00
234461	2/1/2024	892233 BUZZELL, CAROL	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	184.72	
							Total : 184.72
234462	2/1/2024	891350 CALZADA, FRANK	24-Feb		CALPERS HEALTH REIMB		
							Page: 1

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CITY OF SAN FERNANDO

Page: 2

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234462	2/1/2024	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	526.44	
							Total : 526.44
234463	2/1/2024	100642 CASTRO, RICO	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,105.94	
							Total : 2,105.94
234464	2/1/2024	103816 CHAVEZ, ELENA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	599.65	
							Total : 599.65
234465	2/1/2024	100752 COLELLI, CHRISTIAN	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07	
							Total : 2,093.07
234466	2/1/2024	891014 CREEKMORE, CASIMIRA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
							Total : 291.15
234467	2/1/2024	893711 DAVIS, JAMES	24-Feb		CALPERS HEALTH REIMB 072-180-0000-4127	1,581.28	
							Total : 1,581.28
234468	2/1/2024	100913 DECKER, CATHERINE	24-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	263.02	
							Total : 263.02
234469	2/1/2024	100925 DELGADO, RALPH	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	526.44	
							Total : 526.44
234470	2/1/2024	101667 DIAZ, EVELYN	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	899.00	
							Total : 899.00
234471	2/1/2024	100960 DIEDIKER, VIRGINIA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
							Page: 2

SPECIAL CHECKS

EXHIBIT "A"
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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234471	2/1/2024	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 291.15
234472	2/1/2024	100996 DRAKE, JOYCE	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234473	2/1/2024	100995 DRAKE, MICHAEL	24-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	291.15 Total : 291.15
234474	2/1/2024	100997 DRAPER, CHRISTOPHER	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
234475	2/1/2024	101044 ELEY, JEFFREY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00
234476	2/1/2024	891040 FISHKIN, RIVIAN	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234477	2/1/2024	101178 FLORES, ADRIAN	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 Total : 1,356.30
234478	2/1/2024	101182 FLORES, MIGUEL	24-Feb		CALPERS HEALTH REIMB 043-180-0000-4127	1,356.30 Total : 1,356.30
234479	2/1/2024	892103 GAJDOS, BETTY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234480	2/1/2024	894378 GARCIA, BERTHA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41

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01/29/2024 11:34:08AMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234481	2/1/2024	891351 GARCIA, DEBRA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72 Total : 2,136.72
234482	2/1/2024	101281 GARIBAY, SAUL	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,532.39 Total : 2,532.39
234483	2/1/2024	101318 GLASGOW, KEVIN	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
234484	2/1/2024	891020 GLASGOW, ROBERT	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 Total : 308.00
234485	2/1/2024	101333 GODINEZ, FRAZIER C.	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 Total : 1,810.29
234486	2/1/2024	101409 GUERRA, LAUREN E	24-Feb		CALPERS HEALTH REIMB 072-180-0000-4127	599.65 Total : 599.65
234487	2/1/2024	891021 GUIZA, JENNIE	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234488	2/1/2024	102896 GUZMAN, ROSA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 Total : 599.65
234489	2/1/2024	891352 HADEN, SUSANNA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41
234490	2/1/2024	101440 HALCON, ERNEST	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-021
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01/29/2024 11:34:08AMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234490	2/1/2024	101440 101440 HALCON, ERNEST	(Continued)			Total : 1,396.00
234491	2/1/2024	101672 HANCHETT, NICHOLE	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,441.88 Total : 1,441.88
234492	2/1/2024	891918 HARTWELL, BRUCE	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
234493	2/1/2024	101465 HARVEY, DAVID	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234494	2/1/2024	101466 HARVEY, DEVERY MICHAEL	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 Total : 873.00
234495	2/1/2024	101471 HASBUN, NAZRI A.	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 Total : 599.65
234496	2/1/2024	891023 HATFIELD, JAMES	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
234497	2/1/2024	892104 HERNANDEZ, ALFONSO	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
234498	2/1/2024	891024 HOOKER, RAYMOND	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234499	2/1/2024	893616 HOUGH, LOIS	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 Total : 184.72

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01/29/2024 11:34:08AMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234500	2/1/2024	101597 IBRAHIM, SAMIR	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 Total : 492.58
234501	2/1/2024	101694 JACOBS, ROBERT	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 Total : 873.00
234502	2/1/2024	892105 KAHMANN, ERIC	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 Total : 492.58
234503	2/1/2024	101786 KLOTZSCHE, STEVEN	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	575.02 Total : 575.02
234504	2/1/2024	891866 KNIGHT, DONNA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	161.43 Total : 161.43
234505	2/1/2024	892929 LEWIS, WANDA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234506	2/1/2024	891043 LIEBERMAN, LEONARD	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234507	2/1/2024	101933 LITTLEFIELD, LESLEY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234508	2/1/2024	102045 LLAMAS-RIVERA, MARCOS	24-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	1,652.90 Total : 1,652.90
234509	2/1/2024	102059 MACK, MARSHALL	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	599.65

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-021vchlist
01/29/2024 11:34:08AMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234509	2/1/2024	102059 102059 MACK, MARSHALL	(Continued)			Total : 599.65
234510	2/1/2024	891010 MAERTZ, ALVIN	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	479.86 Total : 479.86
234511	2/1/2024	888037 MARTINEZ, ALVARO	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,498.67 Total : 2,498.67
234512	2/1/2024	102206 MILLER, WILMA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234513	2/1/2024	102212 MIRAMONTES, MONICA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	628.36 Total : 628.36
234514	2/1/2024	102232 MIURA, HOWARD	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234515	2/1/2024	892106 MONTAN, EDWARD	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 Total : 184.72
234516	2/1/2024	102365 NAVARRO, RICARDO A	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	516.44 Total : 516.44
234517	2/1/2024	102443 OKAFOR, MICHAEL	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,884.73 Total : 1,884.73
234518	2/1/2024	102473 ORDELHEIDE, ROBERT	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,146.00 Total : 2,146.00

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234519	2/1/2024	102483 OROZCO, ELVIRA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 Total : 184.72
234520	2/1/2024	102486 ORSINI, TODD	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,102.76 Total : 2,102.76
234521	2/1/2024	102569 PARKS, ROBERT	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00
234522	2/1/2024	102580 PATINO, ARMANDO	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00
234523	2/1/2024	102527 PISCITELLI, ANTHONY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	526.44 Total : 526.44
234524	2/1/2024	891033 POLLOCK, CHRISTINE	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 Total : 308.00
234525	2/1/2024	102735 QUINONEZ, MARIA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82 Total : 1,573.82
234526	2/1/2024	891034 RAMSEY, JAMES	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	989.86 Total : 989.86
234527	2/1/2024	102788 RAYGOZA, JOSE LUIS	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 Total : 1,810.29
234528	2/1/2024	102864 RIVETTI, DOMINICK	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	873.00

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SPECIAL CHECKS

EXHIBIT "A"
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234528	2/1/2024	102864 102864 RIVETTI, DOMINICK	(Continued)			Total : 873.00
234529	2/1/2024	102936 RUELAS, MARCO	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72 Total : 2,136.72
234530	2/1/2024	102940 RUIZ, RONALD	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 Total : 599.65
234531	2/1/2024	891044 RUSSUM, LINDA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234532	2/1/2024	103005 SALAZAR, TONY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 Total : 1,356.30
234533	2/1/2024	103118 SENDA, OCTAVIO	24-Feb		CALPERS HEALTH REIMB 043-180-0000-4127	1,810.29 Total : 1,810.29
234534	2/1/2024	892107 SHANAHAN, MARK	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 Total : 492.58
234535	2/1/2024	891035 SHERWOOD, NINA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234536	2/1/2024	103175 SKOBIN, ROMELIA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,438.01 Total : 1,438.01
234537	2/1/2024	893677 SOLIS, MARGARITA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	547.69 Total : 547.69

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234538	2/1/2024	103220 SOMERVILLE, MICHAEL	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00 1,706.00
234539	2/1/2024	889588 UFANO, VIRGINIA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 167.79
234540	2/1/2024	103516 VAIRO, ANTHONY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00 1,706.00
234541	2/1/2024	888417 VALDIVIA, LAURA	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
234542	2/1/2024	103550 VANICEK, JAMES	24-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	1,573.82 1,573.82
234543	2/1/2024	103562 VASQUEZ, JOEL	24-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	2,214.00 2,214.00
234544	2/1/2024	888562 VILLALPANDO, SEBASTIAN FRANK	24-Feb		CALPERS HEALTH REIMB 070-180-0000-4127	492.58 492.58
234545	2/1/2024	103692 VILLALVA, FRANCISCO	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 1,810.29
234546	2/1/2024	891038 WAITE, CURTIS	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 739.30
234547	2/1/2024	103612 WALKER, MICHAEL	24-Feb		CALPERS HEALTH REIMB 027-180-0000-4127	167.79
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SPECIAL CHECKS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234547	2/1/2024	103612 103612 WALKER, MICHAEL	(Continued)			Total : 167.79
234548	2/1/2024	103620 WARREN, DALE	24-Feb		CALPERS HEALTH REIMB 072-180-0000-4127	167.79 Total : 167.79
234549	2/1/2024	891036 WATT, DAVID	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
234550	2/1/2024	893690 WATTS, STEVE M.	24-Feb		CALPERS HEALTH REIMB 072-180-0000-4127	1,033.20 Total : 1,033.20
234551	2/1/2024	891037 WEBB, NANCY	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234552	2/1/2024	103643 WEDDING, JEROME	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
234553	2/1/2024	103727 WYSBEEK, DOUDE	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234554	2/1/2024	103737 YNIGUEZ, LEONARD	24-Feb		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
102 Vouchers for bank code : bank3						Bank total : 96,984.53
102 Vouchers in this report						Total vouchers : 96,984.53

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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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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: February 5, 2024

Subject: Consideration to Adopt a Resolution Appointing the City's Primary, Alternate, and Substitute Alternate Representatives to the Independent Cities Risk Management Authority Governing Board

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8283 (Attachment "A") appointing Personnel Manager Sergio Ibarra as the Primary Representative, Director of Finance/City Treasurer Erica D. Melton as the Alternate Representative, and City Manager Nick Kimball as the Substitute Alternate Representative to serve on the Independent Cities Risk Management Authority (ICRMA) Governing Board.

BACKGROUND:

1. ICRMA is a joint powers authority that provides risk management programs for approximately 14 member cities in the areas of general liability, workers' compensation, property, earthquake and other related pooled insurance coverages.
2. The City has been a member of ICRMA since July 1, 1986, and is required to have a primary and alternate representative appointed to the Governing Board to attend and vote during Board meetings. The City may also have a substitute alternate representative, which is not required.
3. On January 18, 2022, the City Council adopted Resolution No. 8110 (Attachment "B") appointing City Manager Nick Kimball as the Primary Representative and Personnel Manager Michael Okafor as the Alternative Representative of the ICRMA Governing Board.
4. On December 9, 2023, Mr. Okafor retired, leaving a vacancy in the alternative representative position on the ICRMA Governing Board.
5. On January 29, 2024, Personnel Manager Sergio Ibarra began his employment with the City and filled the vacancy left by retiree Mr. Okafor.

Consideration to Adopt a Resolution Appointing the City's Primary, Alternate, and Substitute Alternate Representatives to the Independent Cities Risk Management Authority Governing Board

Page 2 of 3

ANALYSIS:

Independent Cities Risk Management Authority (ICRMA).

ICRMA is a Joint Powers Authority comprised of 14 member cities in California offering cost stabilization and provides risk management programs for its member cities in the areas of general liability, workers' compensation, property, earthquake, cybersecurity and other related pooled insurance coverages. They achieve this through an engaged and proactive board, giving members a voice and local control, ensuring long-term financial stability, fostering innovation in risk management, and offering flexible service options. The City has been a member city since July 1, 1986 and is one of approximately fourteen member cities of ICRMA in California. The Governing Board ensures maximum benefits for members and leverages group purchasing power to offer cost-effective risk control services to its member cities.

In partnership with ICRMA the City of San Fernando provides City staff and departments with Cal-OSHA related trainings, assist with creating and implementing safety prevention strategies. Staff will leverage all available Risk Management services to reduce our Risk exposure.

Insurance and risk management programs tend to be specialized, technical and have a potentially significant impact on the City's finances. Therefore, it is in the City's best interest to appoint Governing Board members that have financial and risk management experience and are available to attend meetings regularly.

Board meetings are currently held on the second Thursday of even-numbered months. The meetings are during the day and typically last approximately three to four hours.

Newly hired Personnel Manager Sergio Ibarra has extensive experience in insurance and risk management. He has specifically worked with self-insurance pools, served with the ICRMA Board for 10 years, including his tenure as the Board President from June 2023 – January 2024. Staff therefore recommends Mr. Ibarra be appointed as the City's Primary Representative, Ms. Melton as the City's Alternate Representative on the Governing Board, and City Manager Nick Kimball as the Substitute Alternative Representative. These appointments will move current Primary Representative Mr. Kimball to serve as the Substitute Alternate (Attachment "B"). Mr. Ibarra and Ms. Melton will work in conjunction with Mr. Kimball to ensure consistent and effective representation of the City's interests in all ICRMA Board-related affairs.

BUDGET IMPACT:

There is no budget impact associated with adoption of this Resolution.

Consideration to Adopt a Resolution Appointing the City's Primary, Alternate, and Substitute Alternate Representatives to the Independent Cities Risk Management Authority Governing Board

Page 3 of 3

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8283 (Attachment "A") appointing Personnel Manager Sergio Ibarra as the Primary Representative, Director of Finance/City Treasurer Erica D. Melton as the Alternate Representative, and City Manager Nick Kimball as the Substitute Alternate to serve on the Independent Cities Risk Management Authority (ICRMA) Governing Board.

ATTACHMENTS:

- A. Resolution No. 8283
- B. Resolution No. 8255

RESOLUTION NO. 8283

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, APPOINTING A DELEGATE, ALTERNATE, AND SUBSTITUTE
ALTERNATE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES
RISK MANAGEMENT AUTHORITY (ICRMA)**

WHEREAS, the City of San Fernando ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code;

WHEREAS, ICRMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members;

WHEREAS, the Joint Powers Agreement provides that the Governing Board of the Authority shall be comprised of one representative from each member;

WHEREAS, the City Council of each member may select and change any of its representatives by filing a resolution with ICRMA;

WHEREAS, the City council may appoint legislative member(s) or staff member(s) to serve on the Governing Board;

WHEREAS, staff members shall have one of the following positions, or equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Administrator/Manager, Assistant/Deputy City Administrator/Manager, Assistant to City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director; and

WHEREAS, City desires to designate its representative(s) to the ICRMA Governing Board.

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

SECTION 1. That Sergio Ibarra (a staff person) is hereby appointed to serve as a primary delegate representative on the ICRMA Governing Board.

SECTION 2. That Erica D. Melton (a staff person) is hereby appointed as the alternate representative, to serve on the ICRMA Governing Board in the absence of the primary member noted in Section 1 above.

SECTION 3. That Nick Kimball (a staff person) is hereby appointed as the substitute alternate, to serve on the ICRMA Governing Board in the absence of the primary and alternate members noted in Sections 1 and 2 above, remains vacant.

SECTION 4. That the individuals designated by this City Council as the City's primary delegate, alternate representatives to the ICRMA Governing Board are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Governing Board and signing all amendments as are contemplated to be approved by the Governing Board.

SECTION 5. That a certified copy of this Resolution shall be provided to the Executive Director of ICRMA.

SECTION 6. 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 5th day of February, 2024.

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

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. 8283 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 5th day of February, 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 February, 2024.

Julia Fritz, City Clerk

RESOLUTION NO. 8255**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA APPOINTING A DELEGATE, ALTERNATE, AND SUBSTITUTE
ALTERNATE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES
RISK MANAGEMENT AUTHORITY (ICRMA)**

WHEREAS, the City of San Fernando ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code;

WHEREAS, ICRMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members;

WHEREAS, the Joint Powers Agreement provides that the Governing Board of the Authority shall be comprised of one representative from each member;

WHEREAS, the City Council of each member may select and change any of its representatives by filing a resolution with ICRMA;

WHEREAS, the City council may appoint legislative member(s) or staff member(s) to serve on the Governing Board;

WHEREAS staff members shall have one of the following positions, or equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Administrator/Manager, Assistant/Deputy City Administrator/Manager, Assistant to City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director; and

WHEREAS, City desires to designate its representative(s) to the ICRMA Governing Board.

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

SECTION 1. That Nick Kimball (a staff person) is hereby appointed to serve as a primary delegate representative on the ICRMA Governing Board.

SECTION 2. That Erica D. Melton (a staff person) is hereby appointed as the alternate representative, to serve on the ICRMA Governing Board in the absence of the primary member noted in Section 1 above.

SECTION 3. That Michael Okafor (a staff person) is hereby appointed as the substitute alternate, to serve on the ICRMA Governing Board in the absence of the primary and alternate members noted in Sections 1 and 2 above, remains vacant.

SECTION 4. That the individuals designated by this City Council as the City's primary delegate, alternate representatives to the ICRMA Governing Board are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Governing Board and signing all amendments as are contemplated to be approved by the Governing Board.

SECTION 5. That a certified copy of this Resolution shall be provided to the Executive Director of ICRMA.

SECTION 6. 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 21st day of August 2023.

DocuSigned by:

Celeste Rodriguez

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

ATTEST:

DocuSigned by:

Julia Fritz

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8255 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 21st day of August, 2023, by the following vote of the City Council:

AYES: Solorio, Fajardo, Mendoza, Rodriguez - 4

NAYS: None

ABSENT: Montañez - 1

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 30th day of August, 2023.

DocuSigned by:

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Julia Fritz, City Clerk

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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: February 5, 2024

Subject: Consideration to Accept Project Completion and Authorize the Recordation of a Notice of Completion for Phase 2 of the Annual Street Resurfacing Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the improvements as constructed by American Asphalt South, Inc., and consider the work completed;
- b. Authorize the issuance and filing of a "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention amount of \$167,761 after the 35-day lien period from the date the Notice of Completion is recorded.

BACKGROUND:

1. As part of the City's Fiscal Year (FY) 2022–2023 Budget, the City Council approved funding involving the rehabilitation of local roads. This project was funded through Senate Bill (SB) 1, Metro, Proposition C, State Gas Tax, Measure R, Measure M and ARPA funds and included the installation of slurry seal, new traffic striping, curb and gutter improvements and painting of house addresses within the project limits.
2. On January 3, 2023, the City Council awarded Contract No. 2130 to American Asphalt South, Inc., (Contractor) in the amount of \$3,610,154 for roadway resurfacing and concrete improvements.
3. On February 27, 2023, a Notice to Proceed was issued to the Contractor.
4. On September 30, 2023, work was completed by the Contractor.

Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for the Phase 2 of the Annual Street Resurfacing Project

Page 2 of 3

ANALYSIS:

The City has an ongoing Annual Street Resurfacing Program to address deferred maintenance and improve the general condition of its approximate 50 miles of streets and alleys. The City receives approximately \$2 million annually in street repair allocations from various State and County funding sources to put toward this program. In order to meet the City Council's Strategic Goal of rebuilding the City's infrastructure, staff developed a plan in 2021 to address more of its streets through a much more cost effective slurry seal treatment rather the costly thin overlay treatment. Phase 1, which was completed in May 2023, focused on slurry seal of streets in fair condition and extend their useful life.

The Phase 2 Annual Street Resurfacing Project consisted of roadway resurfacing and concrete improvements on an approximate 12 miles of City streets. Phase 2 areas required a more robust two- and three-step slurry seal process for streets that were moderately-to-significantly deteriorated with cracks and potholes. These are streets that typically require an overlay treatment. The two- and three-step process involved multiple layers of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays. With completion of Phase 2, a total of 60% of City streets (approximately 30 centerline miles of streets) have received some type of preventative maintenance thus far.

The construction management firm, Geotechnical, Inc. (GMU), oversaw the project and was tasked with providing inspection services. A GMU inspector monitored the worksite on a daily basis throughout the project duration to ensure that work was performed in accordance with the prescribed plans and specifications. The scope of work included:

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

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

BUDGET IMPACT:

The Phase 2 Annual Street Resurfacing Project was awarded to American Asphalt South, Inc., (Contract No. 2130) in the amount of \$3,610,154, in January 2023. The work performed by American Asphalt South, Inc., was completed under the original contract amount.

Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for the Phase 2 of the Annual Street Resurfacing Project

Page 3 of 3

CONCLUSION:

Staff recommends the City Council accept the improvements as constructed by American Asphalt South, Inc., consider the work completed, authorize the issuance and filing of the "Notice of Completion," and authorize the release of the five percent retention amount (\$167,761) after the 35-day lien period.

ATTACHMENT:

A. Notice of Completion

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

ATTACHMENT "A"

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

Space Above This Line Reserved For The Recorder's Use

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

NOTICE OF COMPLETION

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

1. **NOTICE IS HEREBY GIVEN THAT:** work on the Phase 2 Annual Street Resurfacing project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Project construction improvements consisted of concrete work, crack sealing and placement of slurry seal, striping and pavement markings.
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: Citywide
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on September 30, 2023
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** American Asphalt South, Inc., 2990 Meyers Street, Riverside, CA 92503
8. **DECLARATION:** I, Wendell Johnson, duly appointed Director of Public Works of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Wendell Johnson
City of San Fernando, California

Date

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On _____ before me, Julia Fritz, Notary Public, personally appeared, Wendell Johnson who proved

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

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Julia Fritz, Notary Public

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: February 5, 2024

Subject: Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for the San Fernando Regional Park Infiltration Project, Job No. 7601, Plan No. P-732

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the improvements as constructed by Ortiz Enterprises, Inc., (Contractor) and consider the work completed;
- b. Authorize the issuance and filing of a "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention (\$592,125) after the 35-day lien period from the date the Notice of Completion (NOC) is recorded.

BACKGROUND:

1. On September 21, 2021, the City Clerk received and opened 11 bids, for the San Fernando Regional Park Infiltration Project.
2. On December 6, 2021, the City Council awarded Contract No. 2042 to Ortiz Enterprises, Inc., (Contractor) in the amount \$11,189,930 and authorized the City Manager to approve change orders up to an amount not to exceed 10% of the contract.
3. On January 3, 2022, the City issued a Notice to Proceed to the Contractor to construct the San Fernando Regional Park Infiltration Project.
4. On December 15, 2023, the Contractor completed the project.

Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for San Fernando Regional Park Infiltration Project, Job No. 7601, Plan No. P-732

Page 2 of 2

ANALYSIS:

The City is a permittee under the Los Angeles Regional Water Quality Control Board (Regional Board) and is required to implement certain storm water-related improvements to satisfy conditions of the Regional Board's Municipal Separate Sewer System (MS4) permit. The San Fernando Regional Park Infiltration Project ("Project") involved diverting storm water from entering the Pacoima Wash by redirecting it through underground pipes to a buried infiltration basin beneath Recreation Park. It is estimated that the Project will capture and infiltrate an average of 446 acre-feet of runoff annually during an average rainfall year. The City awarded a contract to CWE to design the Project and contract to Ortiz Enterprises, Inc. to construct the Project. As part of the grant requirements, the City held public outreach meetings to inform stakeholders and the community of the project.

The Project had many stages, including underground construction of new structures to intercept storm water, new diversion pipeline beneath the streets along sections of Jessie Street, Fifth Street, and Park Avenue, and the excavation of the field area at the Park for construction of the infiltration basin. New turf and a new baseball field were installed as part of the project. Additionally, street reconstruction occurred on Jessie Street between Fifth Street and Glenoaks Boulevard and Park Avenue between Fourth Street and Library Street.

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

BUDGET IMPACT:

The Project received funding from the Regional Infrastructure Program under the Safe, Clean Water Program (SCWP), administered by Los Angeles County Flood Control District (LACFCD). The original contract awarded for the project specified a not to exceed amount of \$12,308,923; this amount included a 10% contingency of \$1,118,993. A total of 21 change orders were generated during the project for unforeseen conditions during excavation and change in work per staff as it pertained to the Supervisory Control and Data Acquisition (SCADA) system. The change orders totaled \$715,322.43, which are covered under the contingency amount.

CONCLUSION:

Staff recommends that the City Council accept the improvements as constructed by Ortiz Enterprises, Inc., consider the work completed, authorize the issuance and filing of the "Notice of Completion," and authorize the release of the five percent retention (\$592,125) after the 35-day lien period from the date the Notice of Completion is recorded.

ATTACHMENT:

A. Notice of Completion

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:****ATTACHMENT "A"**

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

Space Above This Line Reserved For The Recorder's Use

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

NOTICE OF COMPLETION

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

1. **NOTICE IS HEREBY GIVEN THAT:** work on the San Fernando Regional Park Infiltration project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Project construction improvements consisted of installation of three storm drain diversions, diversion piping, park pathway improvements, roadway construction, concrete work, irrigation improvements, electrical panels and connections, new landscape and surface features, and other appurtenant work.
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: 208 Park Avenue, San Fernando, CA 91340
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on December 15, 2023
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** Ortiz Enterprises, Inc., 6 Cushing, Suite 200, Irvine, CA 92618
8. **DECLARATION:** I, Wendell Johnson, duly appointed Director of Public Works of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Wendell Johnson
 City of San Fernando, California

 Date

ACKNOWLEDGMENT

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

State of California)
 County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____
 Julia Fritz, Notary Public

(Seal)

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: February 5, 2024

Subject: A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy Governing the Use of Military Equipment, 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") (Attachment "C") 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.

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy Governing the Use of Military Equipment, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report

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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 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, the 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.
8. On January 16, 2024, the City Council continued the Public Hearing to the February 5, 2024 City Council regular meeting.

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.

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy Governing the Use of Military Equipment, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report

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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:

- (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

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy Governing the Use of Military Equipment, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report

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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.
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.

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy Governing the Use of Military Equipment, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report

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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.

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.

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy Governing the Use of Military Equipment, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report

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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.
- (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.

A Continued Public Hearing to Consider Adopting an Ordinance Approving a Military Use Equipment Policy Governing the Use of Military Equipment, as Required by Assembly Bill 481; and Approval of the 2023 Annual Military Equipment Report

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(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.

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 introduce for first reading, in title only, and waive further reading of Ordinance No. 1721 (Attachment “A”), “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 approve the 2023 Annual Military Equipment Report (Attachment “B”).

ATTACHMENTS:

- 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 May 1, 2022; 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 5th day of February, 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
706****San 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.

San Fernando Police Department

San Fernando PD Policy Manual

San Fernando PD Policy Manual

Military Equipment

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

San Fernando Police Department

San Fernando PD Policy Manual

San Fernando PD Policy Manual

Military Equipment

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,

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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: Fabian Valdez, Police Chief
Jennifer Spatig, Management Analyst

Date: February 5, 2024

Subject: Discussion and Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a three-year Master Services Agreement (Attachment “A” – Contract No. 2213) to Flock Safety for the installation and maintenance of 37 Fixed Automated License Plate Readers (ALPRs) through Insight/OMNIA Partners, a cooperative purchasing program; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On September 14, 2023, the City received a grant from the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Program in the amount of \$494,964 for the installation of Automated License Plate Readers and implementation of a Catalytic Converter Etching Program.
2. On October 16, 2023, the City Council approved Resolution No. 8261 to accept the grant and appropriated the funds.
3. On November 28, 2023, staff presented a Master Services Agreement with Flock Safety for the purchase and installation of Fixed Automated License Plate Reader cameras pursuant to the terms of the grant. After a robust discussion, City Council directed staff to present information about the BSCC ORT Grant and Flock Safety to various community groups and the Transportation and Public Safety Commission for public comment, and return for re-consideration.

Discussion and Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers

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4. Between December 2023 and February 2024, staff presented information about the BSCC ORT Grant, Flock Safety ALPRs camera system, and live video monitoring camera systems to the San Fernando Business Watch, Neighborhood Watch, Chamber of Commerce, and the Transportation and Public Safety Commission.
5. On January 4, 2024, the Transportation and Public Safety (TPS) Commission received a presentation outlining the grant project details. During the presentation, the Commission posed inquiries regarding various aspects of the project, notably concerning privacy concerns, data storage protocols, and access parameters. Following deliberation, the Commission provided a recommendation for the Police Department to proceed with accepting the grant and proceeding with the installation of ALPR cameras. The TPS Commission did not favor live video monitoring cameras.
6. On February 2, 2024, a special Chat-with-the-Chief is being hosted by the Chamber of Commerce in the Downtown Mall area to provide business owners with another opportunity to provide feedback on the proposed ALPR camera and live video monitoring camera systems.

ANALYSIS:

The California Budget Act of 2022 (Senate Bill 154), through the Board of State and Community Corrections (BSCC), established the Organized Retail Theft (ORT) Prevention Grant Program to provide competitive grants for city police departments, county sheriffs' departments, and probation departments. The purpose of this grant program is to support local law enforcement agencies in preventing and responding to theft in three areas: organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

Organized retail theft and motor vehicle theft do not happen in a vacuum. Criminals often engage in well-coordinated theft operations, targeting retail establishments and stealing high-value merchandise for resale in surrounding cities. The Los Angeles Police Department reports that approximately 30,000 vehicles are stolen every year in the City of Los Angeles. The City's small size, easy access to freeways, and shared borders with the City of Los Angeles make the City a target for crime and theft.

Recognizing the importance of leveraging advanced technologies, modern law enforcement techniques, and raising public awareness in combating these crimes, the Department developed the San Fernando Police Department's Theft Prevention Program through the BSCC ORT grant application. This program aims to enhance the Department's ability to combat organized retail theft, auto theft, and catalytic converter theft within the City. In seeking BSCC grant funds, the SFPD aimed to implement solutions to enhance the overall safety of the San Fernando community.

Discussion and Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers

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On July 7, 2023, the Department submitted a grant application to BSCC seeking funding to implement the Retail and Motor Vehicle Theft Prevention Program. The application outlined plans to use the funds for installing fixed Automated License Plate Reader (ALPR) cameras in retail areas and at entrance and exit routes in the City of San Fernando, with the aim of enhancing crime prevention, deterrence, and investigations (a map of the proposed locations is included as Attachment "B"). Additionally, the application included a request for funds to establish a Catalytic Converter Etching Program, which would aid in identifying recovered stolen catalytic converters.

On September 14, 2023, the City received notice of grant award from the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Program for \$494,964 (Attachment "C" - Contract No. 2201) to be used for the installation of Flock ALPR cameras and the equipment and supplies necessary for catalytic converter etching. The Police Department was one of only 39 agencies (out of 114) chosen to receive a BSCC ORT grant award for the installation of the Flock Camera System in the grant program's inaugural year.

Fixed ALPR Cameras vs. Live Video Monitoring Cameras

Fixed ALPR cameras were strategically chosen for implementation by the Department under the BSCC ORT Grant due to their multitude of advantages over live video feed systems, including lower installation costs, proactive monitoring capabilities, and enhanced functionality.

Below is a cost breakdown of the Fixed ALPR Camera vs. Live Video Monitoring Cameras.

Camera Type	Cost/year/camera	Installation Costs per camera	Total 3-year cost/camera	Total # of cameras
Live-View Cameras	\$3,000	\$1,250	\$10,250	33
ALPR Cameras	\$3,000	\$150	\$9,150	37

At the aforementioned costs, the Department would be able to procure 33 Live-View ALPR camera vs 37 ALPR cameras.

While the live view cameras offer conventional video recording capabilities, the software imbedded in the live view cameras lacks the proactive monitoring and real-time alert features afforded to law enforcement by the ALPR cameras. Live view cameras do not recognize and proactively cross-reference vehicle license plates and other data like the ALPR cameras.

In the event a crime is captured on a live view camera, the investigating SFPD officer would have to manually gather and review video data from all relevant cameras, which can be time-intensive and cause investigative delays. Subsequently, the officer would be required to input the collected data of any suspect vehicle captured on the live feed camera and access the Flock system to ascertain if other Flock systems had captured the vehicle in a different jurisdiction. The live camera system lacks software that would enable the officer to determine if a wanted vehicle had

Discussion and Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers

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been captured by other live feed cameras in the area. The live feed cameras does not contain software such as facial recognition or other proactive monitoring technologies, which would enhance functionality but also increase intrusiveness. Thus, data extraction is the sole responsibility of the investigator.

In contrast, fixed ALPR (Automatic License Plate Recognition) cameras offer a proactive solution to this challenge by significantly enhancing efficiency compared to the reactive process of the live-view system. The ALPR cameras do not live record large areas, but are focused cameras that provide early detection using technology that capture vehicle license plates and other identifiable characteristics, which can be used to alert law enforcement of flagged including reported stolen vehicles, vehicles associated with missing persons, or vehicles used in crimes.

The captured plates and identifiable characteristics are quickly cross-referenced with a statewide law enforcement database and other Flock camera systems. If a vehicle license plate is reported as stolen or linked to a crime by another law enforcement agency, the Flock camera system would instantly alert the Police Department within seconds. This instantaneous notification eliminates the need for manual monitoring by Police Officers or Dispatchers.

Moreover, if a reported stolen vehicle or a vehicle connected to a crime in another law enforcement jurisdiction enters the City, the ALPR technology will immediately notify our on-duty personnel of the vehicle's last known location within San Fernando. This real-time information enables prompted and targeted responses from law enforcement, enhancing public safety and improving the efficiency of crime prevention and resolution efforts. Live view cameras do not have this capability.

About Flock Safety

The Police Department is recommending Flock Safety as a provider of fixed ALPR cameras for the following reasons:

- Flock ALPR devices provide real-time vehicle information such as vehicle type, make color, license plate, state, missing or covered plates, as well as unique features such as bumper stickers, decals, and roof racks.
- Real-time vehicle and license plate information is immediately provided to Police Officers, leading to faster apprehension of retail and auto theft suspects and recovery of stolen goods.
- Over 300 law enforcement agencies within the State of California utilize Flock Safety technology, creating a high level of agency interoperability and a robust database of vehicle information for crime detection and prevention.
- Flock ALPR provide fewer privacy concerns than live video cameras.

Discussion and Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers

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Flock Safety provides a turnkey solution to combat crime. The subscription to Flock technology includes hardware, software, and maintenance across License Plate Reader (LPR), Audio, Video and Real-Time Intelligence. In addition, Flock Safety is a proprietary source of LPR data to Axon's Evidence.com, which is the software currently used by the Police Department for body worn cameras.

Privacy

Flock Safety maintains a stringent privacy and ethics policy, ensuring the protection of individuals' data and rights. The company unequivocally commits to not sharing or selling data from its devices to third-party vendors, as outlined in Attachment "D". Furthermore, all data captured by the ALPR devices undergoes encryption and is automatically deleted every thirty (30) days. This practice ensures that information is not retained beyond necessary periods, thereby safeguarding privacy and minimizing data storage risks.

Additionally, Flock Safety offers a transparency portal, facilitating seamless data sharing among police departments equipped with the same camera system. This feature enhances collaborative efforts for investigative purposes while upholding privacy standards and ethical considerations. Evidence gathered from Flock ALPR cameras can be used to support and strengthen the prosecution of suspects without the need for timely redaction of bystander faces or identifying information. The proprietary software used to store the data, Evidence.com, meets government-specific security guidelines and seamlessly integrates with the Los Angeles District Attorney's Office evidence management system.

Law enforcement agencies are mandated to provide specific justifications for accessing footage or evidence, ensuring that all searches are legitimate and thoroughly documented, thus establishing an audit trail of their activities.

In addition to this accountability, the company provides a standardized template that aligns with the requirements set forth in Senate Bill 34. This template encompasses essential elements necessary for the lawful use of ALPRs while prioritizing privacy protection. Senate Bill 34, enacted by the California State Legislature in 2015, mandates fundamental safeguards for the deployment of ALPR systems.

These safeguards notably include a prohibition on California law enforcement agencies sharing data collected by any ALPR system with Federal law enforcement agencies or law enforcement agencies located outside of California. By adhering to these stipulations and in conjunction with the Department's ALPR Policy, these comprehensive measures synergistically function to preempt potential privacy infringements and ensure the lawful and ethical utilization of ALPR technology (Refer to Attachments "E" and "F" for further details).

Discussion and Consideration to Award a Master Services Agreement to Flock Safety for the Installation of Fixed Automated License Plate Readers

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Procurement

The Flock Safety subscription service and equipment can be procured via Insight/OMNIA Partners, a cooperative purchasing program used by the City for goods and services since 2018. Through the Insight/OMNIA Partners cooperative purchasing program, the City has contracted with many other vendors for goods and services.

Staff requests the approval of the proposed Master Services Agreement through Insight/OMNIA Partners for the Flock Safety Subscription, as well as the installation, and maintenance of 37 ALPR cameras in accordance with Section 2-802 of the San Fernando Municipal Code (SFMC). In compliance with SFMC Section 2-802, through Insight/OMNIA Partners, the City will receive the same product/service at the same or better pricing.

BUDGET IMPACT:

The total cost of the installation and three-year subscription for 37 ALPR devices is \$340,050 (\$118,050 for Year 1 of the contract, and \$111,000 for Years 2 and 3). The full cost will be paid with BSCC ORT grant funds. At the end of the three-year grant period, the City has the option to continue its current subscription to Flock Safety ALPR services, enhance the ALPR system with other cameras or live cameras, or end the subscription and return all of the devices to Flock Safety at no cost.

CONCLUSION:

It is recommended that the City Council approve a Master Services Agreement to Flock Safety for the installation, subscription, and maintenance of 37 ALPR devices.

ATTACHMENTS:

- A. Contract No. 2213 - Flock Safety Master Services Agreement
- B. Proposed locations of ALPR Cameras
- C. Contract No. 2201 – Board of State and Community Corrections Standard Agreement
- D. Flock Safety About Automatic License Plate Readers
- E. Senate Bill 34
- F. SFPD Policy 427 - Automated License Plate Readers (ALPRs)

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the City of San Fernando, a municipal corporation located in the State of California, as identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 05 day of June 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). The Order Form, the related fees and billing schedules, and the period for performance, is attached hereto as **Exhibit “A”** (hereinafter the “**Order Form**”). Insurance requirements are set forth in **Exhibit “B”** as attached and incorporated hereto. The Insight Public Sector Order Form, as issued by Customer and reflected by Quotation No. 02268207033 (hereinafter “**Insight Quotation**”) is attached and incorporated hereto as **Exhibit “C”**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”); and

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search for and archive Footage and receive Notifications, via the Flock Services; and

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading, and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (*“Permitted Purpose”*); and

WHEREAS, Section 2-802 of the San Fernando Municipal Code (Cooperative piggyback and multiple awarded bid purchasing with other agencies) authorizes Customer to award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of Customer 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, under a master cooperative agreement between Cobb County, Georgia, and Insight Public Sector, made through OMNIA Partners, a national public sector cooperative purchasing clearinghouse, under OMNIA Partners Contract Reference No. 23-6692-03 (the “Master Cooperative Agreement Documents”), Flock and Customer have agreed to the terms and conditions of the Order Form (attached as **Exhibit “A”**), which, as expressly stated therein, is subject to this Agreement. (The Master Cooperative Agreement Documents may be located on the OMNIA partners website at <https://www.omniapartners.com/suppliers/insight-public-sector/public-sector/contract-documents#contract-1846>.); and

WHEREAS, as part of the cooperative agreement as described above, Customer issued the Order Form to Insight Public Sector as reflected by Quotation No. 02268207033, attached and incorporated hereto as **Exhibit “C”**; and

WHEREAS, the execution of this Agreement between Flock and Customer was approved by the City Council of the City of San Fernando, in accordance with Section 2-802 of its Municipal Code, at its Regular Meeting of _____, 2024, under Agenda Item No. _____.

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, or to maintain or enhance the competitive strength of, or market for, Flock’s products or services, such as to a platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time

to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) for scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) there is any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate the presence of hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event the presence of any such hazardous materials is discovered in

the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited,

non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not

limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to the Receiving Party without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing Flock IP for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right

appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. Flock shall use good faith in making such disclosures and in reasonably notifying Customer of its intent to access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form, attached hereto as Exhibit A, based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in the requirements set forth in the document attached hereto as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, as that term is defined under this

Agreement, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable, or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation, or similar transaction.

11.4 Entire Agreement. This Agreement, together with the **Order Form** (*see Exhibit "A"*), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits, are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. This Agreement also includes and incorporates documents relating to the master cooperative agreement between Cobb County, Georgia, and Insight Public Sector, made through OMNIA Partners, a national public sector cooperative purchasing clearinghouse, under OMNIA Partners Contract Reference No. 23-6692-03 (the "Master Cooperative Agreement Documents"). The **Order Form** (attached as **Exhibit "A"**), and the Insight Quotation (attached as **Exhibit "C"**) are expressly subject to this Agreement. (The Master Cooperative Agreement Documents may be located on the OMNIA partners website at <https://www.omniapartners.com/suppliers/insight-public-sector/public-sector/contract-documents#contract-1846>; and at <https://www.omniapartners.com/suppliers/insight-public-sector/public-sector/contract-documents>). None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually

agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right, with reasonable notice to Customer, to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial

computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Public Disrepute. In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the date of mutual execution set forth below.

FLOCK GROUP, INC.

CUSTOMER: City of San Fernando CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



EXHIBIT A ORDER FORM

Customer: CA – City of San Fernando
 Legal Entity Name: CA – City of San Fernando
 Accounts Payable Email: irosenberg@sfcity.org
 Address: 910 1st St San Fernando, California 91340

Initial Term: 36 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$111,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	37	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	34	\$5,100.00
Subtotal Year 1:			\$118,050.00
Annual Recurring Subtotal:			\$111,000.00
Estimated Tax:			\$0.00
Contract Total:			\$340,050.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$118,050.00
Annual Recurring after Year 1	\$111,000.00
Contract Total	\$340,050.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: City of San Fernando CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Cobb County
Contract # 23-6692-03
for
Technology Product Solutions and Related Services
with
Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

- I. Executed Master Agreement
- II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Scaled Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

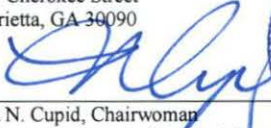
{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

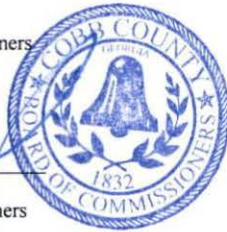


Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090


Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

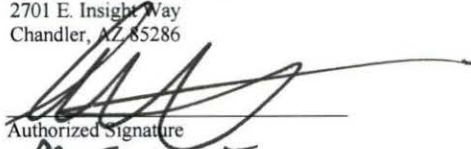
5/5/23
Date



APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286


Authorized Signature

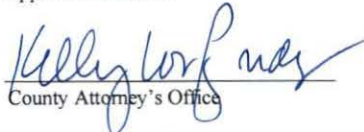
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form


County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization.

The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.

An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a \$9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.



Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com

Federal Tax ID#: 36-3949000

www.ips.insight.com

- b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

- c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc.'s parent company) has over 12,000 employees globally and earned over \$9.4 Billion in revenue in 2021.

- d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

- e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

- f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

- g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

- h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

- a. *Scope of services/contract description.*
- b. *Dollar value of contract.*
- c. *Assigned project personnel.*
- d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

- a. Scope: All products and services
- b. Dollar value: \$300M annually (includes revenue from all piggybacks)
- c. Project personnel: Multiple Insight sales teammates
- d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

- a. Scope: All products and services
- b. Dollar value: \$45M annually
- c. Project personnel: Multiple Insight sales teammates
- d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

- a. Scope: Software and related services
- b. Dollar value: \$35M annually
- c. Project personnel: Multiple Insight sales teammates
- d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

- a. Scope: Software and related services
- b. Dollar value: \$24M annually
- c. Project personnel: Multiple Insight sales teammates
- d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

- a. Scope: Software and related services
- b. Dollar value: \$9M annually
- c. Project personnel: Multiple Insight sales teammates
- d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

- a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:



Flexible service levels from 24/7 to next day



On-site, advanced exchange, and depot



Warranty management



End-of-life support for legacy products



Remote diagnostics, monitoring, and call home feature

- b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

- a. Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable)
 - Manufacturer part #
 - Supplier's Part # (if different from manufacturer part #)
 - Description
 - Manufacturer's Suggested List Price and Net Price
 - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	Description	Discount %
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	Discount off MSRP
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non-Incumbent	All
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	Cost Plus Percentage
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

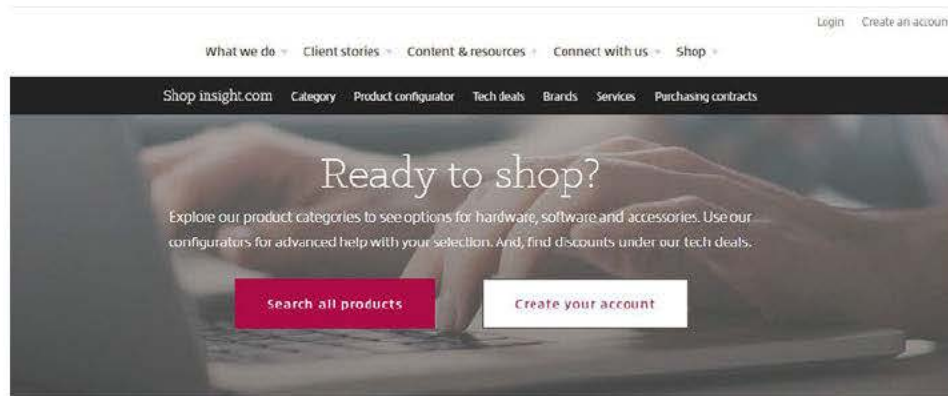
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

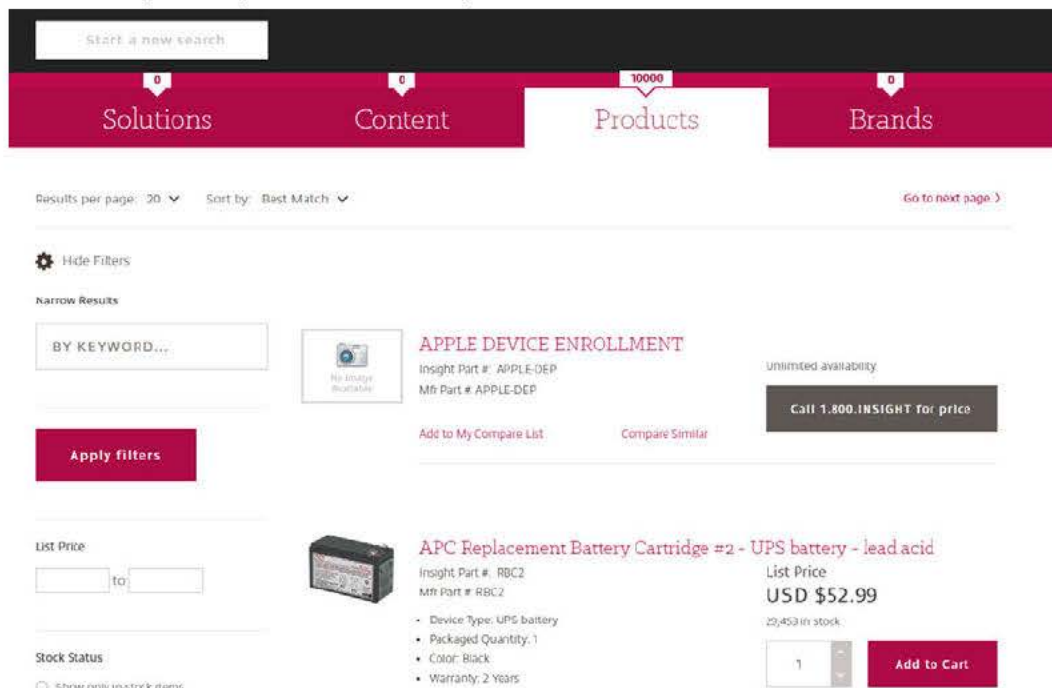
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".




- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.

What we do ▾ Client stories ▾ Content & resources ▾ Connect with us ▾ Shop ▾

Back to Results | Home / Shop / APC-Replacement-Battery-Cartridge-2-UPS-battery-lead-acid



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr. # RBC2 UNSPSC: 43170000

★★★★☆ 4.4 / 5 (114 Customer reviews)

List Price
USD \$52.99

Stock
29,453 in stock

Battery: 1
Miscellaneous: RoHS, REACH
Manufacturer Warranty: Limited warranty - 2 years
Environmental Parameters: 32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CHN, CP27U13AZ3-F

1 Add to Cart

Need Help Ordering?
Call 1.800.INSIGHT

Protect your purchase

The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid



Insight # RBC2 Mfr. # RBC2 UNSPSC: 43170000

★★★★☆ 4.4 / 5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD \$49.13

● Stock
29,792 in stock

Battery: 1
Miscellaneous: RoHS, REACH
Manufacturer Warranty: Limited warranty - 2 years
Environmental Parameters: 32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CHN, CP27U13A23-F

1

Add to Cart

Need Help Ordering?
Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
 - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
 - Examples include per cable drop, per user, per device, and per engagement.
- Time & Material Rates
 - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value across the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehensive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	\$55.00	10%	\$49.50
Service Desk Representative	\$60.50	10%	\$54.45
Services Technician – Cabling	\$60.50	10%	\$54.45
Deployment Coordinator	\$66.00	10%	\$59.40
Services Operations Specialist	\$66.00	10%	\$59.40
Services Technician Sr. – Cabling	\$66.00	10%	\$59.40
Service Desk Representative Sr.	\$77.00	10%	\$69.30

Systems Administrator	\$88.00	10%	\$79.20
Associate Consultant I	\$104.50	10%	\$94.05
Ops Business Analyst 2	\$104.50	10%	\$94.05
Supervisor Services	\$104.50	10%	\$94.05
Deployment Manager	\$110.00	10%	\$99.00
Billing Associate	\$115.50	10%	\$103.95
Infrastructure Technician II	\$115.50	10%	\$103.95
Project Coordinator	\$115.50	10%	\$103.95
Project Coordinator Sr.	\$121.00	10%	\$108.90
Business Analyst I	\$132.00	10%	\$118.80
Sr. Supervisor Services	\$137.50	10%	\$123.75
Infrastructure Technician Sr.	\$143.00	10%	\$128.70
Service Delivery Manager	\$143.00	10%	\$128.70
Associate Engineer	\$154.00	10%	\$138.60
Transition Manager	\$159.50	10%	\$143.55
Busines Analyst II	\$165.00	10%	\$148.50
Cabling Project Manager	\$170.50	10%	\$153.45
Associate Consultant II	\$176.00	10%	\$158.40
Consultant I	\$187.00	10%	\$168.30
Services Technician	\$187.00	10%	\$168.30
Services Technician Sr.	\$187.00	10%	\$168.30
Sr. Cabling Project Manager	\$203.50	10%	\$168.30
Client Services Manager I	\$220.00	10%	\$183.15
Consultant II	\$220.00	10%	\$198.00
Consultant	\$225.50	10%	\$198.00
Business Analyst Sr.	\$231.00	10%	\$202.95

Project Manager	\$236.50	10%	\$207.90
Consultant Sr.	\$253.00	10%	\$212.85
Engineer	\$253.00	10%	\$227.70
Project Manager Sr.	\$269.50	10%	\$227.70
Transition Manager Sr.	\$269.50	10%	\$242.55
Manager Programs	\$275.00	10%	\$247.50
Sr. Consultant	\$275.00	10%	\$247.50
Client Services Manager II	\$286.00	10%	\$257.40
Manager Services	\$291.50	10%	\$262.35
Engineer Sr.	\$297.00	10%	\$267.30
Delivery Engineer II	\$302.50	10%	\$272.25
Managing Consultant	\$302.50	10%	\$272.25
Architect I	\$330.00	10%	\$297.00
Sr. Managing Consultant	\$335.50	10%	\$301.95
Delivery Engineer III	\$341.00	10%	\$306.90
Principal Consultant	\$363.00	10%	\$326.70
Architect II	\$390.50	10%	\$351.45
Solutions Architect	\$401.50	10%	\$361.35
Sr. Principal Consultant	\$423.50	10%	\$381.15
Architect Sr.	\$451.00	10%	\$405.90
Sr. Manager Services	\$605.00	10%	\$544.50
Specialty	\$660.00	10%	\$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

- b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

- c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease (\$1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

- a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

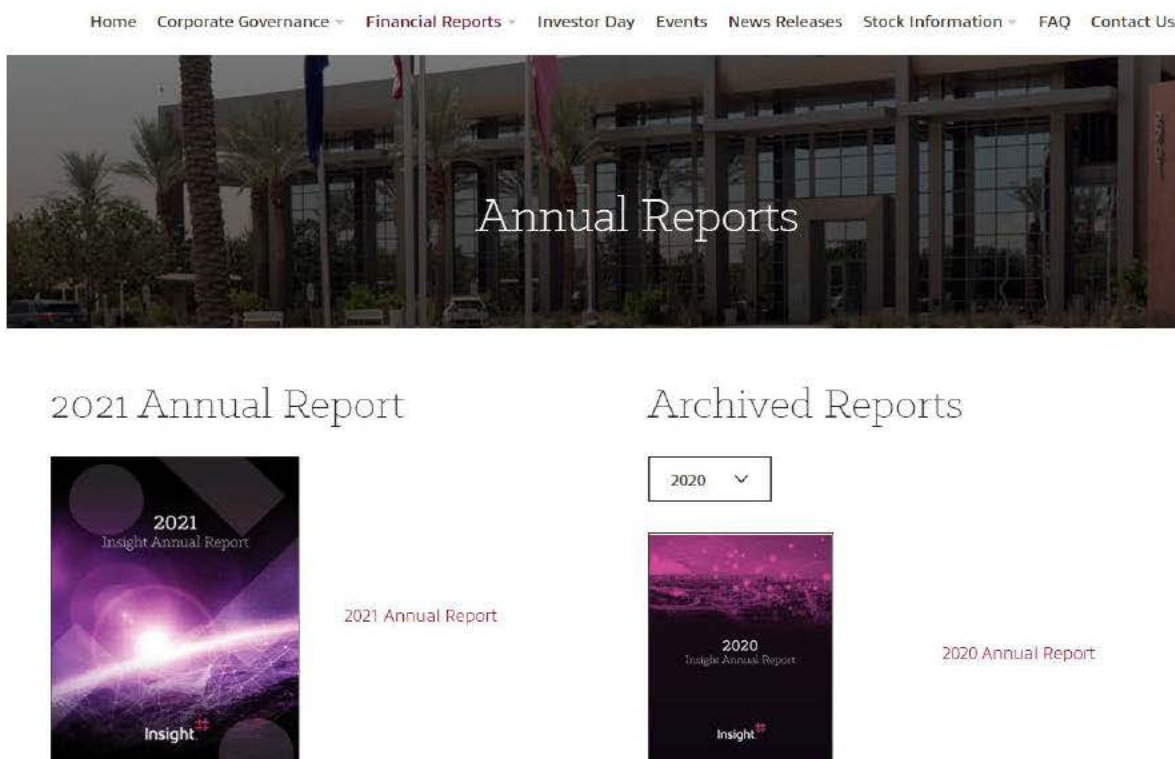
The combined Insight companies and their subsidiaries represent a \$9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

<https://investor.insight.com/financial-reports/annual-reports/default.aspx>

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. Financial Statements and Supplementary Data

	<u>Page</u>
Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
Consolidated Statements of Comprehensive Income – For each of the years in the three-year period ended December 31, 2021	54
Consolidated Statements of Stockholders' Equity – For each of the years in the three-year period ended December 31, 2021	55
Consolidated Statements of Cash Flows – For each of the years in the three-year period ended December 31, 2021	56
Notes to Consolidated Financial Statements	57

- b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

- c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

- a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

COMPANY

- A. *Brief history and description of Supplier to include experience providing similar products and services.*

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a \$9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

B. Total number and location of salespersons employed by Supplier.

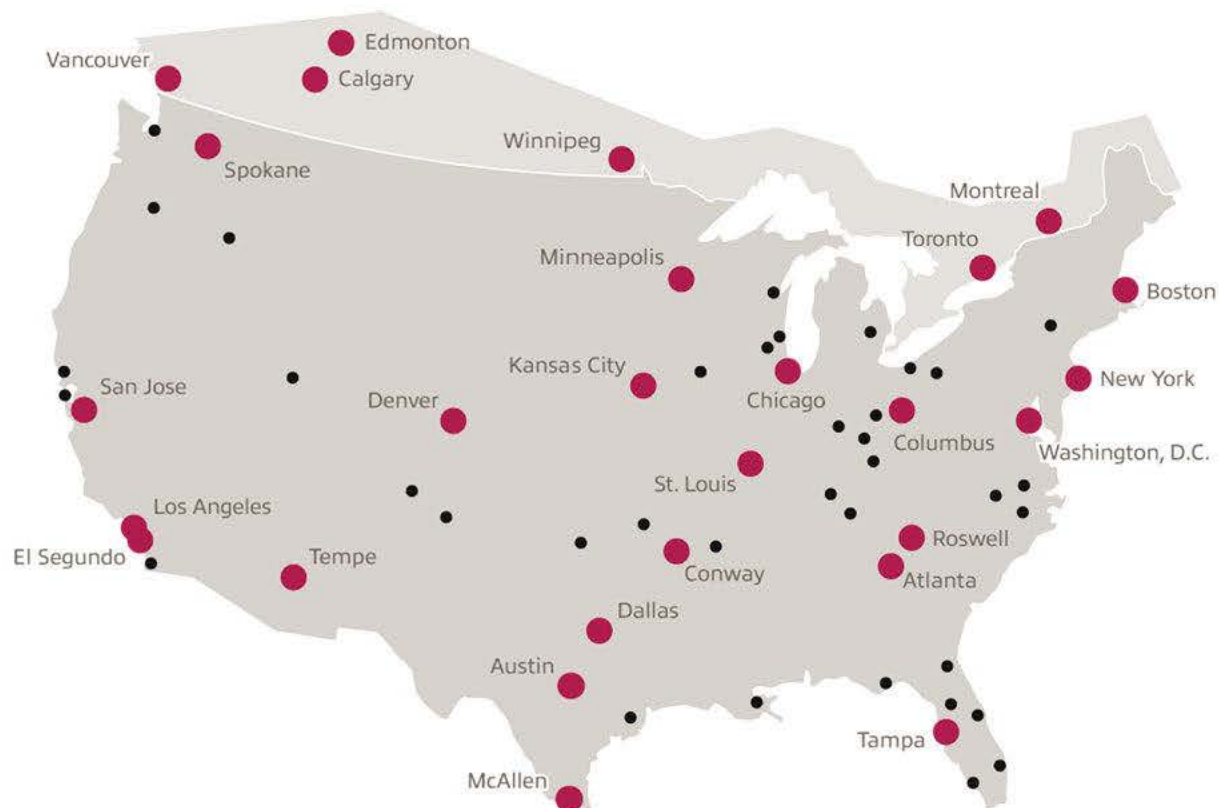
Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	11,624	11,006	11,261	7,420	6,697

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

**Insight Public Sector, Inc.
North America**



C. Number and location of support centers (if applicable) and location of corporate office.

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
<ul style="list-style-type: none"> Hanover Park, IL Warehouse (380,000 ft²) Lewis Center, OH (84,640 ft²) Fontana, CA (4,000 ft²) Worthington, OH (126,000 ft²) Montreal, Quebec (28,000 ft²) 	<ul style="list-style-type: none"> Edmonton, AB (20,500 ft²) Calgary, AB (10,750 ft²) Sheffield, England (55,000 ft²) Ginsheim-Gustavsburg, Germany (21,527 ft²)
Service Desk Locations	
<ul style="list-style-type: none"> Chandler, Arizona Plano, Texas 	<ul style="list-style-type: none"> Lewis Center, Ohio Conway, Arkansas
Insight Hybrid Cloud Data Centers	
<ul style="list-style-type: none"> ATL4 – Roswell, GA (Atlanta) (5,200 ft²) LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage) 	<ul style="list-style-type: none"> CMH1 – New Albany, OH (Columbus) (10,000 ft²)

D. Annual sales for the three previous fiscal years.

Insight Response:

Insight Public Sector, Inc. SLED Sales (in thousands of US Dollars)

	2021	2020	2019
Products	\$1,362,538	\$1,044,098	\$617,021
Services	\$187,232	\$141,190	\$89,351
Total	\$1,549,770	\$1,185,288	\$706,372

Insight Enterprises, Inc. Sales (in thousands of US Dollars)

	2021	2020	2019
Products	\$8,120,127	\$7,172,155	\$6,732,121
Services	\$1,315,986	\$1,168,424	\$999,069
Total	\$9,436,113	\$8,340,579	\$7,731,190

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

- F. *Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.*

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

- G. *Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response.*

- *Minority Women Business Enterprise*

Insight Response: No

- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*

Insight Response: No

- *Historically Underutilized Business (HUB)*

Insight Response: No

- *Historically Underutilized Business Zone Enterprise (HUBZone)*

Insight Response: No

- *Other recognized diversity certificate holder*

Insight Response: No

- H. *List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

- I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. Felony Conviction Notice: Indicate if the supplier:

- a. is a publicly held corporation and this reporting requirement is not applicable;*
- b. is not owned or operated by anyone who has been convicted of a felony; or*
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier.

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

- A. *Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Insight Response:

Insight maintains a primary inventory of \$70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional \$2 to \$3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

- C. *Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

- D. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

E. *Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Insight Response:

Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of \$70-\$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.



Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft²
- Worthington, OH: 126,000 ft²
- Fontana, CA: 4,000 ft²
- Edmonton, AB: 20,500 ft²
- Calgary, AB: 10,750 ft²

These facilities allow for a combined 594,000+ ft² across North America.

MARKETING AND SALES

- A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to.*
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
 - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: <ul style="list-style-type: none">Executive senior leadership at OMNIA PartnersExecutive senior leadership at InsightInsight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to.

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days.*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

- v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

- vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.*

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

- vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).*

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshow, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

C. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- | | |
|---------------------------------|---|
| • NASPO ValuePoint Software VAR | • NASPO ValuePoint Cloud Solutions |
| • Equalis Group | • Sourcewell (Cisco & Microsoft Unified Communications Solutions) |

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

G. *Provide the name, title, e-mail and phone number for the person(s) who will be responsible for:*

- i. *Executive Support*
- ii. *Marketing*
- iii. *Sales*
- iv. *Sales Support*
- v. *Financial Reporting*
- vi. *Accounts Payable*
- vii. *Contracts*

Insight Response:

Insight's OMNIA team is as follows:

- i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129
- ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427
- iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071
- iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283
- v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068
- vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068
- vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

- H. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A.**

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

- I. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than \$500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

- I. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.*

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

- J. *State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled \$1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration (\$46,164,000)
- Washington Consolidated Technology Services (\$30,331,000)
- Colorado Governor's Office of Information Technology (\$25,959,000)
- Texas Health and Human Services Commission (\$21,953,000)
- Mesa Unified School District (\$21,089,000)
- New Jersey Judiciary Court System (\$19,286,000)
- Miami-Dade County (\$18,892,000)
- Kentucky Commonwealth Office of Technology (\$17,671,000)
- Iowa Office of Chief Information Officer (\$17,330,000)
- New Jersey Office of Information Technology (\$15,012,000)

- K. *Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)

ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B	10	10	19-JAN-2021
See below Delivery 0820737617				
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H	27	27	19-JAN-2021
See below Delivery 0820737617				
Serial #: 9DYXD73, 9FOX73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73				

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our \$70-\$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

- L. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Insight Response:

\$150,000,000.00 in year one

\$175,000,000.00 in year two

\$200,000,000.00 in year three

- M. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*
- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
 - If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
 - Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

- iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternative or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

- b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
 - Sample Insight Statement of Work (SOW) template
 - Sample Amazon Web Services Order Form Agreement
 - Sample Google Cloud Platform Order Form Agreement
 - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
 - Statement of Ownership Disclosure
 - Non-Collusion Affidavit
 - Affirmative Action Affidavit
 - Political Contribution Disclosure Form
 - Stockholder Disclosure Certification
 - Certification on Non-Involvement in Prohibited Activities in Iran
 - New Jersey Business Registration Certificate
 - EEOAA Evidence with Certificate of Employee Information Report
 - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

CONTRACT NO. 2213

**Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners****Executive
Team****Scott Friedlander**
*Senior Vice President,
Public Sector***Sales and
Business
Development
Team****Kevin Hallihan**
*Field Sales Market Leader –
East/Central*Field Sales
Executives &
Managers**Brian Louderback**
*Field Sales Market Leader –
West/TOLA*Field Sales
Executives &
Managers**Ken Richter**
*Inside Sales Market Leader*Inside Sales
Executives &
Managers**Clayton Boras**
*Sales Market Leader –
Higher Education*Field & Inside Sales
Executives &
Managers**Erica Falchetti**
*Sr. SLED Market Leader –
Capture & Business
Development*BDMs &
Capture Managers**Services,
Support &
Marketing
Teams****Tone Tuskan**
*Client Operations Manager*Client Operations
Teammates &
Managers**Peter Gleek**
*Sr. Services Manager*Services BDMs &
Solutions
Architects**Vanessa Deppisch**
*Software Sales Market
Leader*Software Account
Executives**Kathy Kramer**
*Marketing Manager*Marketing
Specialists**Contract
Compliance
Team****Paul Geils**
*Sr. Manager – SLED
Compliance***Brittany Dunaway**
SLED Compliance
Manager**Danayet
Gebremedhin**
SLED Compliance
Manager**Amy Tschopp**
SLED Compliance
Manager



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work
("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address: 13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
<input type="checkbox"/> Mail Invoice – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	<input type="checkbox"/> Client issues system-generated POs or internal reference numbers for service engagements. Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR <input type="checkbox"/> Email invoice – Invoice copy will be sent electronically via email to:	OR <input type="checkbox"/> Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

- a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.
- b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
 - a. Stakeholder Engagement, including but not limited to:
 - i Stakeholder analysis, use case development, and/or persona/user segmentation activities
 - ii Stakeholder engagement plan including scheduling of any activities
 - b. Communications, including but not limited to:
 - i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
 - ii Execution/creation of any content outlined in the communications plan
 - iii Communications T-minus schedule
 - c. Training, including but not limited to:
 - i Training plan and schedule
 - ii Training content planning, creation and/or execution
 - d. Adoption, including but not limited to:
 - i Creation or execution of a governance plan
 - ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately week(s).

4. Pricing and Payments

4.1. Summary of Pricing

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. Fixed Fee

Client shall pay Insight the fixed fee of \$ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client [will] reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[\$#.##]
[Project Description/Milestone Phase]	[\$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. Time and Materials

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	\$ [\$#.##]	\$ 0.00
[Resource]	[#]	\$ [\$#.##]	\$ 0.00
[Resource]	[#]	\$ [\$#.##]	\$ 0.00
Total Estimated Amounts	0		\$ 0.00

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR \$12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR \$2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
 - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
 - Track the following decisions and deliverables as part of the project plan:
 - Plans for stakeholder engagement, communications, content planning, training, and adoption
 - T-minus schedules for stakeholder engagement, communications, and training
 - Technical dependencies related to OCM activities
 - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversight and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. Project Contacts

Contact Name	Contact Email
Client Sponsor - [update]	« [update] »
Client Technical Lead – [update]	« [update] »
Client Executive - [update]	« [update] »
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
 - [Bullet 2]
 - [Bullet 3]
 - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
 - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
 - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
 - a. Electrical or cabling services
 - b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

6.4. Offering-Specific Client Responsibilities

1. [Enter offering-specific responsibilities here]

6.5. Offering-Specific Assumptions

1. [Enter offering-specific assumptions here]

DRAFT



Amazon Web Services Order Form Agreement

Client Name:	_____	Client Acct. #	_____
Address	_____	Client Contact Name:	_____
City, State, Zip	_____	Account Executive:	_____
State/Fed Contract:	_____	Request Date	Click or tap to enter a date. _____

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

- 1.1. **"Acceptable Use Policy"** means the policy currently available at: <http://aws.amazon.com/aup> as may updated from time to time.
- 1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.
- 1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at <http://aws.amazon.com>.
- 1.4. **"Services"** means each of the AWS web services made available by AWS.
- 1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.
- 1.6. **"Service Terms"** means the rights and restrictions for particular Services located at <http://aws.amazon.com/service/terms> as may be updated from time to time.
- 1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

- 2.1. **Generally.** You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service



Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

- 2.2. **Your Account.** Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.
- 2.3. **Third Party Content.** Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. Security and Data Privacy

- 3.1. **Your Content.** You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.
- 3.2. **Other Security and Backup.** You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

- 4.1. **Fees:** The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a percent (%) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: [AWS AUTHORIZED SERVICES LIST](#), in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.
- 4.2. **Invoicing/Payment:** Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.
- 4.3. **Cloud Service Credits/SLAs:** The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at <https://aws.amazon.com/legal/service-level-agreements/>. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term/Termination

- 5.1. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.
- 5.2. **Termination.** (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.
- 5.3. **Effect of Termination.** (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.



NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: [AWS Public Sector Access Policy](#).

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	 <hr/> <i>Authorized Representative</i>	By:	 <hr/> <i>Authorized Representative</i>
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	



1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCloud

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

- a) **GovCloud Region.** AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)
- b) **GovCloud Region Security Standards.**
 - i) **Information Security Program.** AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

- (1) **Network Security.** The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.
- (2) **Physical Security.**
 - (a) **Physical Access Controls.** Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.
 - (b) **Limited Employee and Contractor Access.** AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.
 - (c) **Physical Security Protections.** All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.
- ii) **Continued Evaluation.** AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
- (1) **Your Responsibilities.** You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data



transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOV CLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOV CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HERewith AND ACCEPT THESE AWS GOV CLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	<div></div> <div>Authorized Representative</div>
Print Name:	
Title:	
Date:	



Google Cloud Platform Order Form Agreement

Customer Name:	_____	Customer Acct. #	_____
Address:	_____	Customer Contact:	_____
State/Fed Contract:	_____	Domain:	_____

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

- 1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at <https://cloud.google.com/terms/aup> as modified from time to time.
- 1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: <https://cloud.google.com/terms/services> as modified from time to time, and made available to End User through Insight as a reseller.
- 1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.
- 1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.
- 1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.
- 1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).
- 1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: <https://cloud.google.com/terms/services> as modified from time to time, and made available to End User through Insight as a reseller.
- 1.8. "Google TOS" means the Google Cloud Platform Terms of Service at <https://cloud.google.com/terms/>.
- 1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.
- 1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.
- 1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.



- 1.12. "Premium Software" means Software which Google has described as "Premium Software" within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.
- 1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.
- 1.14. "Services" means the Google Cloud Platform Services.
- 1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at <https://cloud.google.com/terms/service-terms> as modified from time to time.
- 1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at <https://cloud.google.com/terms/sla/>.
- 1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.
- 1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

- 2.1. **Terms of Sale.** The purchase of the Services will be subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the "Console"). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement ("Conflicting Terms"), the terms of the Agreement ("Prevailing Terms") will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.
- 2.2. **Terms of Service.** The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.
- 2.3. **Your Account.** Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.
- 2.4. **Third Party Content.** Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.



3. Security and Data Privacy

- 3.1. **Your Content.** You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.
- 3.2. **Other Security and Backup.** You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.
- 3.3. **Privacy Policy.** Google Cloud Platform Services are subject to Google's privacy policy located <http://www.google.com/policies/privacy/> as modified from time to time.

4. Fees and Invoicing

- 4.1. **Fees.** If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.
- 4.2. **Invoicing/Payment.** Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.
- 4.3. **Google Cloud Platform Service SLAs.** The Google Cloud Platform Services are more fully described at <https://developers.google.com/cloud/services> and are subject to the service level agreements found at <https://cloud.google.com/terms/sla/>. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

- 5.1. **Agreement Term.** The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.
- 5.2. **Termination for Breach.** Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this



- Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).
- 5.3. **Termination for Inactivity.** Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).
 - 5.4. **Termination for Convenience.** Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.
 - 5.5. **Effect of Termination.** If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

- 6.1. **Liability for Breach/Indemnity.** In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.
- 6.2. **No Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.
- 6.3. **Intellectual Property Rights.** As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.
- 6.4. **Other Restrictions.** Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).



- 6.5. **Google Cloud Platform Terms of Use for Public Sector.** Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.
- 6.6. **Acceptable Use Policy.** Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.
- 6.7. **Service Specific Terms.** Customer will comply with the Service Specific Terms.
- 6.8. **Terms Related to Anthos Products.** If Customer is purchasing Anthos Products, the following terms shall apply:
- 6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;
- 6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center; margin-top: 5px;"><i>Authorized Representative</i></div>
Print Name:	
Title:	
Date:	



1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS**Fees:**

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes



MICROSOFT AZURE ORDER FORM

Client Name:

Client Account No:

Address:

Address:

Client Contact:

Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- ☐ **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.
- ☐ **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.
- ☐ **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.
- ☐ **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice:*

- ☐ **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case, the net terms of that separate agreement will govern

Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:

<https://www.insight.com/microsoft-csp-agreement-for-us-gov-community>

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.

1. The Microsoft Online Services Terms can found at:

<https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at:

<https://www.microsoft.com/licensing/docs/customeragreement>

3. The Microsoft Azure Service Level Agreement can be found at: <https://azure.microsoft.com/en-us/support/legal/sla>

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Email:	
PO Number (Optional):	

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY .COM SOLUTIONS .VANTRONIX /n software, inc. @COMM @XI COMPUTER 02 SOLUTIONS 0XDATA INC 1 BEYOND, INC 1 EDI SOURCE 1 Source Metrology Corp 1 TRIPPLITE 10000ft 101 AUDIO VIDEO INC 1099 EXPRESS.COM 1099 PRO, INC 10by8 10GEN INC 10GTEK TRANSCEIVERS 10TEC COMPANY 10to8 10ZIG TECHNOLOGY/BOSANOVA 123 SYNCHRONIZER 123PROPOSAL AUTOMATION SOFTWARE INC 128 CONSULTING LLC 12GHOSTS INC 16 SOFTWARE 1776 SOFTWARE 17a-4 1-800-BATTERIES/IGO 1E LTD 1PASSWORD 1SPATIAL INC 1STVISION INC 1VISION SOFTWARE 1WORLDSYNC INC 2 TECHNOLOGY PLACE 200 2020 TECHNOLOGIES 203 Trading - Acer Refurbs 203 Trading - Dell Refurbs 203 Trading - HPI Refurbs 203 Trading - Lenovo Refurbs 203 Trading - Microsoft Refurbs 203 Trading - Samsung Refurbs 203 Trading - Viewsonic Refurbs 22 CASES 22 MILES, INC (PENDING) 24U SOFTWARE 2BRIGHTSPARKS PTE LTD 2BrightSparks Pte. Ltd. 2conciliate Business Solutions AB 2D3 LIMITED 2E2	DigiDNA SARL DigiEffects LLC DIGIGRAM DIGIKEY DIGI-KEY CORPORATION DIGILENT DIGILANT DIGIMATION DIGIMIND DIGINEX DIGIPEDE TECHNOLOGIES LLC DIGIPORT DIGIPOS SYSTEMS DIGIPOWER DIGISHUO DIGISIGNER DIGISTORE SOLUTIONS DIGITAL ACCESSORIES CORPORATION DIGITAL ACOUSTICS CORPORATION DIGITAL AIRWARE DIGITAL ANARCHY DIGITAL ANTENNA, INC. DIGITAL ATLANTIC CORP Digital Audio Corp DIGITAL BLUE INC. DIGITAL CANAL DIGITAL CHECK CORP DIGITAL COMBUSTION INC DIGITAL CONCEPT DIGITAL CONFIDENCE LTD DIGITAL CREATION Digital Data Services, Inc. DIGITAL DECK COVERS DIGITAL DETECTIVE GROUP DIGITAL DETECTIVE GROUP LTD DIGITAL DISPLAY SYSTEMS, INC. DIGITAL ELEMENT DIGITAL FILM TOOLS DIGITAL FILMWORKS Digital Fuel SV LLC DIGITAL GUARDIAN INC DIGITAL IMAGE SOLUTIONS SINGAPORE DIGITAL INNOVATIONS DIGITAL INTELLIGENCE INC. DIGITAL JUICE DIGITAL LIFESTYLE OUTFITTERS DIGITAL LOGGERS INC DIGITAL METAPHORS DIGITAL METROLOGY SOLUTIONS DIGITAL NETRIX DIGITAL NETWORKS DIGITAL PERIPHERAL SOLUTIONS, INC. DIGITAL PERSONA DIGITAL PRODUCT	LANGSDOM LANGUAGE ENGINEERING COMPANY LANGUAGE LINE SOLUTIONS LANIER LANNER INC LANPARTE LANSA INC LAN-SECURE NETWORKS LANSHACK Lansweeper LANSYST LTD LANTERIA LLC LANTRONIX LAPCABBY LAPLINK SOFTWARE LAPLINK.COM LAPP TANNHILL LAPTOP CHARGER FACTORY LAPTOP SERVICE CENTER LLC LAPWORKS LARCOM & YOUNG LARS SAMS LARSCOM LARSEN ANTENNAS LARSON SOFTWARE TECHNOLOGY LARSON SOFTWARE TECHNOLOGY 2002 LASALLE TECHNOLOGIES LASCAR ELECTRONICS LASCO LASER RECHARGE LASERFICHE LaserPecker LASERSOFT IMAGING, INC. LASITU LASKO PRODUCTS LASTAR, INC. LASTBIT CORP LASTPASS LASUNEY LATENIGHT SOFTWARE LTD LATERALWORKS Latest Solutions USA LATITUDE GEOGRAPHICS LATITUDE LEARNING LATTICE SEMICONDUCTOR LATTIX INC LAUBLAB KG LAUBRASS INC LAUDONTECH SOLUTIONS INC LAUNCH 3 VENTURES LLC COMPANY LAUNCHDARKLY LAUNSBY CONSULTING Laurel Bridge Software, Inc. Lauren Innovations	SAALFELD Saba Software SABERLOGIC INC SABRENT SACHLTER SACRAMENTO COMPUTER POWER INC SADA SYSTEMS INC SAE SAFARI BOOKS ONLINE LLC SAFCO SAFE HARBOR COMPUTERS SAFE SECURITIES INC SAFE SOFTWARE SAFE TREK INC SAFE TYPE, INC SAFECONSOLE SAFECORE, INC. SAFEGUARD SAFEND SAFENET, INC. Safepass.me SAFER NETWORKING LTD Safe-T Data SAFETY INNOVATIONS SAFETY INSPECTION SOLUTIONS LLC SAFETY SOFTWARES SAFETY TECHNOLOGY INTERNATIONAL SAFETY TECHNOLOGY INTERNATIONAL INC Safety Videos SAFEWARE THE INSURANCE AGENCY INC Safran Software Solutions AS Saft SAGAXSOFT SAGE GROUP SAGE PUBLICATIONS SAGE SOFTWARE SAGEKEY SOFTWARE SAGELAMP SOLUTIONS INC SageMath SAGEM-INTERSTAR SAGER NOTEBOOK COMPUTER SAGITTA HPC SAHARA CASES LLC SAICOO SAILPOINT TECHNOLOGIES SainSmart SAINT CORPORATION SAISON INFORMATION SYSTEMS CO.,LTD SAITECH IT PRIVATE LIMITED SAITEK INDUSTRIES SAKAR SAKETA SAL JOHNSON & ASSOCIATES INC SALAMANDER DESIGNS LTD
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Manufacturers, Publishers and Suppliers

2FA, INC.	Digital Projection, Inc.	LAUTERBACH INC	SALARY.COM
2FLYER	DIGITAL PROTOTYPE SYSTEMS INC	LAVA COMPUTER MANUFACTURING	SALEAE LLC.
2N USA LLC	DIGITAL RAPIDS CORPORATION	LAVALIER	SALES BEACON
2ND QUADRANT INC	Digital Reasoning	LAVASOFT	SALESEGE LLC
2POINT	DIGITAL RIVER	LAVASTORM ANALYTICS INC	SALESFORCE
2Ring	Digital Science & Research	LAVIEW EAGLE EYE TECHNOLOGY	SALFORD SYSTEMS
2-SEC LTD	DIGITAL SECURITY CONTROLS	LAVKOW	SALIENT PROCESS INC
2X SOFTWARE LLC	Digital Shadows Inc	LAW ENFORCEMENT SUPPLY	SALIENT STILLS INC
2X SOFTWARE LTD	Digital Signature Software	LAWVU LIMITED	SALT
3 LEGGED THING	DIGITAL SPECTRUM SOLUTIONS, INC.	LAYER 2 GMBH	SALTED SERVICES
3000AD SYSTEMS PTY LTD	DIGITAL SPEECH SYSTEMS	LAYERED SOLUTIONS	SALTER BRECKNELL
321DONE	DIGITAL STORAGE	Layout Editor	SALTSTACK HEADQUARTERS
352 INC	Digital Storm	LAYOUT LIMITED	SALTY BRINE SOFTWARE
360WORKS	DIGITAL SURF	LAYTON TECHNOLOGY	SAM R REDDY DBA EVAP CONSULTING INC
37 SIGNALS LLC	DIGITAL TIGERS	LAZA WIRELESS LLC	SAMANAGE USA INC
3AM SYSTEMS LTD	Digital Transforms	LBM SYSTEMS	SAMDESK
3C CAD INC	DIGITAL TRANSITIONS	LC TECHNOLOGY INTERNATIONAL	SAMETOP
3COM	DIGITAL WATCHDOG	L-COM, INC.	SAMLEX AMERICA, INC.
3CORE SOFTWARE	Digital Workplace Forum Group	LCPtracker	SAMPLE MAGIC LTD
3CX	DIGITAL.AI SOFTWARE, INC.	LD PRODUCTS	SAMPO
3D CONTROL SYSTEMS INC	DIGITALINX	LDAP SERVICES *USE LDAPSOFT	SAMS PUBLISHING
3D IO GMBH	DIGITALINK	LDAPSOFT	SAMSARA NETWORKS
3D ISSUE	DIGITALML USA INC	LDAPSOFT CORPORATION	SAMSILL CORPORATION
3D LASER ADVANTAGE INC	DIGITALOFFICEPRO INC	LDRA SOFTWARE TECHNOLOGY	SAMSON TECHNOLOGIES CORP.
3D NATURE LLC	DIGITALSTORAGE	LE CROZZ	SAMSONITE
3D RAPID PRINTS	DIGITALVOLCANO SOFTWARE LTD	LEA Professional	SAMSUNG
3D SYSTEMS, INC.	DIGITALVOLCANO SOFTWARE LTD.	LEAD TECHNOLOGIES INC	SAMSUNG ELEC
3D To All	Digite Inc.	LEADER TECHNOLOGY	SAMSYS TECHNOLOGIES
3D3 SOLUTIONS LTD.	DIGITECH SYSTEMS	LEADERSHIP INFUSION LLC	SAMYS CAMERA INC
3DBear Inc	DIGITEK COMPUTER PRODUCTS	LEADING MARKET TECHNOLOGIES INC	SAN DIEGO CAD CAM
3DCADCO INC	DIGITIZE DESIGNS LLC	LEADS ONLINE LLC	SAN JAMAR
3D-COAT	DIGITIZEIT	LEADTEK	SANA SECURITY
3DCONNEXION	DIGITTRADE GMBH	LEADTHEM CONSULTING , LLC	SANBOLIC INC
3DI INC	Digitus Biometrics, Inc.	LEAN ENTERPRISE SOFTWARE SOLUTIONS	SANDBOXIE
3D-KSTUDIO.COM	DIGITZONE	LEAN SOFTWARE LTD	SANDERSON FORENSICS LTD
3DLABS	DIGIUM	LEANIX INC	SANDHILL CONSULTANTS USA LTD
3DQUAKERS.com	DIGSELL	LEANKIT INC	SANDISK
3DStudio.nl	DIGSILENT GMBH	LEAP MOTION, INC.	SANDSTORM
3D-TOOL	DILIGENT CORPORATION	LEAPFROGBI	SANDUSKY CABINETS
3DVISTA ESPANA SL	DIMASTR	LEAPWORK	SANDY KNOLL SOFTWARE
3EYE TECHNOLOGIES	DIMENSION 5	LEARN IT INC	SANDY LISA
3I'S INC	DIMENSIONAL SOLUTIONS INC	LEARNING A-Z LLC	SANFACE SOFTWARE
3M COMPANY	DIMPLE SOFTWARE	LEARNING COMPANY	SANFORD
3M TOUCH SYSTEMS	Dinamenta	LEARNING SEED	SANGEAN
3P Learning Inc.	DINAMO GMBH	Learning Tree International	SANGOMA
3PAR	DINCLOUD	LEARNINGWARE, INC	SANHO
3RP	DINKUMWARE	LEARNITURE FURNITURE	SANITECH
3SL	DINO SOFTWARE	LEARNKEY	SANKEN MICROPHONE CO. LTD.
3T SOFTWARE LABS GmbH	DINOLITE	LEARNPORT INC.	SANMAR CORP
3WARE	DINSPACE	LEARNPULSE SAS	SANMINA CORPORATION
3XLOGIC	DI-O-MATIC	LEARNQUEST	SANNET SOLUCIONES LLC
4 DEGREES	DIPL-ING. MARTIN AIGNESBERGER	LEASE ACCELERATOR INC	SANOXY
42GEARS MOBILITY SYSTEMS	DIRAD TECHNOLOGIES INC	LEASEQUERY LLC	SANRAD, INC.
45 DRIVES MANUFACTURING	DIRECT BUSINESS TECHNOLOGIES LLC	LEATHERMAN TOOL GROUP INC	SANS DIGITAL

Manufacturers, Publishers and Suppliers

4BITS	DIRECT TECHNOLOGY GROUP	LECTRA	SANSPOT
4CABLING.COM.AU	DIRECTIONS ON MICROSOFT	LECTROFAN	SANSUI
4CLICKS SOLUTIONS, LLC	DIRECTORY SOLUTIONS GROUP	LECTROSONICS INC.	SANSUN
4D PAYMENTS INC	DIRECTORY WIZARDS	LEDABOUR INC	SANTA FE GROUP
4D Systems	DIRECTV, LLC	LEDCO	SANTESOFT
4D TECHNOLOGIES	DISC MAKERS	LEDETECH	SANUS SYSTEMS
4D, INC	DISC SOFT	LEDNICEKER	SANYO
4IMPRINT INC	DISCMASTERS	LEDTRONICS	SAP AMERICA, INC.
4M	DISCOURSE ANALYTICS	LEDwholesalers	SAPIEN TECHNOLOGIES
4N6 FANATICS.COM LLC	Discover Headsets	LEE FILTERS	SAPIENCE ANALYTICS
4N6XPRT	DISCOVER TECHNOLOGIES	LEE HARTMAN & SONS, INC.	SapiensIT Consulting GmbH
4TEAM	DISCREETFX	LEET CYBER SECURITY	SAPIENT CORP
4TOPS	DISCUS SOFTWARE COMPANY	LEEUUE	SAPPHIRE
4URPC	DISKINTERNALS RESEARCH	LEFTA SYSTEMS	SAPRO SYSTEMS
4WHAT INTERACTIVE	DISKOLOGY	LEFTHAND NETWORKS	Saramonic
4WinKey.	DISPATCHING SOLUTIONS INC	LEGALSUITE	SARATECH
4XEM CORP.	DISPLAY IMPORTER	LEGATO SYSTEM	SARITASA LLC
5000FISH INC	DISPLAY WERKS	LEGRAND	SARTORIUS STEDIM DATA ANALYTICS AB
508 SOFTWARE LLC	DISPLAYMATE TECHNOLOGIES	LEICA GEOSYSTEMS	SAS
51 DEGREES.MOBI LTD	DISPLAYPORT SOURCE	LEICA-GEOSYSTEMS	SAS INSTITUTE
52 Stairs Studio Inc	DISPLAYS2GO	LEIDOS INC	SASE SHAM INC
5G AUTOMATIKA	DISPLAYTEN	LEIHONG	SASSAFRAS SOFTWARE INC
5NINE SOFTWARE INC	Dissertation Editor	LEIMBERG & ASSOCIATES	SATECHI
5S SUPPLY	DISTAT	LEIMBERG & LECLAIR, INC.	SATELLITEFORMS
5SPICE	DISTI	LEITCH	SATINIOR
5TOUCH SOLUTIONS INC	DISTINCT	LEITNER	SATMAXIMUM
5X TECHNOLOGY LLC	DISTINCTIVE VOICE AND DATA	LEM SOLUTIONS	SATOAMERICA
6 WUNDERKINDER GMBH	DISTINOW	LEMKESOFT	SATORI SOFTWARE
65BIT SOFTWARE LIMITED	DISTRIBUTION MANAGEMENT CORP	LEMON MOJO	SAUCE LABS
74MPH SOLUTIONS	DISTRIBUTIVE MANAGEMENT LLC	LeMotech	SAUNDERS GROUP INC
7EDIT	DISTRIBUTORX INC	Lenel	SAUNDERS MANUFACTURING
7PACE	DITEK	LENEXPO	SAUTINSOFT
7Signal	DIVELEMENTS LTD	LENKENG TECHNOLOGY	SAVAGE UNIVERSAL
84 CODES AB	DIVERSE COMPUTING INC	LENMAR	SAVANCE LLC
8E6 TECHNOLOGIES	DiverseNet	LENOVO	SAVANT PROTECTION INC
8TH WALL, INC.	DIVERSIFIED COMPUTER SYSTEMS, INC.	LENOVO X86	SAVARI INC
8X8 INC.	Diversified Labeling Solutions	LENOX SOFTWARES INC	SAVIGENT SOFTWARE INC
90 METER INC	DIVERSIFIED MATERIAL SPECIALIST INC	Lenses.io Ltd	SAVIN
911inform	DIVERSIFIED SERVICES NETWORK INC	LENTE DESIGNS	SAVISION
919LABS	DIVERSITRACK	LENTION	SAVOX COMMUNICATIONS INC
986 LABS INC	Diversity IT LLC	LEOCH BATTERY CORPORATION	Savvius Inc
9LINE SOFTWARE LLC	Diversity Resources	LEONARDO	SAVVY LEARNING SYSTEMS
9RAYS.NET	DIVEX TURISMO SL	LEORA SOFTWARE COMPANY	SAWMILL
A B SCIEX	DIVI SPACE	LEOSTREAM CORPORATION	SAWTOOTH SOFTWARE INC
A BETTER SOLUTION INC	DIVISION M	LEPA TECHNOLOGY CORP	SAXONICA
A Cloud Guru	DIVLOCSOFT	LEPEI - XOOL	SAXONY
A TO B SOLUTIONS	DIVXNETWORKS	LEPIDE SOFTWARE PVT LTD.	SAYHIRED
AIK RESEARCH LABS	DIYATECH	LEPY	SB2 SOFTWARE / MATRIZ SB2
A&B	DIYIFE	LETOUR	SBE
A&B SOFTWARE LLC	DIYMALLS	LET'S THINK WIRELESS, LLC	SBE VISION INC
A&H SOFTWARE HOUSE	DJ TECHTOOLS	LETSIGNIT CORP	SBOWER INC
A&I SOLUTIONS INC	DJI	LETTER OPENER GMBH	SC ACID MEDIA SRL
A.I. SOLUTIONS INC	DJMIXERSOFT	LEVEL 3 AUDIO VISUAL LLC	SC JOHNSON PROFESSIONAL
A.V. SIMULATION SAS	DLI.TOOLS	LEVEL 3 COMMUNICATIONS	SC PIXELMACHINE SRL

Manufacturers, Publishers and Suppliers

ÅExtreme Broadband Engineering	D-LINE	LEVEL 7 TECHNOLOGIES	SCADA ENGINE
ÅGOKU STORE	D-LINK SYSTEMS	LEVEL ACCESS INC	SCALA BROADCAST MULTIMEDIA
ÅVZOBLESTOP	DLT SOLUTIONS	LEVEL TWO	SCALA, INC
ÅYide Machinery Co. Ltd.	DLT SOLUTIONS (ADEPT ONLY)	LEVELELEVEN	SCALABIUM SOFTWARE
A10 NETWORKS INC.	DLT SOLUTIONS, INC.	LEVELOPS INC	SCALABLE DISPLAY TECHNOLOGIES
A1A Software LLC	DM SOLUTIONS INC	LEVERAGE INFORMATION SYSTEMS	SCALABLE NETWORK TECHNOLOGIES
A2MAC1 LLC	Dmarcian	LEVERAGE TECHNOLOGIES INC	SCALABLE SOFTWARE
A2Z SUPPLIES LLC	DMC	Levi Ray & Shoup Inc	SCALE CENTER OF ARIZONA
A3J GROUP LLC	DMD AMERICA INC	LEVITON TELECOM	SCALE COMPUTING
A4TECH CO LTD	DME Forensics	LEVO	SCALE LOGIC
A7SOFT	DMG MORI USA INC	LEVTON	SCALEARC
a9t9 software GmbH	DMH Software	LEXALYTICS INC	SCALEBASE INC
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DEVSENSE	LABELMATE	RTI INTERNATIONAL	ZONET
DEVSENSE S.R.O.	LABELRANGE	RTO SOFTWARE INC	ZONIT STRUCTURED SOLUTIONS LLC
DevSoft Baltic	Labels Direct	R-TOOLS TECHNOLOGY INC.	ZOOK Software
DEVTICA S R O	Labeltac	RTT USA INC	ZOOM
DEWALT INDUSTRIAL TOOL CO.	LABELVIEW	RTTD LTD	ZOOM CORPORATION
DEWENWILS	LABF	RUAEODA	ZOOM INTERNATIONAL
DEXA SYSTEMS	LABOR SAVING DEVICES	Rubber Monkey Software	ZOOM TELEPHONICS
DEXON USA	LABTAM	RUBBERFEET.US	Zoom Video Communications Inc
DEXPOT GBR	LABTEC ENTERPRISES	RUBBERMAID	ZOOMASH LTD
DEXTRONET	LABTECH SOFTWARE	RUBICON COMMUNICATIONS	ZOOMCHARTS
DF/NET RESEARCH INC	LABVANTAGE SOLUTIONS INC	RUBRIK	ZOOMDATA
DFI	LABWARE INC	RUBU	ZOOMER ANALYTICS GMBH
DFR SOLUTIONS LLC	LACDO	RUCKUS WIRELESS	ZOOMERANG
DG LOGIK INC	LACIE LTD	RUGGARD	ZOOMIFY
DGMR Software BV	LA-CO INDUSTRIES	RUGGED DEPOT, LLC	ZOOMSWITCH
DH INSTRUMENTS INC	LACONIC DESIGNS	RUGGED NOTEBOOKS	ZOOMTEXT
DH2I	L-ACOUSTICS	RUKO	ZOPIM TECHNOLOGIES PTE LTD
DHLSOFT	LAE Software	RUMBLE INC	ZORN SOFTWARE
DHTMLX	Laguna 2 - Belkin Refurbs	RUNDECK	ZORO
DIABLO ANALYTICAL	Laguna 2 - NETGEAR Refurbs	RUNDOWN CREATOR INC	ZOTAC USA INC.
DIABLOTEK INC	LAHEY COMPUTER SYSTEMS	RUNE LUND-HERMANSEN	ZPE Systems, Inc.
DIAGNOSTIC INSTRUMENTS	Laird Digital Cinema	RUNECast SOLUTIONS LTD	ZPLANE.DEVELOPMENT
Diagnosticlink	LAIRD PLASTICS	RUNNER TECH	ZS ASSOCIATES

Manufacturers, Publishers and Suppliers

DIAL PROFESSIONAL
DIALOGIC
DIAMOND HEAD ASSOCIATES
DIAMOND LAMPS
DIAMOND LIGHT SOURCE LTD
DIAMOND MULTIMEDIA
DIAMOND VISIONICS
DIASOFT INC
DICENTRAL CORPORATION
DICKSON
DICOTA
DICTAPHONE
DICTRAN
DIDISOFT
Diffblue
DIFFENGINEX LLC
DiffPlug LLC
DIFFRACTION LIMITED
DIGDB
DIGI EFFECTS
DIGI INTERNATIONAL
DIGIARTY SOFTWARE
DIGIBOARD
DIGICARD SVCS ID PRODUCT SOLUTIONS
DIGICERT INC
DIGICON
DIGI-DATA CORPORATION - COLORADO
DIGIDESIGN

LAIRD TECHNOLOGIES
Laiya Consulting
LAKES ENVIRONMENTAL CONSULTANTS INC
LAKES ENVIRONMENTAL SOFTWARE
LAKESIDE SOFTWARE
LAKESIDE SOFTWARE INC
LALKONS
LAMBDA LABS INC
LAMBDA RESEARCH
LAMICALL
LAMINAR RESEARCH
LAMINEX
Lamprey LLC
LAN CABLES DIRECT
LAN POWER
LANCAST NETWORKS
LANCHER
LANCOPE INC
Land Seismic Noise Specialists
LandAirSea Systems
LANDESK
LANDGUARD SOLAR EQUIPMENT SOLUTIONS
LANDING ZONE
LANDIS COMPUTERS
LANDLORDMAX
LANDMARK GRAPHICS CORPORATION
LANDMARK METALS
LANERGY SOLUTIONS

RUNNUR
RUNSCOPE INC
RUNTIME SOFTWARE
RUNTIME TECHNOLOGIES LLC
RUSHFORTH PROJECTS
RUSS BASSETT
RUSSOUND
RUSTED DREAMS
RUSTEMSOFT
RUSTICI SOFTWARE LLC
RUTHERFORD CONTROLS INT'L CORP.
RUWIDO
RVS Systems
RYACO
RYBOZEN
Rycote Microphone Windshields Ltd
RYOBI AMERICA
RYOBI SYSTEMS SOLUTIONS
S & M COMMUNICATIONS LLC
S N J Solutions
S.C. EVERCODER SOFTWARE SRL
S.I. TECH
S.P. RICHARDS
S2 SOLUTIONS
S3 BROWSER
S4I SYSTEMS INC
SA International
SÂ² Solutions

ZSA TECHNOLOGY LABS INC
ZSCALER INC
Z-SPACE TECHNOLOGIES INC
zSpace, Inc.
ZSXP
ZTE CORPORATION
ZTHY TECH INC
ZTOTOPCASES
ZUGU CASE
ZUKEN USA INC (AMERICAN HQ)
ZUMASYS
ZURAGON TECHNOLOGIES LTD
ZUTUBI
ZUZO
ZVETCO BIOMETRICS, LLC
ZY COMPUTING
ZYLAB
ZYLO INC
ZYLOX
Zymbit Inc
ZYME SOLUTIONS INC
ZYMEWIRE
ZYNAMICS
ZYNAPTIQ
ZYXEL
ZyXEL Communication Corp
ZZEE TOOLS CORPORATION
ZZZ PROJECTS INC

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE HEADQUARTERS

D-U-N-S Number: 87-638-3589

Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America

Web: www.insight.com

Endorsement:cxperalt@insight.com

Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)			
KDE Name		Current Status	Details
PAYDEX®	↑	78	3 days beyond terms
Delinquency Score	↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating		<div>12AA</div>	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms

1 Days

3 Months

From Feb-22 to Apr-22

1

High Risk (120+)

Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART ?

△ This Company

▣ Industry Benchmark

ALERTS ?

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries

34

Branches

15

Total Members

250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE ⓘ (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %

79

High Risk (1)

Low Risk (100)

Past 12 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS ⓘ

78

High Risk (1)

Low Risk (100)

3 days beyond terms

VIABILITY RATING SUMMARY ⓘ

Viability Score

1

High Risk (9)

Low Risk (1)

Data Depth Indicator

A

Descriptive (G)

Predictive (A)

Portfolio Comparison

2

High Risk (9)

Low Risk (1)

Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: \$500K+
Years in Business	Established

COMPANY PROFILE ⓘ

D-U-N-S	Mailing Address	Annual Sales
87-638-3589	UNITED STATES	9,436,113,000
Legal Form	Telephone	Net Worth
Corporation (US)	+1 (480) 333-3000	1,509,227,000
History Record	Website	Employees
Clear	www.insight.com	11,006
Date Incorporated	Present Control Succeeded	Age (Year Started)
06/04/1991	1988	34 Years (1988)
State of Incorporation		Named Principal
DELAWARE		Kenneth T Lamneck, PRES-CEO
Ownership		Line of Business


Public: NSIT(NGS)

Computer related services

SIC
73790200

NAICS
541512

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



Sorry, we have no imagery here.

STOCK PERFORMANCE			
Symbol NSIT	Last Price 98.82	Change -2.66 ↓	% Change -2.62%
History		Performance	
Daily High	101.28	Market Cap	3,465,855,062
Daily Low	98.81	P/E:	16.60
52-Week High	111.02	EPS:	5.95
52-Week Low	88.28	Div/Yield	5.95

WEB & SOCIAL POWERED BY FIRSTRAIN

Royce & Associates LP Has \$15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022

Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022

Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022

Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022

Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of \$2.41 Billion ETF Daily News 17-Apr-2022

\$2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022

Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of \$1.60 Per Share WKRB Financial News 15-Apr-2022

Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022

Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022

Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of \$1.60 Per Share ETF Daily News 13-Apr-2022

[Load More](#)

NOTES

Add Note

i

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what **will** happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Page 343 of 912

Total Current Balance															
Total Past Due															
Total Past Due Cycle 1															
Total Past Due Cycle 2															
Total Past Due Cycle 3															
Total Past Due Cycle 4															
Total Past Due Cycle 5															
Total Charge Off Amount															
Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT															
OVERALL BUSINESS RISK															
<div><div>HIGH</div><div>MODERATE-HIGH</div><div>MODERATE</div><div>LOW-MODERATE</div><div>LOW</div></div>															
<div><div>Dun & Bradstreet thinks...</div><div><div>Overall assessment of this organization over the next 12 months: STABLE CONDITION</div><div>Based on the predicted risk of business discontinuation: LIKELIHOOD-OF-CONTINUED-OPERATIONS</div><div>Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS</div></div></div>															
<div><div>MAXIMUM CREDIT RECOMMENDATION</div><div>US\$ 5,300,000</div><div>The recommended limit is based on a moderately low probability of severe delinquency.</div></div>															

D&B VIABILITY RATING SUMMARY															
<p>The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:</p>															
<div><div><div><div>Viability Score</div><div>Compared to All US Businesses within the D&B Database:</div><div><div>Level of Risk:Low Risk</div><div>Businesses ranked 1 have a probability of becoming no longer viable: 0.2 %</div><div>Percentage of businesses ranked 1: 0.3 %</div><div>Across all US businesses, the average probability of becoming no longer viable:14 %</div></div></div><div><div>Portfolio Comparison</div><div>Compared to All US Businesses within the same MODEL SEGMENT:</div><div><div>Model Segment :Available Financial Data</div><div>Level of Risk:Low Risk</div><div>Businesses ranked 2 within this model segment have a probability of becoming no longer viable: 0.2 %</div><div>Percentage of businesses ranked 2 with this model segment: 14 %</div><div>Within this model segment, the average probability of becoming no longer viable:0.6 %</div></div></div></div></div>															

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: True
- Trade Payments: Available: 3+Trade
- Company Size: Large: Employees:50+ or Sales: \$500K+
- Years in Business: Established: 5+

A

Financial Data

True

Trade Payments

Available: 3+Trade

Company Size

Large

Years in Business

Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk Moderate	Raw Score 1471	Probability of Failure 0.27 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 3
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Business and Industry Trends

FAILURE SCORE Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk Low-Moderate	Raw Score 546	Probability of Delinquency 2.69 %	Compared to Businesses in D&B Database 10.2 %	Class 2
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Business and Industry Trends

DELINQUENCY SCORE Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1)

Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

PAYDEXIndustry Lower QuartileIndustry Median QuartileIndustry Upper Quartile

Equals

D&B 3 MONTH PAYDEX

78

High Risk (1)

Low Risk (100)

Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 3 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

Equals 3 Days Beyond Terms

D&B RATING													
Current Rating as of 02/26/2019	History since 02/26/2010												
<div><div>Financial Strength</div><div>5A : USD 50,000,000 and over in Net Worth or Equity</div><div>Previous Rating</div></div> <div><div>Risk Indicator</div><div>3 : Moderate Risk</div></div>	<table><tr><th>Date Applied</th><th>D&B Rating</th></tr><tr><td>11/09/2018</td><td>5A2</td></tr><tr><td>08/15/2018</td><td>5A3</td></tr><tr><td>08/03/2018</td><td>5A2</td></tr><tr><td>05/07/2018</td><td>5A3</td></tr><tr><td>03/02/2018</td><td>5A2</td></tr></table>	Date Applied	D&B Rating	11/09/2018	5A2	08/15/2018	5A3	08/03/2018	5A2	05/07/2018	5A3	03/02/2018	5A2
Date Applied	D&B Rating												
11/09/2018	5A2												
08/15/2018	5A3												
08/03/2018	5A2												
05/07/2018	5A3												
03/02/2018	5A2												
<div><div>Financial Strength</div><div>5A : US\$ 50,000,000 and over in Net Worth or Equity</div></div> <div><div>Risk Indicator</div><div>2 : Low Risk</div></div>													

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)		
<div>Overall Payment Behaviour</div> <div>3</div> <div>Days Beyond Terms</div>	<div>% of Trade Within Terms</div> <div>62%</div>	<div>Highest Past Due</div> <div>US\$ 1,000,000</div>
<div>Highest Now Owing:</div> <div>US\$ 30,000,000</div>	<div>Total Trade Experiences:</div> <div>90</div> <div>Largest High Credit:</div> <div>US\$ 30,000,000</div> <div>Average High Credit:</div> <div>US\$ 701,116</div>	<div>Total Unfavorable Comments :</div> <div>0</div> <div>Largest High Credit:</div> <div>US\$ 0</div> <div>Total Placed in Collections:</div> <div>0</div> <div>Largest High Credit:</div> <div>US\$ 0</div>

D&B PAYDEX

78

High Risk (1)

Low Risk (100)

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Medium risk of late payment (Average 30 days or less beyond terms)

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D&B 3 MONTH PAYDEX

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High Risk (1)

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Based on payments collected 3 months ago.

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Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Industry Median 78
Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS																								Based on 24 months of data
7379 - Computer related services																								
△ PAYDEX □ Industry Lower Quartile ◡ Industry Median Quartile * Industry Upper Quartile																								
	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)			
Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US\$ 47,850,000	95
50,000 - 99,999	2	US\$ 120,000	50
15,000 - 49,999	10	US\$ 275,000	63
5,000 - 14,999	13	US\$ 105,000	62
1,000 - 4,999	11	US\$ 23,000	72
Less than 1,000	15	US\$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)								
Collapse All Expand All								
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)	
▼27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0	
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0	
▼35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0	
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0	
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0	
▼36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50	
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100	
3674 - Mfg semiconductors	1	50	100	0	0	0	0	
▼45 - Transportation by Air	1	100	0	0	0	0	100	
4513 - Air courier service	1	100	0	0	0	0	100	
▼47 - Transportation	2	1,000	17	0	33	17	33	

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
▼48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
▼50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
▼51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
▼60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
▼61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trlm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
▼73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
▼75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
▼87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
▼91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance							
9111 - Executive office	2	5,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0	0
9311 - Public finance	6	5,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	4	15,000	100	0	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0	0

TRADE LINES						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1
OTHER PAYMENT CATEGORIES						

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US\$ 1,350
Payment record unknown	1	US\$ 1,000
Unfavorable comments	0	US\$ 0
Placed for collections	0	US\$ 0
Total in D&B's file	90	US\$ 48,379,400

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

SUBSIDIARIES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUOMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108
This list is limited to the first 25 subsidiaries.		

SUBSIDIARIES (INTERNATIONAL)		
Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020
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EVENTS	
Judgement - Court Judgement	
Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US\$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA
UCC Filing - Continuation	
Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
UCC Filing - Original	
Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ
UCC Filing - Original	
Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Continuation	
Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ
UCC Filing - Amendment	
Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original	
Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL
UCC Filing - Original	
Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL
UCC Filing - Original	
Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS	
Date	Event Description
04/11/2022	OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.
04/05/2022	Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of \$9,436,113,000, Net Income of \$219,345,000; compared to Sales of \$8,340,579,000, Net Income of \$172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of \$6,870,090,000, Net Income of \$157,212,000; compared to Sales of \$6,049,264,000, Net Income of \$119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON				
<div><div>Value (In Billions)</div><div><div><div><div></div><div></div><div></div></div><div><div></div><div></div><div></div></div><div><div></div><div></div><div></div></div></div><div>8.3</div><div>6.7</div><div>5</div><div>3.3</div><div>1.7</div><div>0</div><div>2019</div><div>2020</div><div>2021</div></div></div>				
	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	<div><div></div><div></div><div></div></div>
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	<div><div></div><div></div><div></div></div>
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	<div><div></div><div></div><div></div></div>
Sales	-	8,340,579,000	7,731,190,000	<div><div></div><div></div></div>
Net Income	-	172,640,000	159,407,000	<div><div></div><div></div></div>
Current Ratio	1.45	1.43	1.62	<div><div></div><div></div><div></div></div>
Working Capital	978,621,000	948,986,000	1,164,504,000	<div><div></div><div></div><div></div></div>
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	<div><div></div><div></div><div></div></div>
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	<div><div></div><div></div><div></div></div>

STATEMENT INFORMATION	
Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET			
Balance Sheet			
Assets			
Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	<div><div></div><div></div></div>
Cash	USD 103,840,000	USD 138,753,000	<div><div></div><div></div></div>
Other Current Assets	USD 199,638,000	USD 177,927,000	<div><div></div><div></div></div>
Inventory	USD 328,101,000	USD 253,297,000	<div><div></div><div></div></div>
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	<div><div></div><div></div></div>
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	<div><div></div><div></div></div>
Goodwill	USD 428,346,000	USD 429,757,000	<div><div></div><div></div></div>
Other long term assets	USD 301,372,000	USD 282,793,000	<div><div></div><div></div></div>
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	<div><div></div><div></div></div>
Accruals	USD 423,489,000	USD 404,995,000	<div><div></div><div></div></div>
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	<div><div></div><div></div></div>
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	<div><div></div><div></div></div>
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	<div><div></div><div></div></div>
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	<div><div></div><div></div></div>
Preferred Stock	USD 349,000	-	<div><div></div><div></div></div>
Long-Term Debt	USD 361,570,000	USD 416,401,000	<div><div></div><div></div></div>
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	<div><div></div><div></div></div>
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	<div><div></div><div></div></div>
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	<div><div></div><div></div></div>
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales \$9,436,113,000; cost of goods sold \$7,988,556,000. Gross profit \$1,447,557,000; operating expenses \$1,115,496,000. Operating income \$332,061,000; other income \$1,012,000; other expenses \$40,516,000; net income before taxes \$292,557,000; Federal income tax \$73,212,000; net income \$219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales \$2,193,068,000; cost of goods sold \$1,861,594,000. Gross profit \$331,474,000; operating expenses \$264,450,000. Operating income \$67,024,000; other expenses \$10,357,000; net income before taxes \$56,667,000; Federal income tax \$13,499,000. Net income \$43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

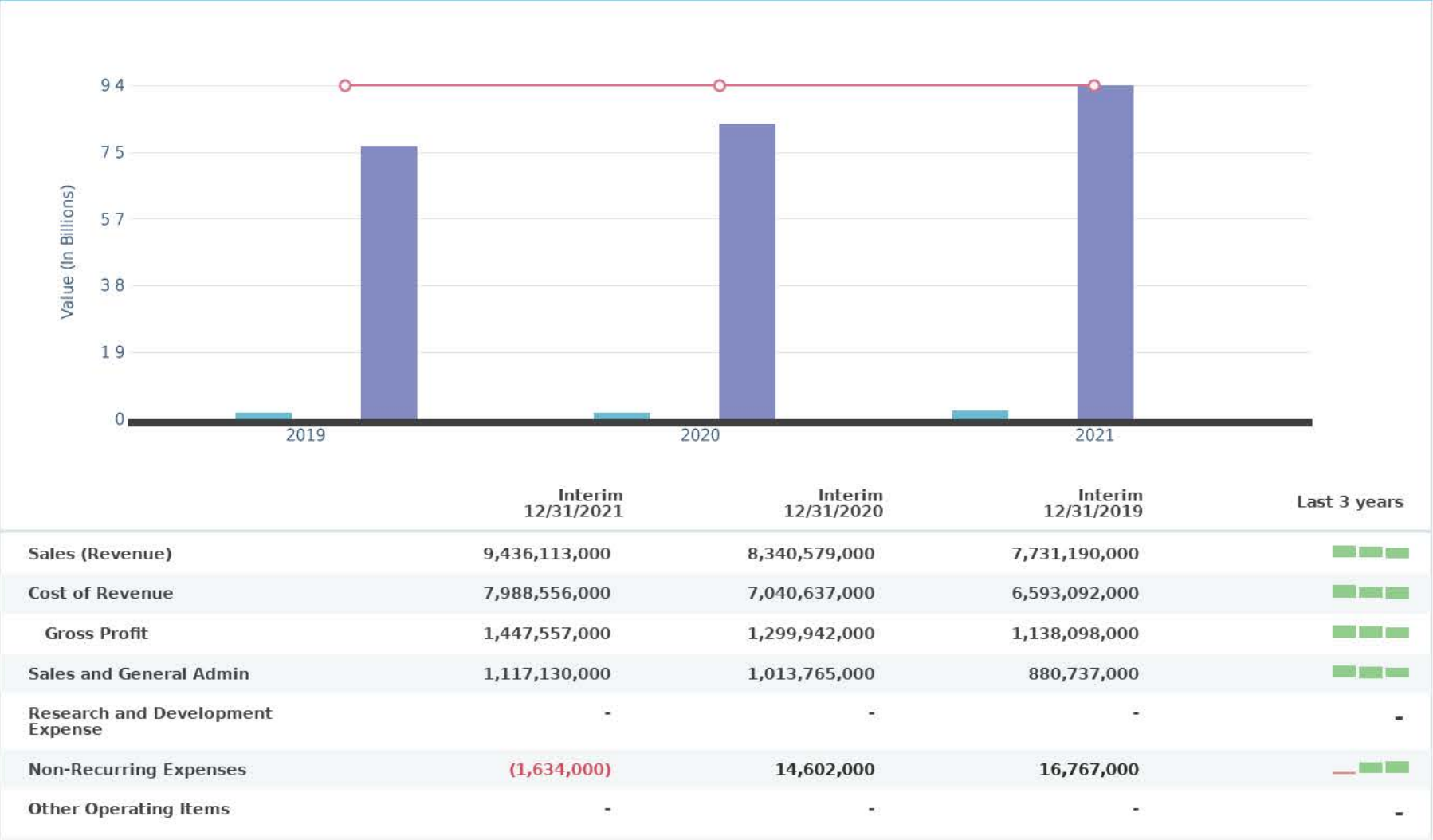
BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	1.42	1.43	1.62
Quick Ratio	1.21	1.26	1.39
Current Liabilities to Net Worth (%)	166.66	165.93	162.33

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47
Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45
Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

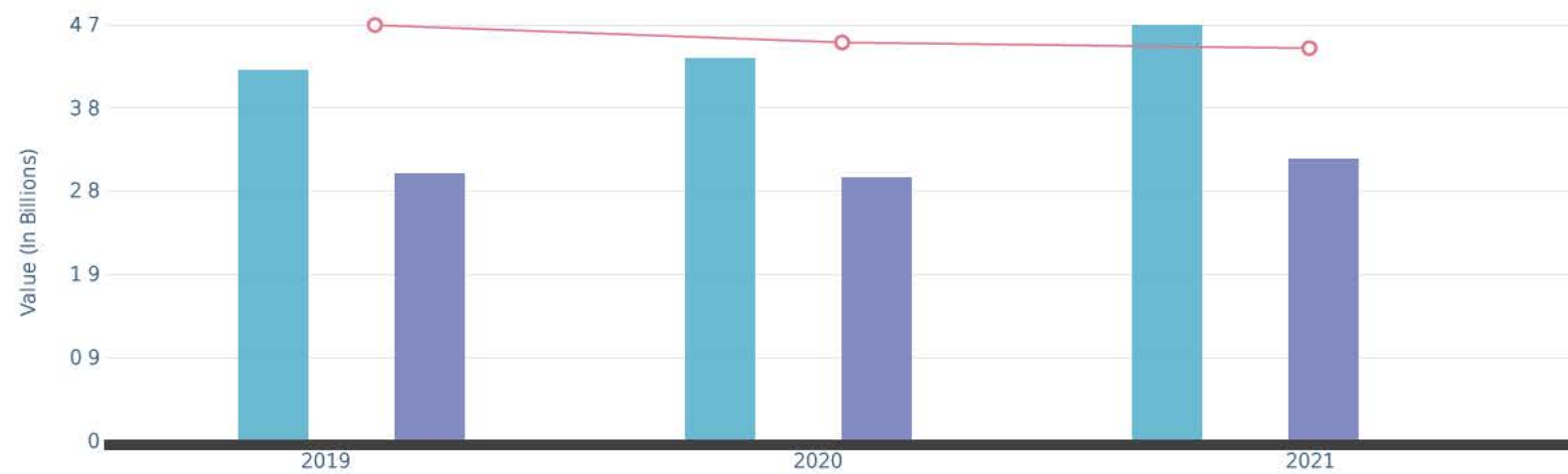
Source: Edgar | Currency: All figures shown in USD unless otherwise stated



Operating Income	332,061,000	271,575,000	240,594,000	<div><div></div><div></div><div></div><div></div></div>
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	<div><div></div><div></div><div></div><div></div></div>
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	<div><div></div><div></div><div></div><div></div></div>
Interest Expense	40,516,000	41,594,000	28,478,000	<div><div></div><div></div><div></div><div></div></div>
Earnings Before Tax	292,557,000	228,452,000	211,716,000	<div><div></div><div></div><div></div><div></div></div>
Income Tax Expense	73,212,000	55,812,000	52,309,000	<div><div></div><div></div><div></div><div></div></div>
Equity Earnings or Loss	-	-	-	<div><div></div><div></div><div></div><div></div></div>
Minority Interest Expense	-	-	-	<div><div></div><div></div><div></div><div></div></div>
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	<div><div></div><div></div><div></div><div></div></div>
Discontinued Operations	-	-	-	<div><div></div><div></div><div></div><div></div></div>
Effect of Accounting Changes	-	-	-	<div><div></div><div></div><div></div><div></div></div>
Extraordinary Items	-	-	-	<div><div></div><div></div><div></div><div></div></div>
Net Income	219,345,000	172,640,000	159,407,000	<div><div></div><div></div><div></div><div></div></div>
Preferred Stocks & Other Adjustments	-	-	-	<div><div></div><div></div><div></div><div></div></div>
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	<div><div></div><div></div><div></div><div></div></div>

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	<div><div></div><div></div><div></div></div>
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	<div><div></div><div></div><div></div></div>
Inventory	328,101,000	185,650,000	190,833,000	<div><div></div><div></div><div></div></div>
Other Current Assets	199,638,000	177,039,000	231,148,000	<div><div></div><div></div><div></div></div>
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	<div><div></div><div></div><div></div></div>
Fixed Assets	176,263,000	146,016,000	130,907,000	<div><div></div><div></div><div></div></div>
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	<div><div></div><div></div><div></div></div>
Goodwill	428,346,000	429,368,000	415,149,000	<div><div></div><div></div><div></div></div>
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	<div><div></div><div></div><div></div></div>
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	<div><div></div><div></div><div></div></div>
Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	<div><div></div><div></div><div></div></div>
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	<div><div></div><div></div><div></div></div>
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	<div><div></div><div></div><div></div></div>
Long Term Debt	361,570,000	437,581,000	857,673,000	<div><div></div><div></div><div></div></div>
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

Charges				<div><div></div><div></div><div></div></div>
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	<div><div></div><div></div><div></div></div>
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	<div><div></div><div></div><div></div></div>
Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	<div><div></div><div></div><div></div></div>
Retained Earnings	1,167,690,000	993,245,000	841,097,000	<div><div></div><div></div><div></div></div>
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	<div><div></div><div></div><div></div></div>
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	<div><div></div><div></div><div></div></div>
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	<div><div></div><div></div><div></div></div>

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW				
<div><div><div><div>970</div><div>(20)</div><div>(40)</div><div>(60)</div><div>(80)</div><div>(100)</div><div>(120)</div><div>(140)</div><div>(1614)</div></div><div><div>2019</div><div>2020</div><div>2021</div></div></div></div>				
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	<div><div></div><div></div><div></div></div>
Net Income Adjustments	34,662,000	20,916,000	33,402,000	<div><div></div><div></div><div></div></div>
Changes in Liabilities	293,458,000	204,452,000	118,978,000	<div><div></div><div></div><div></div></div>
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	<div><div></div><div></div><div></div></div>
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	<div><div></div><div></div><div></div></div>
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	<div><div></div><div></div><div></div></div>
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	<div><div></div><div></div><div></div></div>
Capital Expenditures	52,079,000	24,184,000	69,086,000	<div><div></div><div></div><div></div></div>
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	<div><div></div><div></div><div></div></div>
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	<div><div></div><div></div><div></div></div>
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	<div><div></div><div></div><div></div></div>
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	<div><div></div><div></div><div></div></div>
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	<div><div></div><div></div><div></div></div>
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	<div><div></div><div></div><div></div></div>
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	<div><div></div><div></div><div></div></div>
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	<div><div></div><div></div><div></div></div>

Company Profile

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of \$745,562,000, which included cash and cash equivalents acquired of \$84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately \$48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information	
Trade Names	INSIGHT
Description	<p>The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services.</p> <p>The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products.</p> <p>Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.</p>
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information

Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.
Related Concerns	

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-
NAICS Codes	NAICS Description	
541512	Computer Systems Design Services	
423690	Other Electronic Parts and Equipment Merchant Wholesalers	
423690	Other Electronic Parts and Equipment Merchant Wholesalers	
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	Total Outstanding	
0	0	

Last Login : 04/26/2022 07:07:01 AM
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[Privacy Policy](#) | [Terms of Use](#) | [US Government Employee Disclaimer](#)

OMNIA Partners, Public Sector Cooperative Purchasing Organization

CONTRACT NO. 2213

Insight
PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvault, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Official contract:

Technology Products, Services, Solutions, and Related Products and Services

Contract number:

4400006644

Start date:

May 1, 2016

Current end date:

April 30, 2023

Competitively solicited through
Fairfax County, VA (Lead Public Agency)

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/ HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

OMNIA Partners, Public Sector, is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which the organization is founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education and K-12 education organizations, as well as nonprofits.

For more information, visit omniapartners.com/publicsector.

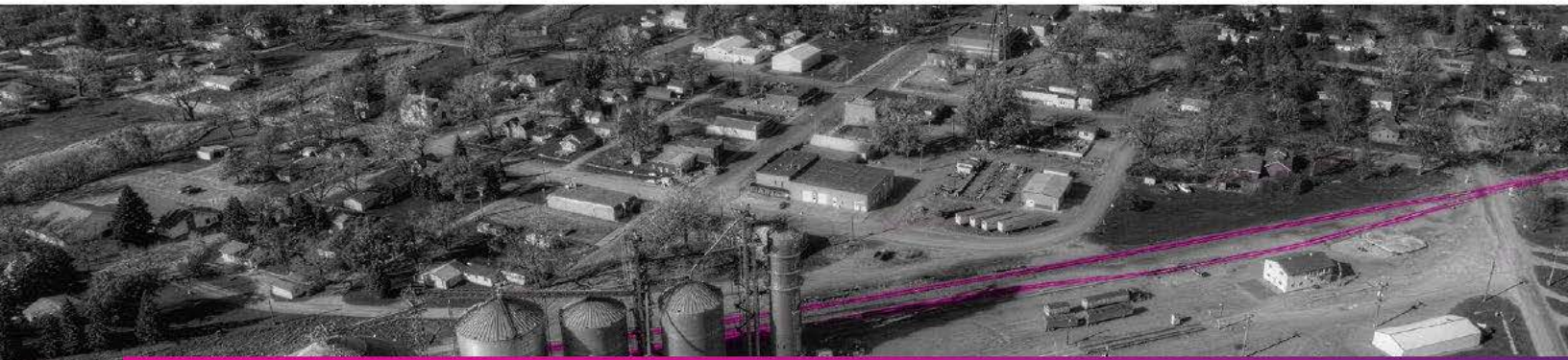
About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com.

You can also visit [IPS.insight.com/omnia](https://ips.insight.com/omnia).



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi-Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:
Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless point-to-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers



Secure, wireless
network design

Cost-effective solution
leveraging existing
infrastructure

Eliminates aspects of the
growing digital divide at an
important time

Well-maintained and
optimized network
through an expert
support team



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IPS.insight.com

BID SUBMITTAL FORM

CONTRACT NO. 2213

SUBMIT BID/PROPOSAL TO:

Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692**Request for Proposals**

Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 Fax number: 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

<u>Lisanne Steinheiser</u>	<u>Global Compliance Officer</u>
(PLEASE PRINT/TYPE) NAME	TITLE

SIGNATURE OF OFFICER ABOVE: 
(SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, as defined by section O.C.G.A. (s) **11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.



Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

**Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern

Join from meeting link

<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6>

Meeting number (access code): 2317 292 4027

Meeting password: fxZKmmi3p93

Join by phone

+1-415-655-0004 US Toll

**Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

Before 12:00 (Noon) By the Bid Opening Date

**Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 **FAX:** 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

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Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JA Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JA Initials of Authorized Representative of offeror

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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES *JS* Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES *JS* Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES *JS* Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES  Initials of Authorized Representative of offeror

Version August 19, 2022

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SA Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SA Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative:  Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- c. **Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. **Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

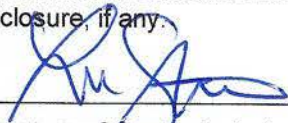
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Insight Public Sector, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Lianne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative:
Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____

Date: October 10, 2022

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

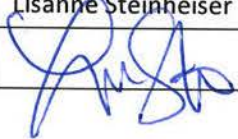
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)****Company Name:** Insight Public Sector, Inc.**Street:** 2701 E. Insight Way**City, State, Zip Code:** Chandler, AZ 85286**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.


Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/5/2022
Date


Authorized Signature and Title Global Compliance Officer

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State:	AZ Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Lisanne Steinheiser

Printed Name

Global Compliance Officer

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

CONTRACT NO. 2213

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: **23-6692**

VENDOR NAME: **Insight Public Sector, Inc.**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

10/05/2022

Date

Lisanne Steinheiser, Global Compliance Officer

Print Name and Title

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: INSIGHT PUBLIC SECTOR, INC.

Trade Name: INSIGHT PUBLIC SECTOR, INC.

Address: 6820 S. HARL AVE.
TEMPE, AZ 85283

Certificate Number: 1002602

Effective Date: July 15, 2003

Date of Issuance: October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.


Name: Lisanne Steinheiser

Title: Global Compliance Officer

Signature: 

Date: October 5, 2022

DOC #9
MACBRIDE-PRINCIPLES

	<p>STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY</p> <p>33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230</p>
---	--

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692

VENDOR/BIDDER: Insight Public Sector, Inc.

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

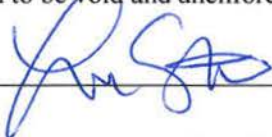


OR
The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature



October 5, 2022

Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: September 19, 2022

Page 1 of 8

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022
- Sign-In Sheet(s) from Pre-Proposal Meeting
- Questions Submitted in Writing
- Attachment - Financial Ratio Evaluation Excel Spreadsheet

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.

Company Name

Signature

A handwritten signature in blue ink, appearing to read "Lisanne", is written over a horizontal line.

October 4, 2022

Date

Lisanne Steinheiser, Global Compliance Officer

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: September 30, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Questions Submitted in Writing

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.

Company Name

October 4, 2022

Date



Signature

Lisanne Steinheiser, Global Compliance Officer

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: October 5, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

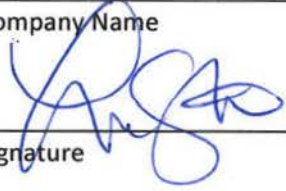
- Questions Submitted in Writing

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.

Company Name



Signature

October 5, 2022

Date

Lisanne Steinheiser, Global Compliance Officer

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **\$150**
- Standard Install | **\$650**

- Camera relocation, existing pole | **\$350**
- Camera relocation, Flock pole | **\$750**
- Camera relocation, advanced pole | **\$5,000**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **\$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **\$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **\$5,000**
- Technician visit for any other reason not listed above | **\$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **\$800**
- Replacement Battery | **\$750**
- Replacement Solar Panel | **\$500**
- Replacement DC Power Kit | **\$150**
- Replacement AC Power Kit | **\$150**

EXHIBIT “B”**INSURANCE**

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Page 1 of 3

SOLD-TO PARTY 10629699

CITY OF SAN FERNANDO
117 N MACNEIL ST
SAN FERNANDO CA 91340-2911

SHIP-TO

CITY OF SAN FERNANDO
117 N MACNEIL ST
SAN FERNANDO CA 91340-2911

Quotation

Quotation Number : 0226827033
Document Date : 02-NOV-2023
PO Number :
PO release: :
Sales Rep : Christopher Letsinger
Email : CHRISTOPHER.LETSINGER@INSIGHT.COM
Telephone : +14804096848

We deliver according to the following terms:

Payment Terms : Credit Card
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

****MUST BE INCLUDED ON CLIENT PO****

THIS IS A 3 YEAR ANNUAL PAYMENT COMMITMENT

Year 1 - Lines 20-40 - \$118,050.00 plus applicable tax - Invoiced 100% upon issuance of PO

Year 2 - Line 50 - \$111,000.00 plus applicable tax - Invoiced at first anniversary

Year 2 - Line 60 - \$111,000.00 plus applicable tax - Invoiced at second anniversary

Total Contract Commit - \$340,050.00 plus applicable tax

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	1		
<i>Solution includes the following:</i>				
PS-IMP-STD-CHEC	FLOCK GROUP ONE-TIME PROFESSIONAL SERVICES - STANDARD IMPLEMENTATION FEE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 23.438%	3	650.00	1,950.00
PS-IMP-EXST-COSN	FLOCK EXISTING INFRASTRUCTURE MOUNTING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 195.99 Discount: 23.465%	34	150.00	5,100.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 02-NOV-2023 - 02-NOV-2024 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	37	3,000.00	111,000.00

Material	Material Description	Quantity	Unit Price	Extended Price
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 02-NOV-2024 - 02-NOV-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	37	3,000.00	111,000.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 02-NOV-2025 - 02-NOV-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	37	3,000.00	111,000.00
Product Subtotal				333,000.00
Services Subtotal				7,050.00
TAX				0.00
Total				340,050.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christopher Letsinger
 +14804096848
CHRISTOPHER.LETSINGER@INSIGHT.COM
 Fax 4807608104

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings

("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

flock safety

ATTACHMENT "B"

CA – San Fernando – Phase 1

LICENSE PLATE READER CAMERA INSTALLATION

2024

Index

1

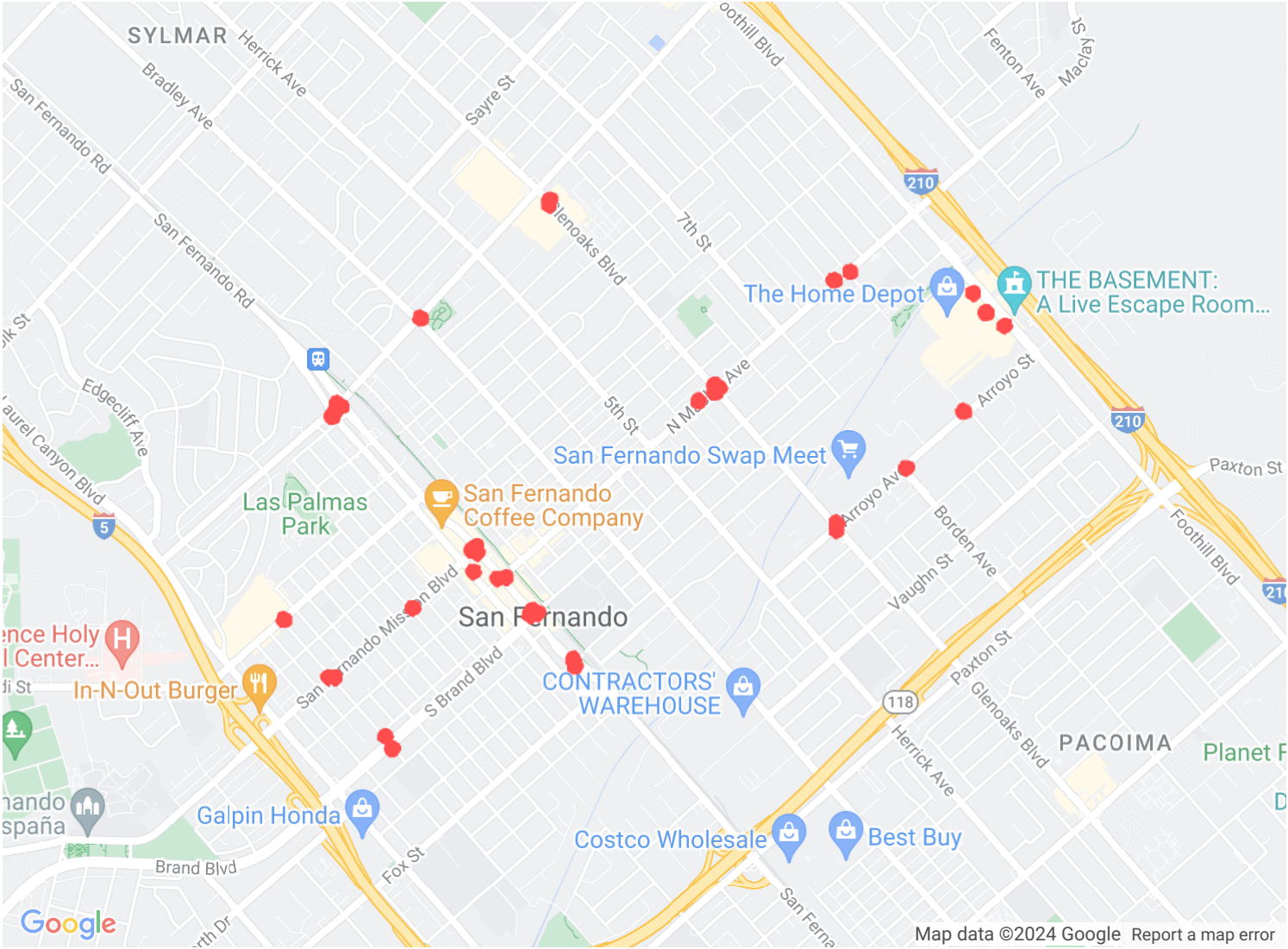
Cover Page

2–4

Camera Location Information

5–41

Site Plans



STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID:5227-BSCC-1169-23

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1169- 23

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

San Fernando Police Department

2. The term of this Agreement is:

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027

3. The maximum amount of this Agreement is:

\$494,964.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Prevention Grant Program Grant Proposal	34
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	1
Appendix B	Grantee Assurance for Non-Governmental Organizations	2

* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/organized-retail-theft-grant-program/>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Fernando Police Department

CONTRACTOR BUSINESS ADDRESS

117 Macneil Street

CITY

San Fernando

STATE

CA

ZIP

91340

PRINTED NAME OF PERSON SIGNING

Nick Kimball

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

09/27/2023 | 12:35 PM EDT

DocuSigned by:
Nick Kimball
1041FC9C27C7499...

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Organized Retail Theft Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and San Fernando Police Department (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Organized Retail Theft Grant Program was established in Senate Bill 154 (SB 154) (Chapter 43, Statutes of 2022). Organized Retail Theft Grant Program funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Nick Kimball

Title: City Manager

Address: 117 Macneil Street, San Fernando CA 91340

Phone: 818-898-1202

Email: nkimball@sfcity.org

Designated Financial Officer authorized to receive warrants:

Name: Jennifer Spatig

Title: Management Analyst

Address: 910 First Street, San Fernando CA 91340

Phone: 818-898-1254

Email: jspatig@sfcity.org

Project Director authorized to administer the project:

Name: Nichole Hanchett

Title: Lieutenant

Address: 910 First Street, San Fernando CA 91340

Phone: 818-898-1253

Email: nhanchett@sfcity.org

- C. Either party may change its project representatives upon written notice to the other party.

EXHIBIT A: SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

April 1, 2024
June 1, 2027

C. Other

Financial Audit Report

Due no later than:

June 1, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

EXHIBIT A: SCOPE OF WORK

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Organized Retail Theft Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Organized Retail Theft Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**1. INVOICING AND PAYMENT**

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

- February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027

Final Invoicing Periods*:

14. January 1, 2027 to March 31, 2027
15. April 1, 2027 to June 1, 2027

Due no later than:

- May 15, 2027
August 15, 2027

**Note: Project activity period ends December 31, 2026. The period of January 1, 2027, to June 1, 2027, is for completion of Final Local Evaluation Report and financial audit only.*

- B. All project expenses must be incurred by the end of the project activity period, December 31, 2026, and included on the final invoice due February 15, 2027. Project expenditures incurred after December 31, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The Financial Audit Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the financial audit during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Organized Retail Theft funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 154 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Organized Retail Theft funding is reduced or falls below estimates contained within the Organized Retail Theft Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	\$39,204
2. Services and Supplies	\$349,960
3. Professional Services or Public Agency Subcontracts	\$2,230
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Data Collection and Evaluation	\$75,000
6. Equipment/Fixed Assets	\$0
7. Financial Audit (Up to \$25,000)	\$25,000
8. Other (Travel, Training, etc.)	\$3,570
9. Indirect Costs	\$0
TOTALS	\$494,964

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

- B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

- C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

BSCC

Powered by Submittable 

Title

City of San Fernando Police Department

07/07/2023

id. 41335174

by **Jennifer Spatig** in **Organized Retail Theft Prevention Grant Program**

jspatig@sfcity.org

Original Submission

07/07/2023

The Organized Retail Theft (ORT) Prevention Grant Program Application is divided into five (5) sections as identified below: Background Information Contact Information Program Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions requiring a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the ORT Prevention Grant Program Proposal Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the ORT Prevention Grant Program Application. The ORT Prevention Grant Proposal Instruction Packet is available on the Board of State and Community Corrections (BSCC) website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION

This section requests information about the applicant's name, location, mailing address, and tax identification number.

Name of Applicant
(i.e., Police
Department, Sheriff's
Department, or
Probation
Department)

City of San Fernando Police Department

Multi-Agency
Partnerships
Information (if
applicable)

Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.

Multi-Agency
Partnerships

No: This is not a Multi-Agency Partnership Application

Lead Public Agency Information	All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant's city or county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with other local government agency partners and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person), and will serve as the primary point of contact with the BSCC.
Lead Public Agency	City of San Fernando Police Department
Applicant's Physical Address	910 First St San Fernando CA 91340 US
Applicant's Mailing Address (if different than the physical address)	n/a
Mailing Address for Payment	910 First St San Fernando CA 91340 US
Tax Identification Number	95-6000779
SECTION II - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.
Project Director	Irwin Rosenberg
Project Director's Title with Agency/Department/Organization	Lieutenant
Project Director's Physical Address	910 First St San Fernando CA 91340 US
Project Director's Email Address	irosenberg@sfcity.org

Project Director's
Phone Number **+18188981258**

Financial Officer **Jennifer
Spatig**

Financial Officer's
Title with
Agency/Department/Organization **Management Analyst**

Financial Officer's
Physical Address **910 First St
San Fernando
CA
91340
US**

Financial Officer's
Email Address **jspatig@sfcity.org**

Financial Officer's
Phone Number **+18188981254**

Day-To-Day Program
Contact **Jennifer
Spatig**

Day-To-Day Program
Contact's Title **Management Analyst**

Day-To-Day Program
Contact's Physical
Address **910 First St
San Fernando
CA
91340
US**

Day-To-Day Program
Contact's Email
Address **jspatig@sfcity.org**

Day-To-Day Program
Contact's Phone
Number **+18188981254**

Day-To-Day Fiscal
Contact **Jennifer
Spatig**

Day-To-Day Fiscal
Contact's Title **Management Analyst**

Day-To-Day Fiscal
Contact's Physical
Address **910 First St
San Fernando
CA
91340
US**

Day-To-Day Fiscal
Contact's Email
Address

jspatig@sfcity.org

Day-To-Day Fiscal
Contact's Phone
Number

+18188981254

Name of Authorized
Officer

**Nick
Kimball**

Authorized Officer's
Title

City Manager

Authorized Officer's
Physical Address

**117 Macneil Street
San Fernando
CA
91340
US**

Authorized Officer's
Email Address

nkimball@sfcity.org

Authorized Officer's
Phone Number

+18188981203

Authorized Officer
Assurances

checked

SECTION III -
PROGRAM
INFORAMTION

This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.

Project Title

San Fernando Police Department Theft Prevention Project

Proposal Summary

The City of San Fernando Police Department's Theft Prevention Project is a comprehensive initiative aimed at enhancing public safety, reducing organized theft, and combating the rising theft of catalytic converters in our community. By leveraging advanced technology and community engagement with the installation of Flock Cameras and the implementation of a catalytic converter etching program, we seek to create a sustainable solution that addresses these pressing concerns, empowers our community, reduces crime rates, improves safety and security for residents, increases efficiency in law enforcement, and generates financial savings for individuals and businesses.

PROGRAM PURPOSE AREAS	Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.
Program Purpose Areas (PPAs):	PPA 1: Organized Retail Theft PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft
Funding Category Information	Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$6,125,000 in the Medium Scope category OR up to \$15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to \$24,500,000 o \$6,125,000 (Medium Scope Max) x 4 (# of Agencies) = \$24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to \$31,300,000 o \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.
Funding Category	Medium Scope (Up to \$6,125,000)
SECTION IV - PROPOSAL NARRATIVE AND BUDGET	This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.

**Proposal Narrative
Instructions**

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the ORT Prevention Grant Instruction Packet (refer to pages 20-24). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not may not exceed 6,711 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately three (3) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not may not exceed 11,185 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately five (5) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the ORT Prevention Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the ORT Prevention Grant Proposal Instruction Packet (refer to page 15).

Project Need

Organized retail theft has become a pervasive issue affecting communities nationwide. Criminals engage in well-coordinated theft operations, targeting retail establishments and stealing high-value merchandise for resale. These thefts result in substantial financial losses for businesses, compromised public safety, and a negative impact on the local economy. According to the US Chamber of Commerce, Organized Retail Theft in California accounted for 12.62% of total US retail theft in 2021 (<https://www.uschamber.com/economy/retail-crime-data-center?state=ca>).

Although the City of San Fernando is a small municipality, it is not immune from retail and auto theft. Most recently, shoe retailer WSS has experienced increased cases of theft involving high-end shoes, and a local car dealership experienced a break-in in which the perpetrators stole several catalytic converters and vehicles. The City of San Fernando is surrounded on all sides by the City of Los Angeles. Easy access to local freeways and the ability to leave the

2.4 square-mile city quickly makes the City of San Fernando more vulnerable to theft.

The City of San Fernando Police Department has compiled comprehensive crime data - including statistics related to property and catalytic converter theft - in order to determine its most critical areas of need within the parameters and project areas of the Organized Retail Theft Grant.

The Department's Records Bureau compiled property crime statistics from 13 specific retail, thoroughfare, and ingress/egress points within the City. These are areas where retail theft occurs more frequently, along with being the major roadways used to exit with stolen goods. A comparison of the data gathered during the first three months of the year showed a 193% increase from 2020 to 2023.

Catalytic converter theft has also become a significant concern across the country, impacting individuals, businesses, and the overall safety and well-being of communities. Catalytic converters are essential components of vehicle exhaust systems, and contain valuable metals such as platinum, palladium, and rhodium. According to the National Automobile Dealers Association (NADA), the price of these precious metals has risen sharply, making catalytic converters a prime target for theft (<https://www.nada.org/legislative/fight-rising-catalytic-converter-theft>).

Data from the National Insurance Crime Bureau shows that insurance claims for stolen catalytic converters increased from 16,660 claims in 2020 to 64,701 in 2022 – an increase of 288% (<https://www.nicb.org/news/news-releases/catalytic-converter-thefts-surge-nationwide-according-new-report>).

Based on data gathered by the City of San Fernando Records Bureau, stolen catalytic converter calls for service increased 358% from 19 calls in 2020 to 87 calls in 2022. Data gathered during the first five months of 2023 points to an additional 35% increase by December 2023.

Traditional theft prevention and security measures have proven insufficient in deterring or apprehending criminals committing retail theft or catalytic converter theft. The implementation of advanced technologies and techniques, and increased public awareness have become imperative to help combat theft within the community. To this end, the City of San Fernando Police Department proposes the acquisition of Flock Safety Falcon Automated License Plate Reader cameras, and an INSTAetch catalytic converter etching device to address the growing problem of organized retail and catalytic converter theft in the community. The City proposes to conduct quarterly Etching Events in which Police Department Detectives will mark catalytic converters as a service to the community.

Unfortunately, budget limitations prevent the Department from purchasing these advanced technologies and equipment. The 2023-24 City of San Fernando Budget did not include additional funds for Flock Cameras or for a catalytic converter etching program. For this reason, the City of San Fernando Police Department is seeking funds from the BSCC Organized Retail Theft Grant Program to purchase this equipment and implement theft prevention programs within the City.

The proposed need for Flock cameras and a catalytic converter etching program directly aligns with the intent and purpose of the BSCC Organized Retail Theft Grant by providing a means whereby the City of San Fernando Police Department may better and more efficiently address organized retail theft and automobile accessory theft within the community.

Project Description

The City of San Fernando Police Department's proposed grant project aims to enhance security measures within the City of San Fernando in order to combat retail and catalytic converter theft, which have emerged as significant concerns within the community. The proposed project has two components: the installation of 37 Flock Safety Falcon Automated License Plate Reader (ALPR) cameras and the establishment of Catalytic Converter Etching Events, as described below.

The City of San Fernando proposes the installation of 37 Flock Safety Falcon Automated License Plate Reader cameras near retail areas, major thoroughfares, and entrances and exits to the City. These sites were chosen because of their proximity to retail establishments and to routes used by perpetrators when fleeing the City with stolen merchandise.

Technicians from Flock Safety Company will install 34 cameras on existing infrastructure owned by the City of San Fernando, and 3 cameras on Flock Safety poles at locations without existing infrastructure. These cameras will provide round-the-clock surveillance, high-resolution video monitoring, intelligent motion detection, and real-time alerts. The Flock Cameras will cover critical areas such as retail establishments, parking lots, and public spaces, acting as a visual deterrent to potential thieves and assisting San Fernando Police in identifying and prosecuting offenders.

Cameras will give police department personnel a view of all activity tied to a specific vehicle within the network of cameras. Officers will be able to search vehicle information using make, body type, color, license plates (including partial, missing or temporary tags, and state recognition), decals, bumper stickers, and back or top racks. The cameras will also assist in solving cross-jurisdictional crimes and give real-time alerts such as NCIC wanted lists, AMBER alerts, Silver alerts, and Vehicle Fingerprint matches.

Cameras will capture crime-related information that can be used to develop leads and alerts for solving crimes and apprehending offenders. For instance, if a camera captures a vehicle's license plate, the information can help identify the registered owner who may match the description of a retail theft suspect. The image of the registered owner can then be included in a blind photo lineup to confirm their involvement. Additionally, a vehicle used in a crime may be seized as evidence to investigate and identify the perpetrator, leading to an arrest warrant.

Education about Flock ALPR technology and its use within the City is a crucial component of this project. Educating the public will foster transparency, address concerns and build trust in the technology. To educate the public effectively about Flock ALPR cameras, the City of San Fernando Police Department will develop clear, concise informational materials that will explain the purpose, capabilities and

benefits of using fixed ALPR technology. The Department will disseminate the information through the City's website, social media platforms, press releases and in public forums.

Department personnel will present information about the technology and its use to the San Fernando City Council, Transportation and Public Safety Commission, and in monthly Business and Neighborhood Watch meetings. The Department will also present the information to the local Chamber of Commerce, the San Fernando Mall Association, and through its 11-week Community Academy series (beginning in early fall).

The Department will host a minimum of three demonstrations of the technology at the City of San Fernando Police Department's Annual Open House events, attended by over 100 persons annually. We will also educate our community through the National Night Out events attended by at least 800 community members annually.

Police Department staff will add crime data related to the Flock cameras to the Department's performance measures. Following the Department's information-sharing and established privacy protection protocols, appropriate data will be shared in business and community meetings, as well as in the City Manager's Monthly Report. Strict data retention, access control and sharing policies will be followed at all times.

Each of these outreach efforts will aim to address public concerns, clarify misconceptions, and solicit feedback about the Flock camera system, ultimately promoting understanding and acceptance of ALPR technology as a valuable tool to enhance public safety, prevent and solve crimes.

As stated earlier, the City of San Fernando Police Department will work closely with local retailers, the San Fernando Chamber of Commerce and the City of San Fernando Mall Association to educate retailers about ALPR technology, its applications, and how it will help apprehend suspects and prevent crime. With these outreach efforts, the City will work to establish retailers as active partners in crime prevention efforts. Retail partners will develop a better understanding of the types of suspicious activities or behaviors to watch for and learn how to report pertinent information to law enforcement, thereby increasing the likelihood that retailers and others will report retail crimes.

Retail partnerships to combat organized retail crime will create a synergy between law enforcement and retailers and a united effort to combat retail theft. The Police Department and retailers will be able to exchange information in a timely manner, and ensure more effective crime prevention and resolution.

In addition, the City of San Fernando Police Department will seek to establish interagency partnerships with other agencies within Los Angeles County that use Flock ALPR technology. The Department will schedule and participate in meetings with other Flock users to establish protocols and agreements for data sharing and information exchange, and to work towards a shared database of license plate information. In doing so, the Department will follow clear and robust guidelines on data privacy; security and access control and adhere to all legal and regulatory requirements to safeguard the integrity of data collected. Amongst these guidelines will be clear prohibition of

any use or sharing of data in order to interfere with gender affirming care, family planning care, and investigation of laws related to immigration.

Project collaboration will extend beyond the City's borders to benefit residents within and outside of the City of San Fernando. The City is only 2.4 square miles and is surrounded by the City of Los Angeles. Three main freeways – the Foothill 210 freeway, Intrastate 118 freeway and Interstate 5 freeway - surround the city. As these freeways provide easy access for leaving the city, coordination with local and regional partners is crucial to developing leads and solving crimes that cross jurisdictional boundaries.

Multiple cities throughout California have installed Flock ALPR cameras and have reported how the cameras help to solve crimes and apprehend criminals. For example, in January 2022, suspects attempted a smash and grab at a jewelry store in San Bruno. Flock cameras identified the suspects' vehicle, which was then placed on a custom hot list. The San Bruno Police Department received a real-time alert of the suspects returning, located the vehicle and successfully prevented another robbery attempt.

The City of San Ramon Police Department received a Flock alert of a vehicle believed to be associated with burglaries in the area. Police officers located the vehicle and found meth, stolen property and burglary tools inside (CA Flock Success Stories PDF).

The utilization of Flock ALPR cameras will also play a critical role in the second element of the City of San Fernando Theft Prevention Project, by assisting with solving and preventing catalytic converter theft crimes.

The second element of the Theft Prevention Project is the purchase of an INSTAetch catalytic converter etching device and the establishment of quarterly Catalytic Converter Etching Events. The objective of these events is to provide a proactive measure against catalytic converter theft. Vehicle owners within the community will have the opportunity to have their catalytic converters etched with their VIN or license plate number by the City of San Fernando Police Department.

At minimum, one Etching Event will take place every three months, for four events per year funded under this grant. Each event will span approximately six hours and involve two Detectives and two FTOs to assist with safety, plus two civilian staff to assist with registration and paperwork. The Police Department has obtained a letter of collaboration from Black & White Towing, a local towing company, who has agreed to provide two tow trucks and drivers for each etching event, free of charge.

To accomplish this proposed activity, the Police Department will purchase an INSTAetch catalytic converter etching device, four pairs of coveralls for Detectives to wear while etching catalytic converters, two stencils that say "marked by SFPD," spray paint to use with the stencils, and signs for public information.

The Police Department will advertise Etching Events via the City's website and social media accounts, with flyers, and through the City's Constant Contact list of more than 500 residents. SFPD will also ask the San Fernando Sun newspaper to post information about the events on their website and in their written publication.

According to the Bureau of Auto Repair, “engraving or etching [a] catalytic converter with a VIN or license plate number may deter theft . . . or alert a reputable scrap dealer that the device is stolen and can help to identify the owner” (<https://www.bar.ca.gov/consumer/smog-check-program/catalytic-converter-theft>). Assisting members of the community through uniquely marking their vehicle’s catalytic converter with specially designed fluorescent paint also makes these devices identifiable, leading to crime prevention and workable leads to charge thieves with catalytic converter theft.

The combined efforts of installing Flock ALPR cameras and implementing a catalytic converter etching event program provide a multi-faceted approach to effectively address both retail and catalytic converter theft, while also meeting the intent of the BSCC Organized Retail Theft grant program.

By combining these initiatives, the community benefits from enhanced surveillance capabilities and a stronger deterrent effect. The Flock ALPR cameras provide real-time monitoring and data collection, helping to identify and track vehicles involved in retail and catalytic converter theft. The catalytic converter etching event program adds an additional layer of security by making stolen converters more easily traceable, thus disrupting the supply chain for thieves.

Moreover, the integrated approach aligns with the objectives of the BSCC Organized Retail Theft grant program. The grant program aims to reduce organized retail theft, automobile and auto accessory theft, and their associated criminal activities. By investing in Flock ALPR technology and implementing catalytic converter etching events, this proposal fulfills the BSCC grant’s intent.

Project
Organizational
Capacity and
Coordination

The successful operation of the project will require the dedication of sworn and civilian staff members. The Administrative Lieutenant brings a wealth of experience including project and personnel management, budgeting, and operations and grant management experience. His education includes a Masters in Organizational Leadership, Bachelor’s in Criminal Justice Management and numerous training certification in police investigations and management. Detectives and Officers also bring outstanding qualities and skills necessary for overseeing the Catalytic Converter Etching Events. Each detective possesses relevant experience in crime prevention, community engagement and event management with each possessing certification from the Robert Presley Institute of Criminal Investigations as investigators including all as homicide detectives.

Civilian staff members bring grant management and data collection and analysis experience to the project. This professional staff have all received ongoing training in data collection, entry and analysis, with the Records Supervisor having near 30 years of experience as a member of the Police Department.

Black and White Towing will play a crucial role as a partner agency in the project. Their involvement will primarily focus on providing logistical support, including providing equipment to facilitate the etching and marking of catalytic converters. Black and White Towing has a proven track record of reliable service and has demonstrated a

commitment to community engagement and public safety. In addition, the owner of the company has previous experience as a former San Fernando Police Chief. A contract or Memorandum of Understanding (MOU) will be executed between our organization and Black and White Towing, outlining their specific responsibilities, timeline, and financial arrangements.

The project will operate under a clear management structure, with oversight provided by the Administrative Lieutenant, who will ensure effective implementation and coordination of project activities.

Decisions related to project operations, resource allocation, and strategic direction will be made by the Administrative Lieutenant following established direction and policy set forth by the Department, City Administration and Council. The project team will work with partnering agency representatives, Flock Safety, Department staff, and relevant stakeholders to assure the project's success. Regular meetings and communication channels will be established to facilitate timely decision-making and foster a collaborative approach.

Contracts or MOUs with Flock Safety and Black and White Towing, will be executed within the first quarter of the project implementation. These agreements will clearly define the roles, responsibilities, and expectations of each party involved, ensuring a smooth and coordinated execution of the project activities. The contract with Flock Safety will be presented to City Council for approval within a month of grant approval and funding acceptance.

Sustainability of the Project:

While the project is limited in term due to grant funding constraints, sustainability planning is an integral part of our approach. We recognize the importance of sustaining the project's impact beyond the grant period. To achieve this, we will explore opportunities for leveraging additional funding sources to maintain a contract with Flock Safety and will seek partnerships with local businesses and community organizations. By building strong community support and demonstrating the project's effectiveness, we aim to secure long-term sustainability beyond the expiration of grant funds. Because the etching equipment is to be purchased with grant funds, the Catalytic Converter Etching Events will be continued beyond the grant term. In summary, the Theft Prevention Project will utilize existing staff resources, including qualified sworn and civilian personnel. The Department contract with Flock Safety and will partner with Black and White Towing to ensure efficient operation. Clear management structures, decision-making processes, and contractual agreements will be established. Furthermore, sustainability planning will be implemented to secure the project's longevity beyond the grant period, involving community engagement and exploring additional funding opportunities.

**Project Evaluation
and Monitoring**

A team within the City of San Fernando Police Department, consisting of the Lieutenant commanding the Administrative Services Division, the Detective Sergeant, the Management Analyst, and the Detective of Special Investigations and Community Engagement. will oversee project evaluation and monitoring. They will review and adopt a project timeline for monitoring, implementation, and service delivery.

The Administrative Lieutenant will ensure that training for all personnel and scheduling of special events for catalytic converter etching are conducted in a timely manner. As noted in the budget, the City will utilize our auditing firm, Van Landt and Fahkanel, LLC, to review expenditures and project activities.

Monitoring activities will be integrated throughout the project's lifecycle and include:

Start-up

To establish a baseline/timeline we will gather initial data on retail and catalytic converter theft incidents, response times, and customer satisfaction levels using current performance measurement data and Department Field Service Audits; identify additional key areas of improvement based on the project's needs assessment and baseline data; review key project implementation activities in comparison to the project timeline; conduct weekly project meetings during the initial implementation phases, led by the Administrative Lieutenant, to ensure timeline adherence, identify any shortcomings, make adjustments, and achieve successful project implementation.

Implementation

The Management Analyst will collaborate with the Administrative Lieutenant and project personnel to collect data on the progress of ALPR camera installations, the number of etching events conducted, and participation rates. The Department will regularly monitor and collect data on the effectiveness of ALPR cameras and etching events. The Administrative Services Lieutenant will lead monthly meetings to review data and activities. Additional feedback mechanisms will be implemented, as necessary, to gather input from retailers and community members to assess their satisfaction and identify any challenges.

Service Delivery Period

Analyze data to assess the impact of the implemented strategies on retail and catalytic converter theft incidents, response times, and customer satisfaction; evaluate process measures (e.g., number of trained support agents, number of installed cameras) and outcome measures (e.g., reduction in theft incidents, increased participation in etching events) to gauge project effectiveness.; and prepare quarterly reports on the project's progress, findings, and recommendations for key stakeholders.

Process Measures: install 37 cameras in specified locations within 6 months; train personnel on ALPR Technology during the first deployment period after City Council approval; develop and disseminate informational materials and presentations to community groups; and engage with local retailers via Business Watch and retailer-specific meetings.

Outcome Measures: Increase public/retailer understanding and acceptance of Flock ALPR technology; ensure all 37 cameras are functioning and in full use by the beginning of the grant service period; provide necessary knowledge and skills to all sworn members and relevant civilian personnel use of Flock Technology by April 1, 2024; reduce the number of retail and catalytic converter theft incidents, increase the rate of crimes solved; increase reports of retail crimes and feedback.; and demonstrate a reduction in retail thefts through crime statistics.

Data Collection:

Gather data on retail theft and catalytic converter theft from police department records, reports, attendance records, and feedback forms; track the number of officers trained and collect feedback on training effectiveness.

Document the number and location of installed ALPR cameras.

Record the number of etching events conducted, attendance, and participation. Monitor success in fulfilling requests for etching and determine ways to incorporate etching with other activities to meet community demand and needs.

Collect customer satisfaction ratings and retailer/community feedback; analyze the data to assess changes in theft incidents, response times, customer satisfaction, and participation rates.

Compare pre- and post-project data to measure the effectiveness of strategies and identify trends, patterns, areas needing improvement. The assessment of project outcomes will be measured through the Department's performance measures.

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 5: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.

Budget Attachment

[SFPD_BSCC_ORT_-_Budget.xlsx](#)

**SECTION V -
ATTACHMENTS**

This section list the attachments that are required at the time of submission, unless otherwise noted. Project Work Plan (Appendix B) - Mandatory Grantee Assurance for Non-Governmental Organizations (Appendix D) - Mandatory Local Impact Letter(s) (Appendix E) - Mandatory Letter(s) of Commitment (Appendix F) - If Applicable Policies Limiting Racial Bias - Refer to page 9 of the Proposal Instruction Packet - Mandatory Policies on Surveillance Technology - Refer to page 9 of the Proposal Instruction Packet - If Applicable Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G) - Mandatory Governing Board Resolution (Appendix H) - Optional

Project Work Plan (Appendix B)

[SFPD_BSCC_ORT_-_Project-Work-Plan.docx](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[SFPD_BSCC_ORT_-_Appendix_D_-_NGO_Assurances.pdf](#)

Local Impact Letter(s) (Appendix E)

SFPD_BSCC_ORT_Grant_-_Local_Impact_Letter.docx

Letter(s) of Commitment, (Appendix F)

Black_White_Towing_Letter_of_Commitment.pdf

Policies Limiting Racial Bias

Bias-Based_Policing.pdf

Policies on Surveillance Technology

Public_Safety_Video_Surveillance_System.pdf

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G)

SFPD_BSCC_ORT_-_Appendix_G_-_Cert._of_Compliance.pdf

OPTIONAL: n/a
Governing Board
Resolution (Appendix
H)

OPTIONAL: n/a
Bibliography

CONFIDENTIALITY NOTICE: **All documents submitted as a part of the Organized Retail Theft Prevention Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

Appendix B: Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for three (3) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

(1) Goal:	> Enhance security measures to combat retail theft and catalytic converter theft.		
Objectives (A., B., etc.)	<p>A. Install 37 Flock Safety Falcon Automated License Plate Reader (ALPR) cameras near retail areas, major thoroughfares, and entrances/exits to the City within 6 months of grant approval.</p> <p>B. Train police department sworn and civilian personnel with the necessary skills and knowledge to effectively utilize the Flock Safety Cameras, thus maximizing their potential for crime prevention, suspect identification, and successful investigations.</p>		
Process Measures and Outcome Measures:	<p>Process Measure: Installation of 37 cameras in specified locations within 6 months.</p> <p>Outcome measure: All 37 cameras will be functioning and in full use by the beginning of the grant service period.</p> <p>Process measure: Conduct training on Flock ALPR technology during shift roll call for each of the four SFPD Deployment Teams and the detectives for the duration of the first Deployment Period following acceptance of funding and the Flock agreement execution.</p> <p>Outcome measure: All sworn members and relevant civilian personnel will have the necessary knowledge and skills to implement use of Flock cameras by April 1, 2024.</p> <p>Outcome measure: Reduction in number of retail theft and catalytic converter theft incidents and increase in crimes solved.</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date

<ol style="list-style-type: none"> 1. Ensure viability of locations for camera installations by Month 1. 2. Collaborate with Flock Safety to install 34 cameras on existing infrastructure and 3 cameras on Flock Safety poles by Month 4. 3. Ensure cameras are fully operational by Month 5. 4. Schedule training for Watch Commanders by Month 5 5. Implement schedule of training of Officers during roll calls. 	Administrative Lieutenant Flock Technicians Public Works Supervisor Management Analyst IT Systems Administrator IT Services personnel Flock personnel Records Manager Sergeants/Watch Commanders Detectives	> October 1, 2023	> April 1, 2024
List data and sources to be used to measure outcomes: <ol style="list-style-type: none"> 1. Installation of 37 cameras in specified locations within 6 months. <ol style="list-style-type: none"> a. Data: Number of Cameras installed, installation completion dates, and locations of installed cameras. b. Source: project management records and/or documentation from Flock Installation team. Verified testing of equipment. 2. All 37 cameras functioning and in full use by the beginning of the grant service period. <ol style="list-style-type: none"> a. Data: Number of functioning cameras and camera functionality status, date when all cameras are deemed functional b. Source: Inspection reports and confirmation from Flock Safety. Verified functionally through system testing. 3. Conduct training on use of Flock ALPR technology during shift roll calls for each of the four deployment teams and detectives for the duration of at least one Deployment period (4 weeks) <ol style="list-style-type: none"> a. Data: Number of shift roll calls and training sessions, roll call attendance rosters b. Source: Deployment Period schedules, attendance records/Sergeant Logs 4. All sworn and relevant civilian personnel will have necessary knowledge and skills to successfully use Flock ALPRs by April 1, 2024. <ol style="list-style-type: none"> a. Number of sworn and civilian personnel using technology, training documentation, records from Flock Safety. Verification through physical observation in training environment. 			

(2) Goal:	> Educate the public about Flock ALPR technology and its benefits		
Objectives (A., B., etc.)	<p>A. Develop clear and concise informational materials about the purpose, capabilities, and benefits of ALPR technology within 3 months of grant approval.</p> <p>B. Disseminate materials through the City of San Fernando website, social media platforms, public forums and community meetings within 4 months of grant approval.</p> <p>C. Present information about technology to Business Watch and Neighborhood Watch groups within 1 month of cameras being functional.</p> <p>D. Present demonstration of technology at SFPD Open House in May 2024, 2025, and 2026.</p> <p>E. Press releases announcing receipt of grant, implementation of program and various arrests related to the technology.</p> <p>F. Publicize arrests related to technology on crime blotter.</p>		
Process Measures and Outcome Measures:	<p>Process Measure: Development and dissemination of informational materials and presentations to community groups.</p> <p>Outcome Measure: Increase in public/retailer understanding and acceptance of Flock ALPR technology.</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
<ol style="list-style-type: none"> Gather data and develop public information materials and presentations. Disseminate materials via City website, social media platforms and present information in public forums and community meetings (Business Watch, Neighborhood Watch, Transportation and Public Safety Committee) Develop materials for Department Open House. Begin tracking statistics for Department Performance Measures for use when presenting information. Develop and distribute press releases 	<p>Administrative Lieutenant Management Analyst Records Manager Detective Sergeant Detective in charge of Business and Neighborhood Watch meetings. Sergeants charged with attending Transportation and Public Safety Commission.</p>	> October 1, 2023	> December 31, 2026

List data and sources to be used to measure outcomes:

Data: Feedback from public forums and community meetings

Source: Surveys and feedback forms

Data: Website and Social Media Engagement

Source: Analytics and User Feedback

Data: Attendance and feedback from Business Watch and Neighborhood Watch meetings

Source: Meeting attendance logs, notes, feedback forms.

Data: Press release distribution

Source: Copies of press releases with publication dates

(3) Goal:	> Educate and establish partnerships with local retailers		
Objectives (A., B., etc.)	<p>A. Using materials developed for Goal 2 above, educate retailers about ALPR technology, its applications, and benefits, within 4 months of grant approval.</p> <p>B. Establish monthly contact with retailers to build relationships</p>		
Process Measures and Outcome Measures:	<p>Process Measure: Engagement with local retailers via Business watch and retailer specific meetings.</p> <p>Outcome Measure: Increased reporting of retail crimes and feedback from retailers. Reduction in retail thefts demonstrated by crime stats.</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
<p>1. Gather data and develop flyers and informational materials to distribute to retailers.</p> <p>2. Develop schedule for contacting local retailers</p> <p>3. Develop surveys for retailers</p> <p>4. Track reports of retail crimes</p>	<p>Management Analyst</p> <p>Sworn Officers</p> <p>Records Manager</p> <p>Detectives for Retail Crimes and Special Enforcement</p>	October 1, 2023	December 31, 2026
<p>List data and sources to be used to measure outcomes:</p> <p>Data: Retailer participation and feedback</p> <p>Source: Surveys and participation in Business Watch meetings</p> <p>Data: Number of reported retail crimes</p> <p>Source: Police Department records and incident reports.</p>			

(4) Goal:	> Establish interagency collaboration with other Flock users for effective crime prevention and increased crimes solved.		
Objectives (A., B., etc.)	A. Schedule initial meetings with other agencies using Flock ALPR within 6 months of grant award. B. Develop a plan for regular contact with agencies and establish protocols for collaboration within 3 months of initial meetings with outside agencies.		
Process Measures and Outcome Measures:	Process Measure: Engagement and Collaboration with agencies using Flock ALPR technology. Outcome Measure: Established relationships with agencies using Flock technology. Documentation of monthly meetings.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Develop and/or acquire list of other agencies in Los Angeles County Region who are using Flock technology. 2. Schedule and/or participate in monthly zoom, phone, or in-person meetings with representatives from agencies. 3. Develop collaboration protocol.	Administrative Lieutenant Management Analyst Detective, Community and Special Enforcement Detective Bureau Sergeant	October 1, 2023	May 1, 2024
List data and sources to be used to measure outcomes: Data: Agreements and protocols with other agencies. Sources: Documentation, shared data, solved crimes			

(5) Goal:	> Implement quarterly Catalytic Converter Etching Events to proactively prevent catalytic converter theft.		
Objectives (A., B., etc.)	A. Order INSTAetch Catalytic Converter Etching Device, coveralls, stencils, canopy, and signs within one month of grant approval and acceptance by City Council. B. Develop schedule of Etching Events within one month of grant approval. C. Develop advertising information materials for dissemination at least one month ahead of first scheduled event. D. Conduct quarterly Etching Events with proper staffing and equipment beginning by January 2024.		

Process Measures and Outcome Measures:	Process Measure: Conduct a minimum of one Etching Event every three months. Outcome Measure: Number of catalytic converters etched (etch at least 100 cars per event) and a decrease in the number of catalytic converter thefts.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Purchase four pairs of coveralls, etching device, stencils, spray paint, and signage. 2. Develop flyers and other advertising materials for social media, website, and news media. 3. Flyers will be distributed through City water bills each year. 4. Schedule locations for Etching Events. 5. Determine staff to provide etching services and provide practice time with etching device. 6. Coordinate with Black/White Towing to schedule and conduct first Etching Event and quarterly events thereafter.	Management Analyst Detective Sergeant Administrative Lieutenant Black/White Towing	October 1, 2023	December 31, 2023
List data and sources to be used to measure outcomes: Data: Number of etching events conducted Source: Project documentation and event records Data: Attendance at etching events Source: Event sign-in sheets and registration forms Data: Number of vehicle with etched catalytic converters Source: Etching event records Data: Incidents of catalytic converter theft Source: Police Department records and incident reports.			



Organized Retail Theft Prevention Grant Program - Project Budget and Budget Narrative		
Name of Applicant: City of San Fernando Police Department		
44-Month Budget: October 1, 2023 to June 1, 2027		
Note: Rows 7-16 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)		
Budget Line Item	Total	
1. Salaries & Benefits	\$39,204.00	
2. Services and Supplies	\$349,960.00	
3. Professional Services or Public Agencies	\$2,230.00	
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00	
5. Data Collection and Evaluation	\$75,000.00	
6. Equipment/Fixed Assets	\$0.00	
7. Financial Audit (Up to \$25,000)	\$25,000.00	
8. Other (Travel, Training, etc.)	\$3,570.00	
9. Indirect Costs	\$0.00	
TOTAL		\$494,964.00
1a. Salaries & Benefits		
Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
Detective 1 to be paid overtime for 6 hours at 3 Catalytic Converter Etching Events - Years 1, 2 & 3	Year 1: \$165/hour (including benefits) for 6 hours = \$990 per event for 3 events/year = \$2970/year Year 2: \$170/hour (including benefits) for 6 hours = \$1020 per event for 3 events/year = \$3060/year Year 3: \$175/hour (including benefits) for 6 hours = \$1050 per event for 3 events/year = \$3150/year	\$9,180.00
Detective 2 Overtime for 6 hours at 3 Catalytic Converter Etching Events - Years 1, 2, & 3	Year 1: \$165/hour (including benefits) for 6 hours = \$990 per event for 3 events/year = \$2970/year Year 2: \$170/hour (including benefits) for 6 hours = \$1020 per event for 3 events/year = \$3060/year Year 3: \$175/hour (including benefits) for 6 hours = \$1050 per event for 3 events/year = \$3150/year	\$9,180.00
FTO 1 Overtime for 6 hours at 3 Catalytic Converter Etching Events - Years 1, 2, & 3	Year 1: \$163/hour (including benefits) for 6 hours = \$978 per event for 3 events/year = \$2934/year Year 2: \$168/hour (including benefits) for 6 hours = \$1008 per event for 3 events/year = \$3024/year Year 3: \$173/hour (including benefits) for 6 hours = \$10038 per event for 3 events/year = \$3114/year	\$9,342.00
FTO 2 Overtime for 6 hours at 3 Catalytic Converter Etching Events - Years 1, 2, & 3	Year 1: \$163/hour (including benefits) for 6 hours = \$978 per event for 3 events/year = \$2934/year Year 2: \$168/hour (including benefits) for 6 hours = \$1008 per event for 3 events/year = \$3024/year Year 3: \$173/hour (including benefits) for 6 hours = \$10038 per event for 3 events/year = \$3114/year	\$9,342.00
Cadet 1 to assist with registration for Catalytic Converter Events	Year 1: \$19.00/hour for 6 hours = \$113 per event for 3 events/year = \$342/year Year 2: \$20.00/hour for 6 hours = \$120 per event for 3 events/year = \$360/year Year 3: \$21.00/hour for 6 hours = \$126 per event for 3 events/year = \$378/year	\$1,080.00
Cadet 2 to assist with registration for Catalytic Converter Events	Year 1: \$19.00/hour for 6 hours = \$113 per event for 3 events/year = \$342/year Year 2: \$20.00/hour for 6 hours = \$120 per event for 3 events/year = \$360/year Year 3: \$21.00/hour for 6 hours = \$126 per event for 3 events/year = \$378/year	\$1,080.00
		\$0.00
		\$0.00
TOTAL		\$39,204.00
1b. Salaries & Benefits Narrative:		
Two 2-person teams will work on etching and marking catalytic converters. Two officers will etch, while the other two will act as safety persons. Two cadets will assist with registration and other clerical duties at each quarterly event.		
2a. Services and Supplies		
Description of Services or Supplies	Calculation for Expenditure	Total
Flock Safety Falcon LPR Year 1	37 Cameras @ \$3,000 each, Installation of 3 Cameras on Flock Poles @ \$650 each, and 34 Cameras @ \$150 each	\$118,050.00
Flock Safety Falcon LPR Year 2	37 Cameras @ \$3000 each	\$111,000.00
Flock Safety Falcon LPR Year 3	37 Cameras @ \$3000 each	\$111,000.00
Mark3dotpeen Etching Device with etchTab8 8"Android "Insta Etched" Tablet Computer and Shipping	1 INSTAetch Device @ \$6286, 1 eight-inch tablet @ \$200, shipping @ \$79	\$6,565.00
Stencils and Spray Paint	Set of 2 Stencils @ \$50, Spray Paint (VHT Flameproof Coating Very High Heat Flat Orange - case of 6) 18 cases @ \$82/case	\$1,526.00
Coveralls embroidered with SFPD Badge, Work Gloves, Safety Goggles	4 Coveralls @ \$60.00 each (\$240 total), 4 Pairs Men's Work Gloves @ \$12 each (\$48 total), 5-pack safety goggles @ \$31, Cleaning of Overalls \$5	\$319.00
Canopy	1 @ 1,500	\$1,500.00
		\$0.00
TOTAL		\$349,960.00
2b. Services and Supplies Narrative:		

Flock Safety Falcon LPR is an infrastructure free license plate reader camera that captures unique vehicle attributes such as vehicle type, make, color, registration, missing or covered plates, bumper stickers, decal, roof racks, and bike racks. The cost of each license plate reader camera is \$3,000 annually. Thirty-four cameras will be installed on existing infrastructure at a cost of \$150 each. Three cameras will be installed with new infrastructure at a cost of \$650 each. Installation costs are one-time costs and include site & safety assessment, camera setup and testing, shipping and handling. The Year 1 project cost will be \$118,050. The project cost for Years 2 and 3 will be \$111,000. Total fixed asset costs are \$340,050.

The services and supplies budget includes safety clothing and etching/markings supplies for the Catalytic Converter Etching Events. Supplies include INSTAetch device, stencils, spray paint (VHT Flameproof Coating Very High Heat Flat Orange), work coveralls, work gloves (HANDLANDY Mens Work Gloves Wear Resistant, Breathable & Flexible Mechanic Working Gloves), and safety goggles (YunTuo 5 Pack Safety Goggles, Protective Safety Glasses, Soft Crystal Clear Eye Protection). Pop-up canopy with PD's logo will also be purchased for shade while residents wait for their vehicles.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Sign Printing for Catalytic Converter Etching Events	4 Foam Posters (24 x 36) @ \$70 each	\$280.00
Flyer Printing for Catalytic Converter Etching Events	5000 full-color, double-sided flyers per year @ \$650 (for 3 years)	\$1,950.00
Black/White Towing	2 Tow Trucks and Drivers for each Catalytic Converter Event - Free of Charge	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$2,230.00

3b. Professional Services Narrative

Printing services will assist with publicity efforts for the Catalytic Converter Etching Events. Flyers will be sent out each year with water bills and give residents information for each event and information on where to sign up for the events. Posters will be used at the events and flyers will be used to advertise events. Black and White Towing, a local towing company has agreed to provide trucks and drivers at each event, free of charge.

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

4b. Non-Governmental Organization (NGO) Subcontracts Narrative

NA

5a. Data Collection and Evaluation

Description of Data Collection and Evaluation	Calculation for Expense	Total
Data Collection and Evaluation Expense		\$75,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$75,000.00

5b. Data Collection and Evaluation Narrative

Pursuant to the grant requirement, \$75,000 is included for data collection and evaluation of the grant project.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

6b. Equipment/Fixed Assets Narrative

NA - Equipment to be acquired with grant funds does not fit the fixed asset requirements in the instructions.

7a. Financial Audit

Description	Calculation for Expense	Total
Financial Audit by Van Landt and Fahkanel, LLC - Audit Firm		\$25,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$25,000.00

7b. Financial Audit) Narrative:

Pursuant to grant requirements, the financial Audit will be conducted by City's Outside auditing firm

8a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Travel to Sacramento for Grantee Meetings	Southwest Airline Roundtrip Ticket \$400 x 2 SFPD staff members (each year for 3 years)	\$2,400.00
Hotel Stay in Sacramento	1 night, 2 rooms @ \$150/each (each year for 3 years)	\$900.00
Meals	\$45 each for 2 staff members (each year for 3 years)	\$270.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$3,570.00

8b. Other (Travel, Training, etc.) Narrative:

Travel includes airfare, a one-night hotel stay, and meals at City reimbursement rate.

9a. Indirect Costs

For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:	Grant Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization does not have a federally approved indirect cost rate.	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	\$0	
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	\$0	
<i>Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red, please adjust it to not exceed the line-item noted.</i>	\$0	\$0
TOTAL		

9b. Indirect Costs Narrative:

NA

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
MARY SOLORIO

July 7, 2023

State of California BCSS
2590 Venture Oaks Way, Ste 200
Sacramento, CA 95833

SUBJECT: Impact of City of San Fernando Police Department Theft Prevention Project

The City of San Fernando Police Department is proposing a Theft Prevention Project using BSCC Organized Retail Theft Grant funds. If awarded, the City will install 37 Flock cameras in strategic areas throughout the city, including ingress and egress points, retail locations, and at major thoroughfares. The impact of this portion of the project will be positive in that it will assist in solving theft crimes, deterring from, as well as apprehending individuals engaging in retail and catalytic converter theft. This project will also create a robust network for community collaboration in addressing safety concerns.

The City of San Fernando Police Department will also implement quarterly Catalytic Converter Etching Events. These events will serve to reduce the number of catalytic converter thefts within the community and will assist in the recovery of stolen catalytic converters as well as prosecution of individuals involved in the theft of these devices.

Implementation of the City's Theft Prevention Project as outlined in the grant proposal will positively impact businesses and residents by deterring criminal behavior, promoting collaboration between residents, businesses and the Police Department, and increasing the sense of well-being within the community.

Sincerely,

Chief Fabian Valdez
Chief of Police

POLICE DEPARTMENT

**910 FIRST STREET
SAN FERNANDO
CALIFORNIA
91340**

**OFFICE OF THE
POLICE CHIEF
(818) 898-1250**

**DETECTIVE DIVISION
(818) 898-1256**

**PATROL DIVISION
(818) 898-1267**

**RECORDS DIVISION
(818) 898-1281**

**SUPPORT SERVICES
DIVISION
(818) 898-1267**

WWW.SFCITY.ORG

BLACK & WHITE

Since 1946

June 26, 2023

Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Re: The Organized Retail Theft Prevention Grant Program

This letter is being submitted to document that Black & White Towing Inc., supports and agrees to collaborate with the City of San Fernando Police Department on its Organized Retail Theft Prevention Grant Program proposal.

As a part of this grant, Black & White Towing Inc. supports the City of San Fernando Police Department's Theft Prevention Project. We agree to work with San Fernando Police Department to ensure the success of the Theft Prevention Project by providing two tow operators and two tow trucks for six hours each, four times annually. The tow operators will perform vehicle lifts with the tow trucks to allow San Fernando Police Department Staff to etch catalytic convertors mounted underneath the vehicles.

Black & White Towing Inc. is proud to collaborate in this community outreach effort in supporting the prevention or deterrent in the proliferation of catalytic convertors thefts.

Signed by:



Robert Ordelleide

President/CEO

Black & White Towing Inc.

10857 San Fernando Road, Pacoima, CA 91331

Phone: (818) 896-9511 Fax: (818) 896-1031

**Policy
401****San Fernando Police Department**

San Fernando PD Policy Manual

Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to Department employees that affirms the San Fernando Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the Department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach, partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Penal Code § 13519.4).

401.2 POLICY

The San Fernando Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this Department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.3.1 CALIFORNIA RELIGIOUS FREEDOM ACT

Employees shall not collect information from a person based on religious belief, practice, affiliation, national origin or ethnicity unless permitted under state or federal law (Government Code § 8310.3).

Employees shall not assist federal government authorities (Government Code § 8310.3):

- (a) In compiling personal information about a person's religious belief, practice, affiliation, national origin or ethnicity.
- (b) By investigating, enforcing or assisting with the investigation or enforcement of any requirement that a person register with the federal government based on religious belief, practice, or affiliation, or national origin or ethnicity.

San Fernando Police Department

San Fernando PD Policy Manual

Bias-Based Policing

401.4 EMPLOYEE RESPONSIBILITIES

Every employee of this Department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Employees should, when reasonable to do so, intervene to prevent any biased-based actions by another employee.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING OF STOPS

Unless an exception applies under 11 CCR 999.227, commencing January 1, 2022, an officer conducting a stop of a person shall collect the data elements required by 11 CCR 999.226 for every person stopped and prepare a stop data report. When multiple officers conduct a stop, the officer with the highest level of engagement with the person shall collect the data elements and prepare the report (11 CCR 999.227).

If multiple agencies are involved in a stop and the San Fernando Police Department is the primary agency, the San Fernando Police Department officer shall collect the data elements and prepare the stop data report (11 CCR 999.227).

The stop data report should be completed by the end of the officer's shift or as soon as practicable (11 CCR 999.227).

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) The Chief Of Police or his/her designee should periodically review MAV recordings, portable audio/video recordings, Mobile Digital Terminal (MDT) data and any other available resource used to document contact between officers and the public to ensure compliance with the policy.
 - (a) The Chief of Police or his/her designee should document these periodic reviews.

San Fernando Police Department

San Fernando PD Policy Manual

Bias-Based Policing

- (b) Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any employee of this Department who discloses information concerning bias-based policing.

401.6 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE

The Chief of Police or his/her designee shall ensure that all data required by the California Department of Justice (DOJ) regarding complaints of racial bias against officers is collected and provided to the Records Supervisor for required reporting to the DOJ (Penal Code § 13012; Penal Code § 13020). See the Records Bureau Policy.

Supervisors should ensure that data stop reports are provided to the Records Supervisor for required annual reporting to the DOJ (Government Code § 12525.5) (See Records Bureau Policy). Such annual reports shall be submitted annually with the first round of such reports due on or before April 1, 2023.

401.7 ADMINISTRATION

Each year, the Support Services Commander should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police.

The annual report should not contain any identifying information about any specific complaint, member of the public or officers. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service.

Supervisors should review the annual report and discuss the results with those they are assigned to supervise.

401.8 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the Training supervisor.

- (a) All sworn officers of this Department will be scheduled to attend Peace Officer Standards and Training (POST)-approved training on the subject of bias-based policing.
- (b) Pending participation in such POST-approved training and at all times, all officers of this Department are encouraged to familiarize themselves with and consider racial and cultural differences among members of this community.
- (c) Each sworn officer of this Department who received initial bias-based policing training will thereafter be required to complete an approved refresher course every five years, or sooner if deemed necessary, in order to keep current with changing racial, identity and cultural trends (Penal Code § 13519.4(i)).

**Policy
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Public Safety Video Surveillance System

341.1 PURPOSE AND SCOPE

This policy provides guidance for the placement and monitoring of department public safety video surveillance, as well as the storage and release of the captured images.

This policy only applies to overt, marked public safety video surveillance systems operated by the Department. It does not apply to mobile audio/video systems, covert audio/video systems or any other image-capturing devices used by the Department.

341.2 POLICY

The San Fernando Police Department operates a public safety video surveillance system to complement its anti-crime strategy, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community.

Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

341.3 OPERATIONAL GUIDELINES

Only department-approved video surveillance equipment shall be utilized. Employees authorized to monitor video surveillance equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists. The Chief of Police or the authorized designee shall approve all proposed locations for the use of video surveillance technology and should consult with and be guided by legal counsel as necessary in making such determinations.

341.3.1 PLACEMENT AND MONITORING

Camera placement will be guided by the underlying purpose or strategy associated with the overall video surveillance plan. As appropriate, the Chief of Police should confer with other affected City divisions and designated community groups when evaluating camera placement. Environmental factors, including lighting, location of buildings, presence of vegetation or other obstructions, should also be evaluated when determining placement.

The cameras shall only record video images and not sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high-value or high-threat areas. The public video surveillance system may be useful for the following purposes:

- (a) To prevent, deter and identify criminal activity.
- (b) To target identified areas of gang and narcotics complaints or activity.
- (c) To respond to critical incidents.

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Public Safety Video Surveillance System

- (d) To assist in identifying, apprehending and prosecuting offenders.
- (e) To document officer and offender conduct during interactions to safeguard the rights of the public and officers
- (f) To augment resources in a cost-effective manner.
- (g) To monitor pedestrian and vehicle traffic activity.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. Images should be transmitted to monitors installed in the office and the Communications Center. When activity warranting further investigation is reported or detected at any camera location, the available information should be provided to responding officers in a timely manner. The Watch Commander or trained the Communications Center personnel are authorized to adjust the cameras to more effectively view a particular area for any legitimate public safety purpose.

The Chief of Police may authorize video feeds from the public safety video surveillance system to be forwarded to a specified location for monitoring by other than police personnel, such as allied government agencies, road or traffic crews, or fire or emergency operations personnel.

Unauthorized recording, viewing, reproduction, dissemination or retention is prohibited.

341.3.2 CAMERA MARKINGS

All public areas monitored by public safety surveillance equipment shall be marked in a conspicuous manner with appropriate signs to inform the public that the area is under police surveillance. Signs should be well lit, placed appropriately and without obstruction to ensure visibility.

341.3.3 INTEGRATION WITH OTHER TECHNOLOGY

The Department may elect to integrate its public safety video surveillance system with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, facial recognition and other video-based analytical systems may be considered based upon availability and the nature of department strategy.

The Department should evaluate the availability and propriety of networking or otherwise collaborating with appropriate private sector entities and should evaluate whether the use of certain camera systems, such as pan-tilt-zoom systems and video enhancement or other analytical technology, requires additional safeguards.

341.4 VIDEO SUPERVISION

Supervisors should monitor video surveillance access and usage to ensure employees are within department policy and applicable laws. Supervisors should ensure such use and access is appropriately documented.

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Public Safety Video Surveillance System

341.4.1 VIDEO LOG

A log should be maintained at all locations where video surveillance monitors are located. The log should be used to document all persons not assigned to the monitoring locations who have been given access to view or monitor images provided by the video surveillance cameras. The logs should, at a minimum, record the:

- (a) Date and time access was given.
- (b) Name and agency of the person being given access to the images.
- (c) Name of person authorizing access.
- (d) Identifiable portion of images viewed.

341.4.2 PROHIBITED ACTIVITY

Public safety video surveillance systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video surveillance equipment shall not be used in an unequal or discriminatory manner and shall not target individuals or groups based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.

Video surveillance equipment shall not be used to harass, intimidate, or discriminate against any individual or group.

341.5 STORAGE AND RETENTION OF MEDIA

All downloaded media shall be stored in a secure area with access restricted to authorized persons. A recording needed as evidence shall be copied to a suitable medium and booked into evidence in accordance with established evidence procedures. All actions taken with respect to retention of media shall be appropriately documented.

The type of video surveillance technology employed and the manner in which recordings are used and stored will affect retention periods. The recordings should be stored and retained in accordance with the established records retention schedule and for a minimum of one year. Prior to destruction, written consent shall be obtained from the City Attorney. If recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved (Government Code § 34090.6).

Any recordings needed as evidence in a criminal or civil proceeding shall be copied to a suitable medium and booked into evidence in accordance with current evidence procedures.

341.5.1 EVIDENTIARY INTEGRITY

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, digital masking of innocent or uninvolved individuals to preserve anonymity, authenticity certificates and date and time stamping, shall be used as appropriate to preserve

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individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

341.6 RELEASE OF VIDEO IMAGES

All recorded video images gathered by the public safety video surveillance equipment are for the official use of the San Fernando Police Department.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for department public records.

Requests for recorded images from other law enforcement agencies shall be referred to the Support Services Commander for release in accordance with a specific and legitimate law enforcement purpose.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established department subpoena process.

341.7 VIDEO SURVEILLANCE AUDIT

The Chief of Police or the authorized designee will conduct an annual review of the public safety video surveillance system. The review should include an analysis of the cost, benefit and effectiveness of the system, including any public safety issues that were effectively addressed or any significant prosecutions that resulted, and any systemic operational or administrative issues that were identified, including those related to training, discipline or policy.

The results of each review shall be appropriately documented and maintained by the Chief of Police or the authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly addressed.

341.8 TRAINING

All department employees authorized to operate or access public video surveillance systems shall receive appropriate training. Training should include guidance on the use of cameras, interaction with dispatch and patrol operations and a review regarding relevant policies and procedures, including this policy. Training should also address state and federal law related to the use of video surveillance equipment and privacy.

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APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster

	Name	Title	Organization / Agency
1	Ryan Allain	Director	Government Affairs, California Retailers Association
2	Chesa Boudin	Executive Director	Criminal Law & Justice Center – UC Berkeley School of Law
3	Michelle Brown	Retired Chief Probation Officer	San Bernardino County
4	Derek Casebeer	Chief Deputy	Sacramento County Probation Department
5	Tracie Cone	Public Information Officer	Board of State and Community Corrections
6	Jason Craven	Officer	CA Highway Patrol Organized Retail Crime Task Force & Sacramento County Auto Theft Suppression Task Force
7	Jason Daughrity	Retired CHP Captain	Commander of Field Support Section
8	Sandra Dinong	Associate Governmental Program Analyst	Board of State and Community Corrections
9	Evonne Garner	Retired Deputy Director	Board of State and Community Corrections
10	Mary Jolls	Retired Deputy Director	Board of State and Community Corrections
11	Nicole Kirkaldy	Restorative Justice and Diversion Program Director	Yolo County District Attorney's Office
12	Mercedes Morales	Associate Governmental Program Analyst	Board of State and Community Corrections
13	Ryan Okimura	Staff Services Manager I	Board of State and Community Corrections
14	Nancy O'Malley	Retired District Attorney	Alameda County
15	Chelsea Paez	Staff Services Manager I	Board of State and Community Corrections
16	Bao Phan	Associate Governmental Program Analyst	Board of State and Community Corrections
17	Rodney Rego	Captain	Elk Grove Police Department
18	Michelle Solorzano	Sr. Project Manager	City of El Monte
19	Ashley Taylor	Associate Governmental Program Analyst	Board of State and Community Corrections
20	Eric Taylor	Sheriff	San Benito County

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APPENDIX B: Grantee Assurance for Non-Governmental Organizations

The Organized Retail Theft Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)¹ providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Organized Retail Theft Grant Program Grant funds (as either a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Organized Retail Theft Grant Program grantee;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address within California. (An agent for service of process with a California address is insufficient.)

Completing the NGO Assurance (Following Page)

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known),
3. Check Yes or No to indicate if each contracted part meets the requirements
4. Sign and Submit to the BSCC

NOTE: If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the "Name of Contracted Party" field and sign the document.

¹ For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

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APPENDIX B: Grantee Assurance for Non-Governmental Organizations

Provide your agency name and in the table list information for all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

*Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)				
NAME OF AUTHORIZED OFFICER		TITLE		TELEPHONE NUMBER
STREET ADDRESS		CITY	STATE	ZIP CODE
EMAIL ADDRESS				
SIGNATURE X			DATE	



About Automatic License Plate Readers (ALPR)

The Problem: Violent Crime Is Not Going Away

Nationwide, cities are experiencing a disturbing rise in homicides and violence. The FBI's 2020 Crime Report shows a 30% increase in homicides from 2019 to 2020, the largest single-year increase recorded.

Over two-thirds of the country's most populous cities saw [even more homicides](#) in 2021.

One Solution: Technology that Detects Objective Evidence to Clear More Cases

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC.

ALPR devices assist law enforcement in solving crime in two ways:

- Proactive - ALPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected.
- Investigative - ALPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

Is ALPR effective ?

According to the National Conference of State Legislatures, when employed ethically and objectively, ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that ALPRs used by the Mesa, Ariz., Police Department resulted in "nearly 3 times as many 'hits' for stolen vehicles, and twice as many vehicle recoveries."

Communities with ALPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, 80 percent reduction in residential burglary, and a 40 percent reduction in robberies.

ALPR Provides Objective Evidence While Protecting Privacy

ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, ALPR cameras capture wholly-objective images of vehicles and license plates, providing a clear and actionable investigative lead.

ALPR Use Cases Include:

- **AMBER Alerts:** License plate readers in metro Atlanta were able to find a vehicle containing a kidnapped one-year-old, who had been taken from his mother at random off the street. The child was recovered unharmed. Some ALPR systems integrate directly with the National Center for Missing and Exploited Children's AMBER Alert system, sending real-time alerts to officers in seconds. [[New information released about 1-year-old's kidnapping](#)]
- **Silver Alerts:** Knoxville Police were able to locate a missing elderly man who suffers from dementia after he drove away in a family vehicle. ALPR technology has helped solve hundreds of Silver Alerts across the country. [[Missing man with dementia found using Flock camera](#)]
- **Firearm violence:** The Las Vegas Trail, a high-crime area in Fort Worth, TX, saw violent crime decrease by 22% in 2021 compared with the first nine months of 2019. Fort Worth Police attributed this drop partially to the license plate reader system implemented in the neighborhood during the same period of time. [[Crime is down 22% in Fort Worth's Las Vegas Trail. How neighbors and police made it safer](#)]
- **Organized theft:** Grafton, a growing village with a bustling retail district, is dealing with increased organized retail theft – Two-thirds of all the crimes reported to Grafton police in 2020 were retail thefts. Grafton Police have implemented a license plate reader system to identify vehicles that have been involved in thefts or have been stolen themselves. In one week alone, they recovered three stolen vehicles with drivers planning to engage in retail theft. [[Losses mount as retailers fight theft rings, accuse online storefronts of doing little to stop resale of stolen goods](#)]

Senate Bill No. 34

CHAPTER 532

An act to amend Sections 1798.29 and 1798.82 of, and to add Title 1.81.23 (commencing with Section 1798.90.5) to Part 4 of Division 3 of, the Civil Code, relating to personal information.

[Approved by Governor October 6, 2015. Filed with
Secretary of State October 6, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

SB 34, Hill. Automated license plate recognition systems: use of data.

(1) Existing law authorizes the Department of the California Highway Patrol to retain license plate data captured by license plate recognition (LPR) technology, also referred to as an automated license plate recognition (ALPR) system, for not more than 60 days unless the data is being used as evidence or for the investigation of felonies. Existing law prohibits the department from selling the data or from making the data available to an agency that is not a law enforcement agency or an individual that is not a law enforcement officer.

Existing law authorizes the department to use LPR data for the purpose of locating vehicles or persons reasonably suspected of being involved in the commission of a public offense, and requires the department to monitor the internal use of the data to prevent unauthorized use and to submit to the Legislature, as a part of the annual automobile theft report, information on the department's LPR practices and usage.

This bill would impose specified requirements on an "ALPR operator" as defined, including, among others, maintaining reasonable security procedures and practices to protect ALPR information and implementing a usage and privacy policy with respect to that information, as specified. The bill would impose similar requirements on an "ALPR end-user," as defined.

The bill would require an ALPR operator that accesses or provides access to ALPR information to maintain a specified record of that access and require that ALPR information only be used for authorized purposes.

The bill would, in addition to any other sanctions, penalties, or remedies provided by law, authorize an individual who has been harmed by a violation of these provisions to bring a civil action in any court of competent jurisdiction against a person who knowingly caused the harm.

The bill would require a public agency, as defined, that operates or intends to operate an ALPR system to provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program. The bill would also prohibit a public agency from selling, sharing, or transferring ALPR information, except to another public agency, as specified.

(2) Existing law requires any agency, and any person or business conducting business in California, that owns or licenses computerized data that includes personal information, as defined, to disclose in specified ways, any breach of the security of the system or data, as defined, following discovery or notification of the security breach, to any California resident whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Existing law defines “personal information” for these purposes to include an individual’s first name and last name, or first initial and last name, in combination with one or more designated data elements relating to, among other things, social security numbers, driver’s license numbers, financial accounts, and medical information.

This bill would include information or data collected through the use or operation of an automated license plate recognition system, when that information is not encrypted and is used in combination with an individual’s name, in the definition of “personal information” discussed above.

This bill would incorporate additional changes to Section 1798.29 of the Civil Code proposed by SB 570 and AB 964 that would become operative if this bill and one or both of those bills are enacted and this bill is enacted last.

This bill also would incorporate additional changes to Section 1798.82 of the Civil Code proposed by SB 570 and AB 964 that would become operative if this bill and one or both of those bills are enacted and this bill is enacted last.

The people of the State of California do enact as follows:

SECTION 1. Section 1798.29 of the Civil Code is amended to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after

the law enforcement agency determines that it will not compromise the investigation.

(d) Any agency that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language.

(2) The security breach notification shall include, at a minimum, the following information:

(A) The name and contact information of the reporting agency subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.

(3) At the discretion of the agency, the security breach notification may also include any of the following:

(A) Information about what the agency has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for an online account, and no other personal information defined in paragraph (1) of subdivision (g), the agency may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the agency and all other online accounts for which the person uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for login credentials of an email account furnished by the agency, the agency shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in subdivision (i) or by clear and conspicuous notice delivered to the resident online when the resident is connected to the

online account from an Internet Protocol address or online location from which the agency knows the resident customarily accesses the account.

(e) Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(f) For purposes of this section, “breach of the security of the system” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(g) For purposes of this section, “personal information” means either of the following:

(1) An individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver’s license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(h) (1) For purposes of this section, “personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, “medical information” means any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, “health insurance information” means an individual’s health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual’s application and claims history, including any appeals records.

(i) For purposes of this section, “notice” may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the agency has an email address for the subject persons.

(B) Conspicuous posting of the notice on the agency's Internet Web site page, if the agency maintains one.

(C) Notification to major statewide media and the Office of Information Security within the Department of Technology.

(j) Notwithstanding subdivision (i), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(k) Notwithstanding the exception specified in paragraph (4) of subdivision (b) of Section 1798.3, for purposes of this section, "agency" includes a local agency, as defined in subdivision (a) of Section 6252 of the Government Code.

SEC. 1.1. Section 1798.29 of the Civil Code is amended to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) Any agency that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

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(1) The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described in paragraph (2) under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

(A) The format of the notice shall be designed to call attention to the nature and significance of the information it contains.

(B) The title and headings in the notice shall be clearly and conspicuously displayed.

(C) The text of the notice and any other notice provided pursuant to this section shall be no smaller than 10-point type.

(D) For a written notice described in paragraph (1) of subdivision (i), use of the model security breach notification form prescribed below or use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

[NAME OF INSTITUTION / LOGO]		Date: [insert date]
NOTICE OF DATA BREACH		
What Happened?		
What Information Was Involved?		
What We Are Doing.		
What You Can Do.		

Other Important Information. [insert other important information]	
For More Information.	Call [telephone number] or go to [Internet Web site]

(E) For an electronic notice described in paragraph (2) of subdivision (i), use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

(2) The security breach notification described in paragraph (1) shall include, at a minimum, the following information:

(A) The name and contact information of the reporting agency subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.

(3) At the discretion of the agency, the security breach notification may also include any of the following:

(A) Information about what the agency has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(f) For purposes of this section, “breach of the security of the system” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(g) For purposes of this section, “personal information” means either of the following:

(1) An individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver’s license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(h) (1) For purposes of this section, “personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, “medical information” means any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, “health insurance information” means an individual’s health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual’s application and claims history, including any appeals records.

(i) For purposes of this section, “notice” may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the agency has an email address for the subject persons.

(B) Conspicuous posting, for a minimum of 30 days, of the notice on the agency's Internet Web site page, if the agency maintains one. For purposes of this subparagraph, conspicuous posting on the agency's Internet Web site means providing a link to the notice on the home page or first significant page after entering the Internet Web site that is in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the link.

(C) Notification to major statewide media and the Office of Information Security within the Department of Technology.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for an online account, and no other personal information defined in paragraph (1) of subdivision (g), the agency may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the agency and all other online accounts for which the person uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for login credentials of an email account furnished by the agency, the agency shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in this subdivision or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the agency knows the resident customarily accesses the account.

(j) Notwithstanding subdivision (i), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(k) Notwithstanding the exception specified in paragraph (4) of subdivision (b) of Section 1798.3, for purposes of this section, "agency" includes a local agency, as defined in subdivision (a) of Section 6252 of the Government Code.

SEC. 1.2. Section 1798.29 of the Civil Code is amended to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) Any agency that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language.

(2) The security breach notification shall include, at a minimum, the following information:

(A) The name and contact information of the reporting agency subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.

(3) At the discretion of the agency, the security breach notification may also include any of the following:

(A) Information about what the agency has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for an online account, and no other personal information defined in paragraph (1) of subdivision (g), the agency may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the agency and all other online accounts for which the person uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for login credentials of an email account furnished by the agency, the agency shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in subdivision (i) or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the agency knows the resident customarily accesses the account.

(e) Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(f) For purposes of this section, “breach of the security of the system” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(g) For purposes of this section, “personal information” means either of the following:

(1) An individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver’s license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(h) (1) For purposes of this section, “personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, “medical information” means any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, “health insurance information” means an individual’s health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual’s application and claims history, including any appeals records.

(4) For purposes of this section, “encrypted” means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

(i) For purposes of this section, “notice” may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the agency has an email address for the subject persons.

(B) Conspicuous posting of the notice on the agency’s Internet Web site page, if the agency maintains one.

(C) Notification to major statewide media and the Office of Information Security within the Department of Technology.

(j) Notwithstanding subdivision (i), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(k) Notwithstanding the exception specified in paragraph (4) of subdivision (b) of Section 1798.3, for purposes of this section, “agency” includes a local agency, as defined in subdivision (a) of Section 6252 of the Government Code.

SEC. 1.3. Section 1798.29 of the Civil Code is amended to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of

the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) Any agency that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described in paragraph (2) under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

(A) The format of the notice shall be designed to call attention to the nature and significance of the information it contains.

(B) The title and headings in the notice shall be clearly and conspicuously displayed.

(C) The text of the notice and any other notice provided pursuant to this section shall be no smaller than 10-point type.

(D) For a written notice described in paragraph (1) of subdivision (i), use of the model security breach notification form prescribed below or use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

[NAME OF INSTITUTION / LOGO]		Date: [insert date]
NOTICE OF DATA BREACH		
What Happened?		

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What Information Was Involved?	
What We Are Doing.	
What You Can Do.	
Other Important Information. [insert other important information]	
For More Information.	Call [telephone number] or go to [Internet Web site]

(E) For an electronic notice described in paragraph (2) of subdivision (i), use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

(2) The security breach notification described in paragraph (1) shall include, at a minimum, the following information:

(A) The name and contact information of the reporting agency subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.

(3) At the discretion of the agency, the security breach notification may also include any of the following:

(A) Information about what the agency has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(f) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(g) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(h) (1) For purposes of this section, “personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, “medical information” means any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, “health insurance information” means an individual’s health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual’s application and claims history, including any appeals records.

(4) For purposes of this section, “encrypted” means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

(i) For purposes of this section, “notice” may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the agency has an email address for the subject persons.

(B) Conspicuous posting, for a minimum of 30 days, of the notice on the agency’s Internet Web site page, if the agency maintains one. For purposes of this subparagraph, conspicuous posting on the agency’s Internet Web site means providing a link to the notice on the home page or first significant page after entering the Internet Web site that is in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the link.

(C) Notification to major statewide media and the Office of Information Security within the Department of Technology.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for an online account, and no other personal information defined in paragraph (1) of subdivision (g), the agency may comply with this section by providing the security breach notification in electronic or other form that directs the person whose

personal information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the agency and all other online accounts for which the person uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for login credentials of an email account furnished by the agency, the agency shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in this subdivision or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the agency knows the resident customarily accesses the account.

(j) Notwithstanding subdivision (i), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(k) Notwithstanding the exception specified in paragraph (4) of subdivision (b) of Section 1798.3, for purposes of this section, “agency” includes a local agency, as defined in subdivision (a) of Section 6252 of the Government Code.

SEC. 2. Section 1798.82 of the Civil Code is amended to read:

1798.82. (a) A person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) A person or business that maintains computerized data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made promptly after the law enforcement agency determines that it will not compromise the investigation.

(d) A person or business that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language.

(2) The security breach notification shall include, at a minimum, the following information:

(A) The name and contact information of the reporting person or business subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.

(G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months, along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of subdivision (h).

(3) At the discretion of the person or business, the security breach notification may also include any of the following:

(A) Information about what the person or business has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for an online account, and no other personal information defined in paragraph (1) of subdivision (h), the person or business may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached promptly to change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose personal information has been breached uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for login credentials of an email account furnished by the person or business, the person or business shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in subdivision (j) or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the person or business knows the resident customarily accesses the account.

(e) A covered entity under the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.) will be deemed to have complied with the notice requirements in subdivision (d) if it has complied completely with Section 13402(f) of the federal Health Information Technology for Economic and Clinical Health Act (Public Law 111-5). However, nothing in this subdivision shall be construed to exempt a covered entity from any other provision of this section.

(f) A person or business that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(g) For purposes of this section, “breach of the security of the system” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(h) For purposes of this section, “personal information” means either of the following:

(1) An individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver’s license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(i) (1) For purposes of this section, “personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, “medical information” means any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, “health insurance information” means an individual’s health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual’s application and claims history, including any appeals records.

(j) For purposes of this section, “notice” may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the person or business has an email address for the subject persons.

(B) Conspicuous posting of the notice on the Internet Web site page of the person or business, if the person or business maintains one.

(C) Notification to major statewide media.

(k) Notwithstanding subdivision (j), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 2.1. Section 1798.82 of the Civil Code is amended to read:

1798.82. (a) A person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) A person or business that maintains computerized data that includes personal information that the person or business does not own shall notify

the owner or licensee of the information of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made promptly after the law enforcement agency determines that it will not compromise the investigation.

(d) A person or business that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described in paragraph (2) under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

(A) The format of the notice shall be designed to call attention to the nature and significance of the information it contains.

(B) The title and headings in the notice shall be clearly and conspicuously displayed.

(C) The text of the notice and any other notice provided pursuant to this section shall be no smaller than 10-point type.

(D) For a written notice described in paragraph (1) of subdivision (j), use of the model security breach notification form prescribed below or use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

[NAME OF INSTITUTION / LOGO]		Date: [insert date]
NOTICE OF DATA BREACH		
What Happened?		
What Information Was Involved?		

What We Are Doing.	
What You Can Do.	
Other Important Information. [insert other important information]	
For More Information.	Call [telephone number] or go to [Internet Web site]

(E) For an electronic notice described in paragraph (2) of subdivision (j), use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

(2) The security breach notification described in paragraph (1) shall include, at a minimum, the following information:

(A) The name and contact information of the reporting person or business subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.

(G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of subdivision (h).

(3) At the discretion of the person or business, the security breach notification may also include any of the following:

(A) Information about what the person or business has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) A covered entity under the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.) will be deemed to have complied with the notice requirements in subdivision (d) if it has complied completely with Section 13402(f) of the federal Health Information Technology for Economic and Clinical Health Act (Public Law 111-5). However, nothing in this subdivision shall be construed to exempt a covered entity from any other provision of this section.

(f) A person or business that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(g) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(h) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(i) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(j) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the person or business has an email address for the subject persons.

(B) Conspicuous posting, for a minimum of 30 days, of the notice on the Internet Web site page of the person or business, if the person or business maintains one. For purposes of this subparagraph, conspicuous posting on the person's or business's Internet Web site means providing a link to the notice on the home page or first significant page after entering the Internet Web site that is in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the link.

(C) Notification to major statewide media.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for an online account, and no other personal information defined in paragraph (1) of subdivision (h), the person or business may comply with this section by providing the

security breach notification in electronic or other form that directs the person whose personal information has been breached promptly to change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose personal information has been breached uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for login credentials of an email account furnished by the person or business, the person or business shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in this subdivision or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the person or business knows the resident customarily accesses the account.

(k) Notwithstanding subdivision (j), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 2.2. Section 1798.82 of the Civil Code is amended to read:

1798.82. (a) A person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) A person or business that maintains computerized data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made promptly after the law enforcement agency determines that it will not compromise the investigation.

(d) A person or business that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language.

(2) The security breach notification shall include, at a minimum, the following information:

(A) The name and contact information of the reporting person or business subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.

(G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months, along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of subdivision (h).

(3) At the discretion of the person or business, the security breach notification may also include any of the following:

(A) Information about what the person or business has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for an online account, and no other personal information defined in paragraph (1) of subdivision (h), the person or business may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached promptly to change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose personal information has been breached uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for login credentials of an email account furnished by the person or business, the person or business shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in subdivision (j) or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the person or business knows the resident customarily accesses the account.

(e) A covered entity under the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.) will be deemed to have complied with the notice requirements in subdivision (d) if it has complied completely with Section 13402(f) of the federal Health Information Technology for Economic and Clinical Health Act (Public Law 111-5). However, nothing in this subdivision shall be construed to exempt a covered entity from any other provision of this section.

(f) A person or business that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(g) For purposes of this section, “breach of the security of the system” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(h) For purposes of this section, “personal information” means either of the following:

(1) An individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver’s license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(i) (1) For purposes of this section, “personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, “medical information” means any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, “health insurance information” means an individual’s health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual’s application and claims history, including any appeals records.

(4) For purposes of this section, “encrypted” means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

(j) For purposes of this section, “notice” may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the person or business has an email address for the subject persons.

(B) Conspicuous posting of the notice on the Internet Web site page of the person or business, if the person or business maintains one.

(C) Notification to major statewide media.

(k) Notwithstanding subdivision (j), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 2.3. Section 1798.82 of the Civil Code is amended to read:

1798.82. (a) A person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided

in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) A person or business that maintains computerized data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made promptly after the law enforcement agency determines that it will not compromise the investigation.

(d) A person or business that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described in paragraph (2) under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

(A) The format of the notice shall be designed to call attention to the nature and significance of the information it contains.

(B) The title and headings in the notice shall be clearly and conspicuously displayed.

(C) The text of the notice and any other notice provided pursuant to this section shall be no smaller than 10-point type.

(D) For a written notice described in paragraph (1) of subdivision (j), use of the model security breach notification form prescribed below or use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

[NAME OF INSTITUTION / LOGO]		Date: [insert date]
NOTICE OF DATA BREACH		
What Happened?		

What Information Was Involved?	
What We Are Doing.	
What You Can Do.	
Other Important Information. [insert other important information]	
For More Information.	Call [telephone number] or go to [Internet Web site]

(E) For an electronic notice described in paragraph (2) of subdivision (j), use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

(2) The security breach notification described in paragraph (1) shall include, at a minimum, the following information:

(A) The name and contact information of the reporting person or business subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.

(G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of subdivision (h).

(3) At the discretion of the person or business, the security breach notification may also include any of the following:

(A) Information about what the person or business has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) A covered entity under the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.) will be deemed to have complied with the notice requirements in subdivision (d) if it has complied completely with Section 13402(f) of the federal Health Information Technology for Economic and Clinical Health Act (Public Law 111-5). However, nothing in this subdivision shall be construed to exempt a covered entity from any other provision of this section.

(f) A person or business that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(g) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(h) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

- (A) Social security number.
- (B) Driver's license number or California identification card number.
- (C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.
- (D) Medical information.
- (E) Health insurance information.
- (F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(i) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(4) For purposes of this section, "encrypted" means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

(j) For purposes of this section, "notice" may be provided by one of the following methods:

- (1) Written notice.
- (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the person or business has an email address for the subject persons.

(B) Conspicuous posting, for a minimum of 30 days, of the notice on the Internet Web site page of the person or business, if the person or business maintains one. For purposes of this subparagraph, conspicuous posting on the person's or business's Internet Web site means providing a link to the notice on the home page or first significant page after entering the Internet

Web site that is in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the link.

(C) Notification to major statewide media.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for an online account, and no other personal information defined in paragraph (1) of subdivision (h), the person or business may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached promptly to change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose personal information has been breached uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for login credentials of an email account furnished by the person or business, the person or business shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in this subdivision or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the person or business knows the resident customarily accesses the account.

(k) Notwithstanding subdivision (j), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 3. Title 1.81.23 (commencing with Section 1798.90.5) is added to Part 4 of Division 3 of the Civil Code, to read:

TITLE 1.81.23. COLLECTION OF LICENSE PLATE INFORMATION

1798.90.5. The following definitions shall apply for purposes of this title:

(a) “Automated license plate recognition end-user” or “ALPR end-user” means a person that accesses or uses an ALPR system, but does not include any of the following:

(1) A transportation agency when subject to Section 31490 of the Streets and Highways Code.

(2) A person that is subject to Sections 6801 to 6809, inclusive, of Title 15 of the United States Code and state or federal statutes or regulations implementing those sections, if the person is subject to compliance oversight by a state or federal regulatory agency with respect to those sections.

(3) A person, other than a law enforcement agency, to whom information may be disclosed as a permissible use pursuant to Section 2721 of Title 18 of the United States Code.

(b) “Automated license plate recognition information,” or “ALPR information” means information or data collected through the use of an ALPR system.

(c) “Automated license plate recognition operator” or “ALPR operator” means a person that operates an ALPR system, but does not include a transportation agency when subject to Section 31490 of the Streets and Highways Code.

(d) “Automated license plate recognition system” or “ALPR system” means a searchable computerized database resulting from the operation of one or more mobile or fixed cameras combined with computer algorithms to read and convert images of registration plates and the characters they contain into computer-readable data.

(e) “Person” means any natural person, public agency, partnership, firm, association, corporation, limited liability company, or other legal entity.

(f) “Public agency” means the state, any city, county, or city and county, or any agency or political subdivision of the state or a city, county, or city and county, including, but not limited to, a law enforcement agency.

1798.90.51. An ALPR operator shall do all of the following:

(a) Maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure.

(b) (1) Implement a usage and privacy policy in order to ensure that the collection, use, maintenance, sharing, and dissemination of ALPR information is consistent with respect for individuals’ privacy and civil liberties. The usage and privacy policy shall be available to the public in writing, and, if the ALPR operator has an Internet Web site, the usage and privacy policy shall be posted conspicuously on that Internet Web site.

(2) The usage and privacy policy shall, at a minimum, include all of the following:

(A) The authorized purposes for using the ALPR system and collecting ALPR information.

(B) A description of the job title or other designation of the employees and independent contractors who are authorized to use or access the ALPR system, or to collect ALPR information. The policy shall identify the training requirements necessary for those authorized employees and independent contractors.

(C) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(D) The purposes of, process for, and restrictions on, the sale, sharing, or transfer of ALPR information to other persons.

(E) The title of the official custodian, or owner, of the ALPR system responsible for implementing this section.

(F) A description of the reasonable measures that will be used to ensure the accuracy of ALPR information and correct data errors.

(G) The length of time ALPR information will be retained, and the process the ALPR operator will utilize to determine if and when to destroy retained ALPR information.

1798.90.52. If an ALPR operator accesses or provides access to ALPR information, the ALPR operator shall do both of the following:

(a) Maintain a record of that access. At a minimum, the record shall include all of the following:

(1) The date and time the information is accessed.

(2) The license plate number or other data elements used to query the ALPR system.

(3) The username of the person who accesses the information, and, as applicable, the organization or entity with whom the person is affiliated.

(4) The purpose for accessing the information.

(b) Require that ALPR information only be used for the authorized purposes described in the usage and privacy policy required by subdivision (b) of Section 1798.90.51.

1798.90.53. An ALPR end-user shall do all of the following:

(a) Maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure.

(b) (1) Implement a usage and privacy policy in order to ensure that the access, use, sharing, and dissemination of ALPR information is consistent with respect for individuals' privacy and civil liberties. The usage and privacy policy shall be available to the public in writing, and, if the ALPR end-user has an Internet Web site, the usage and privacy policy shall be posted conspicuously on that Internet Web site.

(2) The usage and privacy policy shall, at a minimum, include all of the following:

(A) The authorized purposes for accessing and using ALPR information.

(B) A description of the job title or other designation of the employees and independent contractors who are authorized to access and use ALPR information. The policy shall identify the training requirements necessary for those authorized employees and independent contractors.

(C) A description of how the ALPR system will be monitored to ensure the security of the information accessed or used, and compliance with all applicable privacy laws and a process for periodic system audits.

(D) The purposes of, process for, and restrictions on, the sale, sharing, or transfer of ALPR information to other persons.

(E) The title of the official custodian, or owner, of the ALPR information responsible for implementing this section.

(F) A description of the reasonable measures that will be used to ensure the accuracy of ALPR information and correct data errors.

(G) The length of time ALPR information will be retained, and the process the ALPR end-user will utilize to determine if and when to destroy retained ALPR information.

1798.90.54. (a) In addition to any other sanctions, penalties, or remedies provided by law, an individual who has been harmed by a violation of this title, including, but not limited to, unauthorized access or use of ALPR information or a breach of security of an ALPR system, may bring a civil action in any court of competent jurisdiction against a person who knowingly caused the harm.

(b) The court may award a combination of any one or more of the following:

(1) Actual damages, but not less than liquidated damages in the amount of two thousand five hundred dollars (\$2,500).

(2) Punitive damages upon proof of willful or reckless disregard of the law.

(3) Reasonable attorney's fees and other litigation costs reasonably incurred.

(4) Other preliminary and equitable relief as the court determines to be appropriate.

1798.90.55. Notwithstanding any other law or regulation:

(a) A public agency that operates or intends to operate an ALPR system shall provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program.

(b) A public agency shall not sell, share, or transfer ALPR information, except to another public agency, and only as otherwise permitted by law. For purposes of this section, the provision of data hosting or towing services shall not be considered the sale, sharing, or transferring of ALPR information.

SEC. 4. (a) Section 1.1 of this bill incorporates amendments to Section 1798.29 of the Civil Code proposed by both this bill and Senate Bill 570. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2016, (2) each bill amends Section 1798.29 of the Civil Code, (3) Assembly Bill 964 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Senate Bill 570, in which case Sections 1, 1.2, and 1.3 of this bill shall not become operative.

(b) Section 1.2 of this bill incorporates amendments to Section 1798.29 of the Civil Code proposed by both this bill and Assembly Bill 964. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2016, (2) each bill amends Section 1798.29 of the Civil Code, (3) Senate Bill 570 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Assembly Bill 964, in which case Sections 1, 1.1, and 1.3 of this bill shall not become operative.

(c) Section 1.3 of this bill incorporates amendments to Section 1798.29 of the Civil Code proposed by this bill, Senate Bill 570, and Assembly Bill

964. It shall only become operative if (1) all three bills are enacted and become effective on or before January 1, 2016, (2) all three bills amend Section 1798.29 of the Civil Code, and (3) this bill is enacted after Senate Bill 570 and Assembly Bill 964, in which case Sections 1, 1.1, and 1.2 of this bill shall not become operative.

SEC. 5. (a) Section 2.1 of this bill incorporates amendments to Section 1798.82 of the Civil Code proposed by both this bill and Senate Bill 570. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2016, (2) each bill amends Section 1798.82 of the Civil Code, (3) Assembly Bill 964 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Senate Bill 570, in which case Sections 2, 2.2, and 2.3 of this bill shall not become operative.

(b) Section 2.2 of this bill incorporates amendments to Section 1798.82 of the Civil Code proposed by both this bill and Assembly Bill 964. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2016, (2) each bill amends Section 1798.82 of the Civil Code, (3) Senate Bill 570 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Assembly Bill 964, in which case Sections 2, 2.1, and 2.3 of this bill shall not become operative.

(c) Section 2.3 of this bill incorporates amendments to Section 1798.82 of the Civil Code proposed by this bill, Senate Bill 570, and Assembly Bill 964. It shall only become operative if (1) all three bills are enacted and become effective on or before January 1, 2016, (2) all three bills amend Section 1798.82 of the Civil Code, and (3) this bill is enacted after Senate Bill 570 and Assembly Bill 964, in which case Sections 2, 2.1, and 2.2 of this bill shall not become operative.

**Policy
427****San Fernando Police Department**

San Fernando PD Policy Manual

Automated License Plate Readers (ALPRs)

427.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

427.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the San Fernando Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Chief of Police or his designee, who will assign officers under his/her command to administer the day-to-day operation of the ALPR equipment and data.

427.2.1 ALPR ADMINISTRATOR

The Chief of Police or his/her designee shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

427.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department employees shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.

Automated License Plate Readers (ALPRs)

- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No employee of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

427.4 DATA COLLECTION AND RETENTION

The Chief of Police or his/her designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

427.5 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The San Fernando Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

Automated License Plate Readers (ALPRs)

- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

427.6 POLICY

The policy of the San Fernando Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

427.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administrative Services Division Commander or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

427.8 TRAINING

The Training supervisor should ensure that employees receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

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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: February 5, 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.
7. On January 16, 2024, the City Council continued the item to the February 5, 2024 regular City Council meeting.

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:

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

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- 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.

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

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

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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.

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.

Discussion and Consideration to Approve the Design for the Pioneer Park Playground Renovation Project

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Timeline.

Should the City Council select and approve a playground design at the February 5, 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. 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

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Pioneer Park Playground Renovation Project

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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");

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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:

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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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3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
 4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
 5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

SECTION 17. FORCE MAJEURE. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR’S sole remedy being extension of the Agreement pursuant to this Section.

SECTION 18. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR’s and CITY’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Recreation and community Services
Phone: (818) 898-1290

If to CONTRACTOR:

Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Attn: Tyler Kyriopoulos
Phone: 435-245-5055

SECTION 19. PROHIBITION. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY’s prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

SECTION 20. ATTORNEY FEES. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney’s fees.

CONTRACT SERVICES AGREEMENT
Pioneer Park Playground Renovation Project
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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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CONTRACT NO. 2196

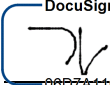
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

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: 
9E6768364A9F4FC...
Richard Padilla, Assistant City Attorney

Date: 09/26/2023 | 10:08 AM PDT

CONTRACT SERVICES AGREEMENT
Pioneer Park Playground Renovation Project
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CONTRACT NO. 2196

EXHIBIT “A”

CONTRACTOR PROPOSAL

Proposal for City of San Fernando

Prepared by



08-02-2023
Job # 109417-01

Pioneer Park Playground Option 2C



435-760-5103 | www.gwpark.com



Great Western Recreation Background

In 1969, the same year Neil Armstrong made his historic first steps on the surface of the moon, Rich Boyce was beginning an adventure on Earth. He founded Boyce Recreation in Wellsville, Utah, and became the exclusive representative for GameTime in Utah and Wyoming. He continued exploring the world of play and recreation by expanding into Montana and Idaho, and later into Nevada.

In 1992, Steve Kyriopoulos, a former Parks Director for the City of Logan, Utah, began working with Rich. In 1999, Rich turned over the day-to-day operations to Steve. The company took on a new name - Great Western Park and Playground, Inc. In 2004, Steve looked westward and took steps to expand and provide park and playground products to the people of Southern California.

In 2016, Great Western took another step in its journey. Steve handed the controls to his son Tyler Kyriopoulos and Lewis Painter. Tyler and Lewis wanted to expand both the geographical reach and the services of the company and rebranded as Great Western Recreation (GWR). In 2020, GWR expanded operations into Washington and Alaska, bringing the total number of states we serve to eight.

GWR continues to be the exclusive representative for GameTime, as we have for more than 50 years. GameTime is a leading manufacturer of commercial playground equipment for nearly a century. GWR also represents many complementary lines of commercial park equipment, including shelters, shades, site amenities, splash pads, bleachers, outdoor fitness equipment, athletic equipment, outdoor musical equipment, dog park elements, and more. We combine a comprehensive product portfolio with full turnkey services from initial design to field installation.

Our team includes seven full-time CAD designers, as well as a trained crew of rendering specialists, replacement specialists, order entry, customer service, and accounting specialists. We also employ ten CPSI-certified territory managers within our company who stay up-to-date with the guidelines from ASTM, CPSC, ADA, and IPEMA.

After 50 years, Great Western Recreation is more prepared than ever to provide the highest level of customer service, high-quality products, and a complete solution for all of your recreation projects. Let's embark on a journey together, and build amazing places where people love to play.

Great Western Installations Project Team



Tyler Kyriopoulos
Sales Representative/Owner

Tyler has been with Great Western Recreation since 1997, first as an installer and later as a Sales Representative and principal owner. This career path has made Tyler an expert at the construction level, as well as the design level, for playground projects. He has become one of the nation's leading representatives for both Game Time, as well as Great Western Recreation. He coordinates hundreds of park and playground projects over the course of his career and demonstrates the ability to coordinate large and small projects quickly and efficiently. Tyler recently completed two All-Inclusive Play Spaces in similar size and scope at Canyon Country Park for the City of Santa Clarita and at Joy Playground for the City of Atascadero.



Lewis Painter
Design Lead/Owner

Lewis has been with Great Western Recreation since 1998, first as an installer and later as a Sales Representative and principal owner. This career path has made Lewis an expert at the construction level as well as the design level for playground projects. He, over the course of his career, has become an expert CAD designer winning a Gametime nationally sponsored contest for excellence in Playground Design and his designs have become a standard offering for Gametime. He is known for his creativity, creating new custom play equipment not only for his own projects, but everyone else's as well.



Sarauna Openshaw – Sales Administrator

Sarauna started at Great Western Recreation in 2016 as a Project Coordinator. She served as Rendering and Lumion specialist and order entry backup for 3 years before moving to Sales Administrator. She brings with her experience in project and office management as well as accounting. Sarauna has been trained on GameTime's specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She has designed or assisted in the design of many park and playground projects.



Milisa Guthrie - Accountant

Milisa joined Great Western in 2018 as the Accountant. In this role, she leads all financial matters including accounting, reporting and cash management. Milisa spent more than eight years in accounting and management function for various organizations in the Logan, UT area.



Shelly Bytendorp – Customer Service

Shelly joined Great Western in 2007 bringing 20 years of office and banking experience with her. Shelly will be assigned to the account as a secondary layer of customer service assisting with any issues related to replacement parts or any collateral materials.



Madi McKendrick – Project Coordinator

Madi brings with her 5+ years of customer service and an Associates in General Science. Starting in 2021, she quickly moved from the receptionist position to Project Coordinator, she has had the opportunity to continually learn through quoting and designing projects for Great Western. The biggest reward to Madi is being able to help provide safe and inclusive play areas for children of all ages.



Olivia Miller– Rendering Specialist

Olivia started at Great Western Recreation in 2021 as rendering and order entry backup. She has been trained on GameTime's specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She came to GWR after 3 years as a CNA. She is a hard worker and anxious to learn more.

Steve Strachan - Central Coast Playgrounds

On January 1, 2000 Central Coast Playgrounds officially opened its doors for business. The Santa Maria Valley 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.

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ABOUT GAMETIME

GameTime creates fun, healthy and active places where all children and families become physically, emotionally and socially strong.



GameTime is a leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces, and site furnishings. We strive to create the kinds of places people love and where people love to play.

Play and recreation is a fundamental human right, and we take our role in helping communities create active, healthy places seriously. We focus on inclusion, diversity and equity in our playground designs, align our products with the research of leading play, health, and wellness experts, and advocate tirelessly for the advancement of safer, more accessible and fun places that bring people together.

This is our mission since 1929: to build the highest quality products, design the most memorable play and recreation experiences, and to lead the industry with innovative solutions that help people of all ages, all abilities, and all backgrounds realize the transforming power of play.

GameTime Division
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 PREQUALIFICATION STATEMENT
February 9, 2024 Regular CC Mfg
Page 2

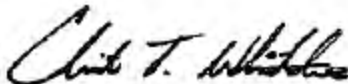
York middle-market private equity firm which subsequently sold the company to Court Square Capital Partners <https://www.courtsquare.com/>, Park Avenue Plaza, 55 East 52nd Street, 34th Floor, New York, NY 10055 on October 2, 2017. PlayCore product sales for 2021 are expected to exceed \$650,000,000.

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

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Pioneer Park Playground- Project 107127-01-Opt 2
San Fernando, CA

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CONTRACT NO. 2196



CUSTOM COLOR SELECTIONS

EXHIBIT "A"
CONTRACT NO. 2196

Project: 107127-01-Opt 2
Surfacing: 50-50 PIP

CUSTOM COLORS:

ITEM	COLOR
Basic 2	Orange
Accent 2	Beige
Fabric	Latte

NA <input type="radio"/> BASIC	NA <input type="radio"/> ACCENT/ARCH	NA <input type="radio"/> METAL ROOF	NA <input type="radio"/> ROTO	NA <input type="radio"/> TUBE	NA <input checked="" type="radio"/> PLASTIC ROOF	NA <input type="radio"/> HDPE	2 COLOR HDPE	NA <input type="radio"/> SHADE
<input type="radio"/> White	<input type="radio"/> White	<input type="radio"/> White	<input type="radio"/> Champagne	<input type="radio"/> Champagne	<input type="radio"/> Champagne	<input type="radio"/> Dolphin Gray	NA <input type="radio"/>	<input type="radio"/> Khaki
<input type="radio"/> Champagne	<input type="radio"/> Champagne	<input type="radio"/> Champagne	<input type="radio"/> Beige	<input type="radio"/> Beige	<input type="radio"/> Beige	<input type="radio"/> Black	<input type="radio"/> White/Black	<input type="radio"/> Graphite
<input type="radio"/> Metallic	<input type="radio"/> Metallic	<input type="radio"/> Metallic	<input checked="" type="radio"/> Green	<input checked="" type="radio"/> Green	<input type="radio"/> Green	<input type="radio"/> Beige	<input type="radio"/> Dolphin Gray/Black	<input type="radio"/> Cloud
<input type="radio"/> Starlight	<input type="radio"/> Starlight	<input type="radio"/> Starlight	<input type="radio"/> Light Green	<input type="radio"/> Light Green	<input type="radio"/> Light Green	<input type="radio"/> Brown	<input type="radio"/> Black/White	<input type="radio"/> Sand
<input type="radio"/> Black	<input type="radio"/> Black	<input type="radio"/> Black	<input type="radio"/> Spring Green	<input type="radio"/> Spring Green	<input type="radio"/> Spring Green	<input type="radio"/> Green	<input type="radio"/> Beige/Green	<input type="radio"/> Evergreen
<input type="radio"/> Bronze	<input type="radio"/> Bronze	<input type="radio"/> Bronze	<input type="radio"/> Dark Blue	<input type="radio"/> Dark Blue	<input type="radio"/> Dark Blue	<input type="radio"/> Spring Green	<input type="radio"/> Brown/Beige	<input type="radio"/> Azure
<input type="radio"/> Beige	<input type="radio"/> Beige	<input type="radio"/> Beige	<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Green/Beige	<input type="radio"/> Aquamarine
<input type="radio"/> Brown	<input type="radio"/> Brown	<input type="radio"/> Brown	<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Green/White	<input type="radio"/> Tree Frog
<input type="radio"/> Dark Green	<input type="radio"/> Dark Green	<input type="radio"/> Dark Green	<input type="radio"/> Periwinkle	<input type="radio"/> Periwinkle	<input type="radio"/> Periwinkle	<input type="radio"/> Purple	<input type="radio"/> Spring Green/White	<input type="radio"/> Deep Sea
<input type="radio"/> Green	<input type="radio"/> Green	<input type="radio"/> Green	<input type="radio"/> Royal Purple	<input type="radio"/> Royal Purple	<input type="radio"/> Royal Purple	<input type="radio"/> Burgundy	<input type="radio"/> Blue/Beige	<input type="radio"/> Sky
<input type="radio"/> Light Green	<input type="radio"/> Light Green	<input type="radio"/> Light Green	<input type="radio"/> Burgundy	<input type="radio"/> Burgundy	<input type="radio"/> Burgundy	<input type="radio"/> Red	<input type="radio"/> Sky Blue /White	<input type="radio"/> Black
<input type="radio"/> Spring Green	<input type="radio"/> Spring Green	<input type="radio"/> Spring Green	<input type="radio"/> Red	<input type="radio"/> Red	<input type="radio"/> Red	<input type="radio"/> Orange	<input type="radio"/> Red/White	<input type="radio"/> Mesa
<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Blue	<input type="radio"/> Orange	<input type="radio"/> Orange	<input type="radio"/> Orange	<input type="radio"/> Yellow	<input type="radio"/> Yellow /Black	<input type="radio"/> Dandelion
<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Sky Blue	<input type="radio"/> Yellow	<input type="radio"/> Yellow	<input type="radio"/> Yellow			
<input type="radio"/> Periwinkle	<input type="radio"/> Periwinkle	<input type="radio"/> Periwinkle						
<input type="radio"/> Royal Purple	<input type="radio"/> Royal Purple	<input type="radio"/> Royal Purple						
<input type="radio"/> Burgundy	<input type="radio"/> Burgundy	<input type="radio"/> Burgundy						
<input type="radio"/> Red	<input type="radio"/> Red	<input type="radio"/> Red						
<input type="radio"/> Orange	<input type="radio"/> Orange	<input type="radio"/> Orange						
<input type="radio"/> Butterscotch	<input type="radio"/> Butterscotch	<input type="radio"/> Butterscotch						
<input type="radio"/> Yellow	<input type="radio"/> Yellow	<input type="radio"/> Yellow						

DECKS

NA <input type="radio"/>	<input type="radio"/> Gray	<input type="radio"/> Blue	<input checked="" type="radio"/> Brown
--------------------------	----------------------------	----------------------------	--

RECYCLED LUMBER

NA <input type="radio"/>	<input type="radio"/> Gray	<input type="radio"/> Tudor	<input type="radio"/> Sand
--------------------------	----------------------------	-----------------------------	----------------------------

ROCK

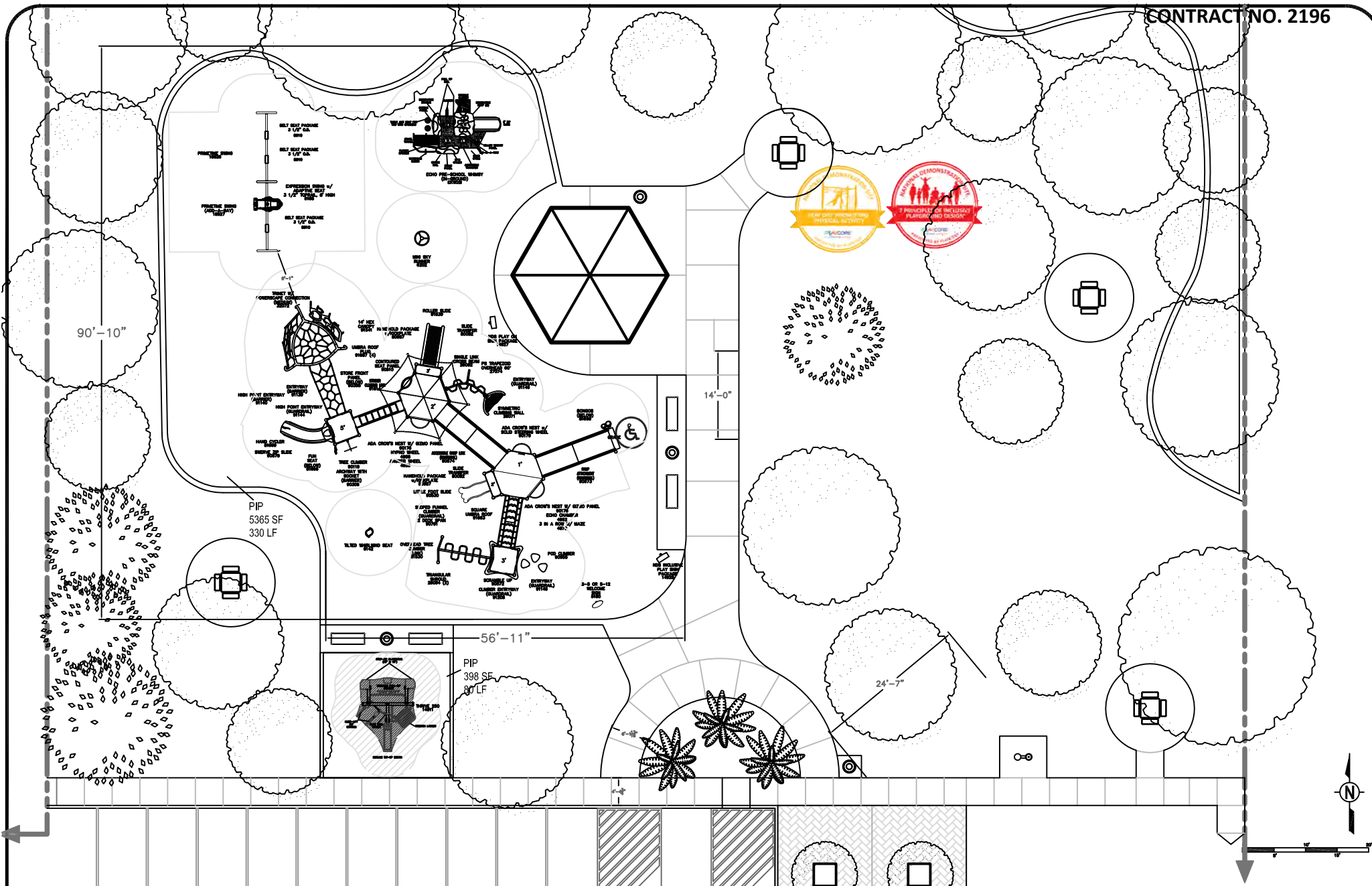
NA <input checked="" type="radio"/>	<input type="radio"/> Sandstone	<input type="radio"/> Deep Granite
-------------------------------------	---------------------------------	------------------------------------

HANDGRIP

NA <input checked="" type="radio"/>	<input type="radio"/> Red	<input type="radio"/> Green	<input type="radio"/> Blue	<input type="radio"/> Beige
-------------------------------------	---------------------------	-----------------------------	----------------------------	-----------------------------

NEW! VistoRope Standard				NEW! VistoRope Custom						
<input type="radio"/> Red	<input type="radio"/> Sky Blue	<input type="radio"/> Yellow	<input type="radio"/> Green	<input type="radio"/> Brown	<input type="radio"/> Natural	<input type="radio"/> Black	<input type="radio"/> Red/Black	<input type="radio"/> Red/Sky Blue	<input type="radio"/> Sky Blue/Yellow	<input type="radio"/> Green/Brown

*Colors for VistoRope products only. All standard GameTime ropes are black.



RE Shultz
Pioneer Park Playground
San Fernando, CA
Representative
Great Western Recreation

SALES REP
TYLER KYRIOPOULOS
435-760-5103
TYLER@GWPARK.COM
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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	7/10 Required 4/1
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- <ul style="list-style-type: none">Reference Drawing 109417-01-Opt 2	\$141,532.00	\$69,400.22	\$69,400.22
1	RDU	GameTime - Swings- <ul style="list-style-type: none">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- <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



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Pioneer Park Playground Option 2C

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	INSTALL	TJ Janca - Playground Equipment - • Installation only of (1) Gametime structure #107127-01-Opt2 • Installation only of New Thrive 250 • Footings excavation, and concrete. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Price includes one (1) move-on only.	\$71,335.00	\$71,335.00	\$71,335.00
Contract: OMNIA #2017001134				Sub Total	\$345,990.40
				Freight	\$5,600.00
				Tax	\$11,271.94
				Total	\$362,862.34

Comments

Your Sales Rep is T yler Kyriopoulos. Please reach out to T yler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order .

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$5545 plus tax if applicable.

Shipping to Site Address:
828 Harding Street
San Fernando, CA 91340

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Prevailing Wages

City of San Fernando OMNIA # 4001568



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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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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:

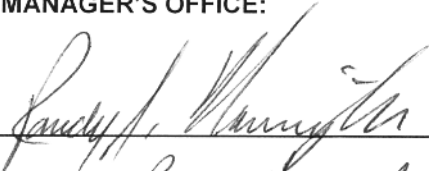
BY: 

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: 

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: 

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

Contract No. 2017001134
Vendor No. 121531

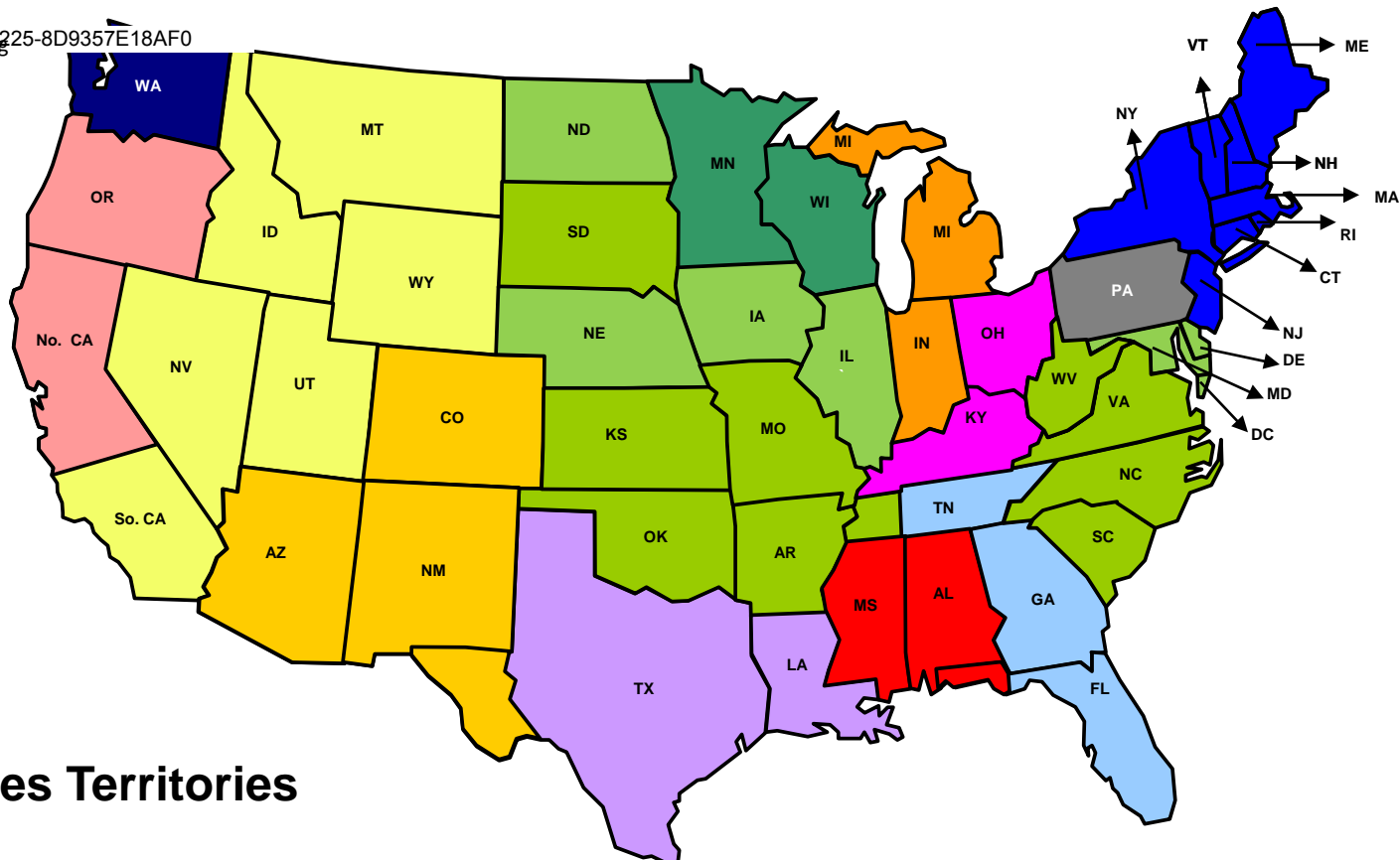
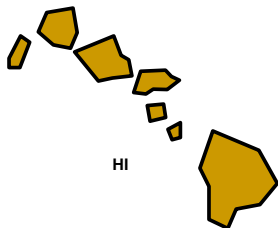
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

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.



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

February 5, 2024 Regular CC Mail

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: mika@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@mrcrc.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



Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com



WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

Contract No. 2017001134
Vendor No. 121531

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



Contract No. 2017001134
Vendor No. 121531

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



A PLAYCORE Company

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.



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> 1"	<u>Percent Passing</u> 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:

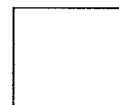
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

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.

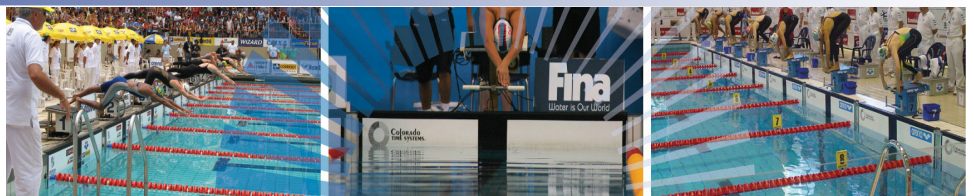
Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. 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.



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



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.

Contract No. 2017001134
Vendor No. 121531

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

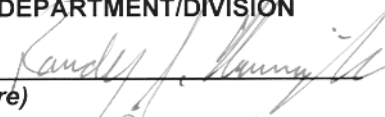
BY: 
(signature)

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

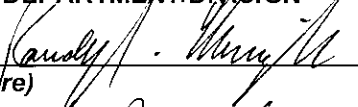
BY: 
(signature)

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

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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

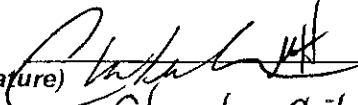
BY: 
(signature)

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).

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6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
- 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.
 - 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).
 - 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

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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

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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]

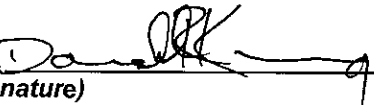
Contract#: 2017001134

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

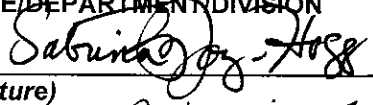
BY: 
(signature)

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]

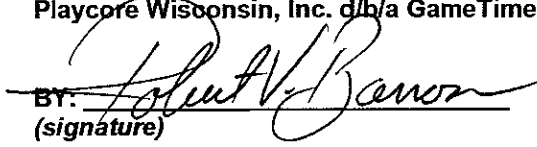
Contract#: 2017001134

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

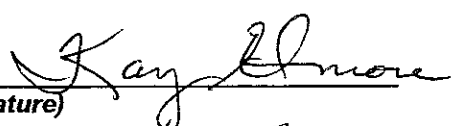
BY: 
(signature)

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

Contract #: 2017001134
Amendment #: 7
Vendor #: 121531

**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]

Contract #: 2017001134

Amendment #: 7

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 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: f98f2b82106208b08004836a6d996b691

Contract#: 2017001134
Amendment#: 8
Vendor#: 121531

**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: 66f2b82106208b08604836a5d96b831

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:

Contract#: 2017001134
Amendment#: 9
Vendor#: 121531

**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.

Contract#: 2017001134
Amendment#: 9
Vendor#: 121531

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: 66f2b82106208b0860483da5d966891

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 Seamedocs.com
Brent Cagle
Key: 8682b82106208b0860483da5d9db831



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:		MKLV2PBC000784	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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> 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 <input type="checkbox"/> 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

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Contract#: 2017001134
Amendment#: 11
Vendor#: 121531

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 1st of December 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [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.

Contract#: 2017001134
Amendment#: 11
Vendor#: 121531

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety to the adjustments in the 2022 Master Price List which are attached hereto as Exhibit A.1.
4. The Freight Rate Schedules in Exhibit D of the Contract is hereby replaced in its entirety to the adjustments in the 2022 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
5. Section 34 of the Contract (“Required By City Ordinance: Commercial Non-Discrimination”) is hereby replaced in its entirety as provided below:

REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Playcore Wisconsin, Inc. dba GameTime agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Playcore Wisconsin, Inc. dba GameTime consents to be bound by the award of any arbitration conducted thereunder.”

6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 11
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

**PLAYCORE WISCONSIN, INC.
DBA GAMETIME**

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: 
(signature)

BY: _____
(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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per

ures, once completed, shall b
document iden

eSigned via SeamlessDocs.com
Brent Cagle
Key: 66f2b82108208b08604836a5396b891

Contract#: 2017001134
 Amendment#: 12
 Vendor#: 121531

**STATE OF NORTH CAROLINA
 COUNTY OF MECKLENBURG**

**TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
 PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
 AND RELATED PRODUCTS AND SERVICES**

THIS TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Twelfth Amendment") is made and entered into this 1st of July 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [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.

Contract#: 2017001134
Amendment#: 12
Vendor#: 121531

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

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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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

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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: f6d72b82106208b08904836ad99b8e



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 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">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 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 <input type="checkbox"/> 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
D	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/A	WLR C50669828 SCF C50669786 SCF C50669713 (See Additional Page.)	08/01/2022	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

John White

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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		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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

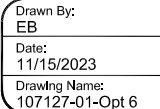


Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA



Pioneer Park Playground- Project 107127-01-Opt 6
San Fernando, CA







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

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



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

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.



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/17/2023
Quote #
109417-01-09

Pioneer Park Playground Option 6

ACCEPTANCE OF 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 COLOR SELECTIONS

Approved by: _____

Project: 107127-01-Opt 6
 Surfacing: 50-50 PIP

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"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Dolphin Gray	<input type="radio"/>	NA <input type="radio"/>	Khaki
<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Champagne	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Black	<input type="radio"/>	<input type="radio"/>	Graphite
<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Beige	<input type="radio"/>	<input type="radio"/>	Cloud
<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Brown	<input type="radio"/>	<input type="radio"/>	Sand
<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Green	<input type="radio"/>	<input type="radio"/>	Evergreen
<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Dark Blue	<input type="radio"/>	Dark Blue	<input type="radio"/>	Dark Blue	<input type="radio"/>	Spring Green	<input type="radio"/>	<input type="radio"/>	Azure
<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	<input type="radio"/>	Aquamarine
<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	<input type="radio"/>	Tree Frog
<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Purple	<input type="radio"/>	<input type="radio"/>	Deep Sea
<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Burgundy	<input type="radio"/>	<input type="radio"/>	Sky
<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Red	<input type="radio"/>	<input type="radio"/>	Black
<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Orange	<input type="radio"/>	<input type="radio"/>	Mesa
<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Yellow	<input type="radio"/>	<input type="radio"/>	Dandelion
<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>		<input type="radio"/>		
<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		
<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"/>		<input type="radio"/>		
<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		
<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		
<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		
<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>	Butterscotch	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		
<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		

DECKS

NA <input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	Gray	Blue	Brown

RECYCLED LUMBER

NA <input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	Gray	Tudor	Sand

ROCK

NA <input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	Sandstone	Deep Granite

HANDGRIP

NA <input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	Red	Green	Blue	Beige

NA <input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<input type="radio"/>	Red	Sky Blue	Yellow	Green	Brown	Natural	Black	Red/Black	Red/Sky Blue	Sky Blue/Yellow	Green/Brown

*Colors for VistaRope 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**

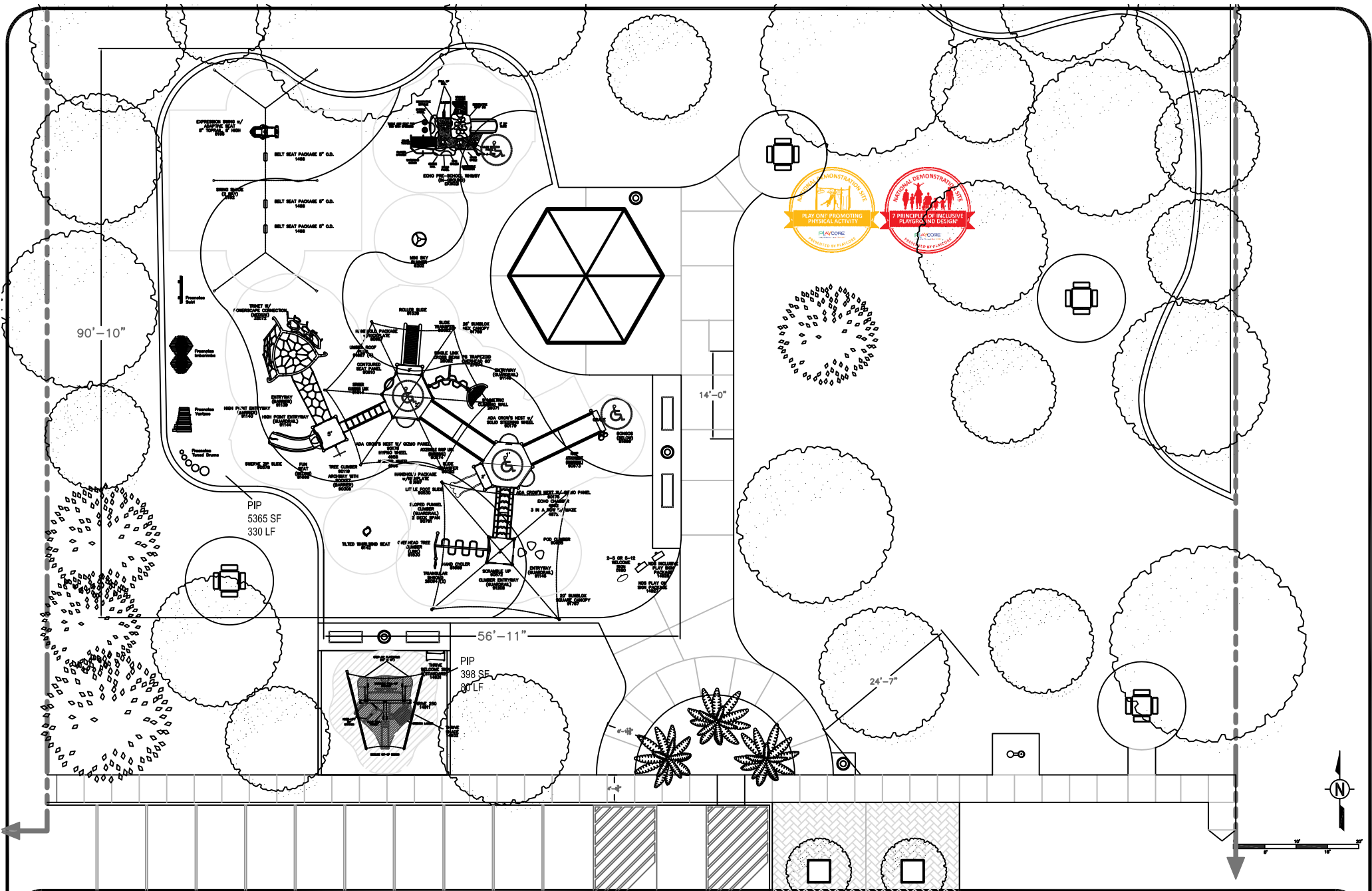


**Pioneer Park Playground, Project 109417-01-Opt 4
San Fernando, CA**



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 "Parks Department" with Shovel-Ready Act)

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



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/14/2023
Quote #
109417-01-07

Pioneer Park Playground Option 4

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



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/14/2023
Quote #
109417-01-07

Pioneer Park Playground Option 4

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 ½" depth. •Excavate/remove existing grass/earth 398 sq ft at 7.5" depth. •Provide/install CAB materials compacted to 90% for 5,763 sq ft at 6" depth. •Provide/install temp fencing around playground area for 350'LF (windscreen and sand bags not included) •Provide and install 40 LF of MOW Curb 6"x8". •Remove and dispose of spoils. •Prevailing wages. •Price includes one (1) move-on only.	\$58,185.00	\$58,185.00	\$58,185.00
1	INSTALL	Install - Playground Equipment- •Installation only of (1) Gametime structure #107127-01-Opt 4 •Installation only of New Thrive 250 •Footings excavation, and concrete. •Equipment assembly. •Removal of spoils. •Prevailing wages. •Price includes one (1) move-on only.	\$80,996.00	\$80,996.00	\$80,996.00
1	INSTALL	Install - Installation of Freenotes Harmony Park Deluxe Ensemble- Prevailing Wages	\$4,950.00	\$4,950.00	\$4,950.00
Contract: OMNIA #2017001134				Sub Total	\$414,468.38
				Freight	\$15,185.14
				Tax	\$16,793.31
				Total	\$446,446.83



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/14/2023
Quote #
109417-01-07

Pioneer Park Playground Option 4

Comments

Your Sales Rep is Tyler Kyriopoulos and Brandon Seitz. Please reach out to Tyler at 435-760-5103 or Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***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

OMNIA
P A R T N E R S



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/14/2023
Quote #
109417-01-07

Pioneer Park Playground Option 4

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and 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: _____

Project: 109417-01-Opt 4
Surfacing: PIP





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**

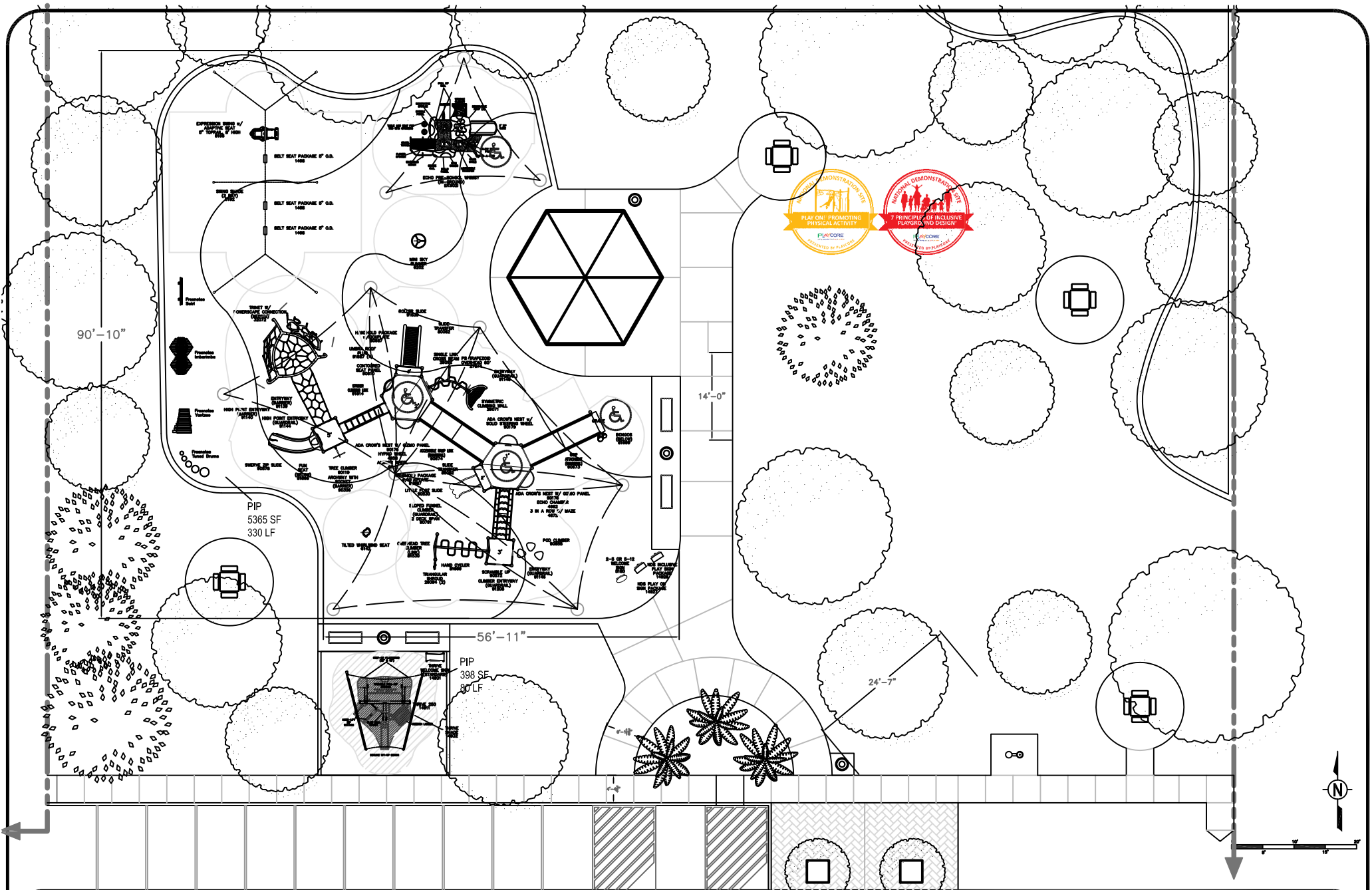


**Pioneer Park Playground, Project 109417-01-Opt 5
San Fernando, CA**



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 the main contractor
(with 10-year warranty)

Total Elevated Play Components	7/15
Total Elevated Play Components Accessible By Ramp	4/9 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



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/14/2023
Quote #
109417-01-08

Pioneer Park Playground Option 5 - Freestanding Shades

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



GameTime C/O Great Western Recreation
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Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/14/2023
Quote #
109417-01-08

Pioneer Park Playground Option 5 - Freestanding Shades

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



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/14/2023
Quote #
109417-01-08

Pioneer Park Playground Option 5 - Freestanding Shades

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



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/14/2023
Quote #
109417-01-08

Pioneer Park Playground Option 5 - Freestanding Shades

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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P.O. Box 680121
Fort Payne, AL 35967
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www.gwpark.com

11/14/2023
Quote #
109417-01-08

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: _____

Project: 109417-01-Opt 5

Surfacing: PIP



Swings- Sage basic
 Forest Green Fabric



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



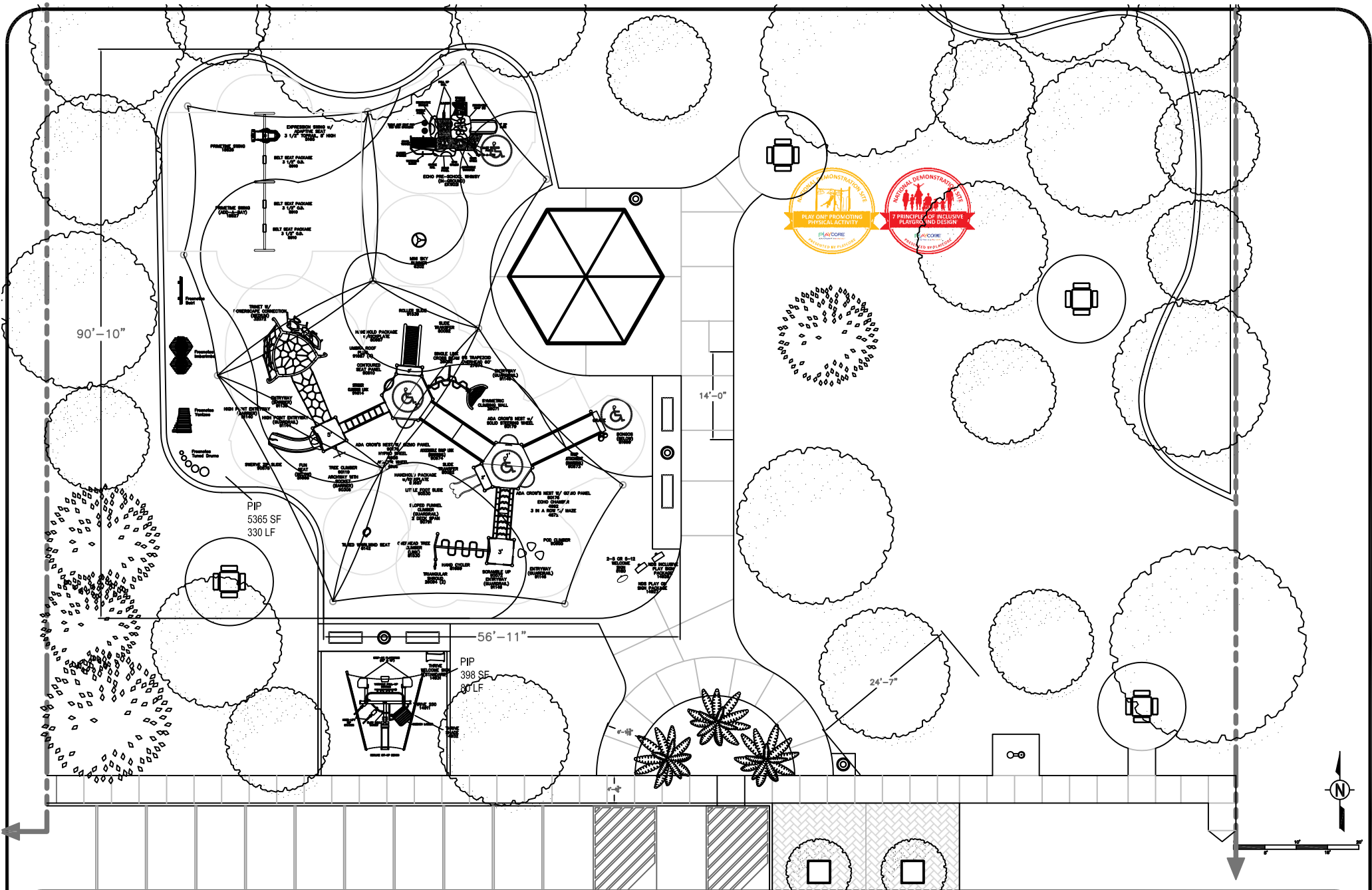
A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

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



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

01/03/2024
Quote #
109417-01-10

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

OMNIA
P A R T N E R S



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

01/03/2024
Quote #
109417-01-10

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



GameTime C/O Great Western Recreation
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01/03/2024
Quote #
109417-01-10

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



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

01/03/2024
 Quote #
 109417-01-10

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.



GameTime C/O Great Western Recreation
P.O. Box 680121
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Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

01/03/2024
Quote #
109417-01-10

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.

PALETTE COLOR SELECTIONS

Approved by: _____

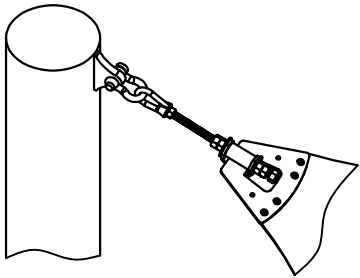
Project: 109417-01-Opt 7

Surfacing: PIP

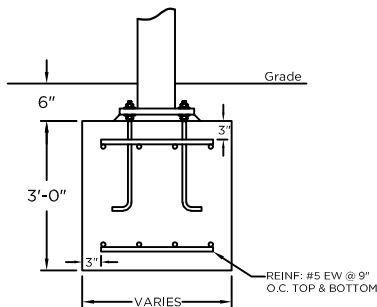


Swings- Sage basic
 Forest Green Fabric





Fabric Connection

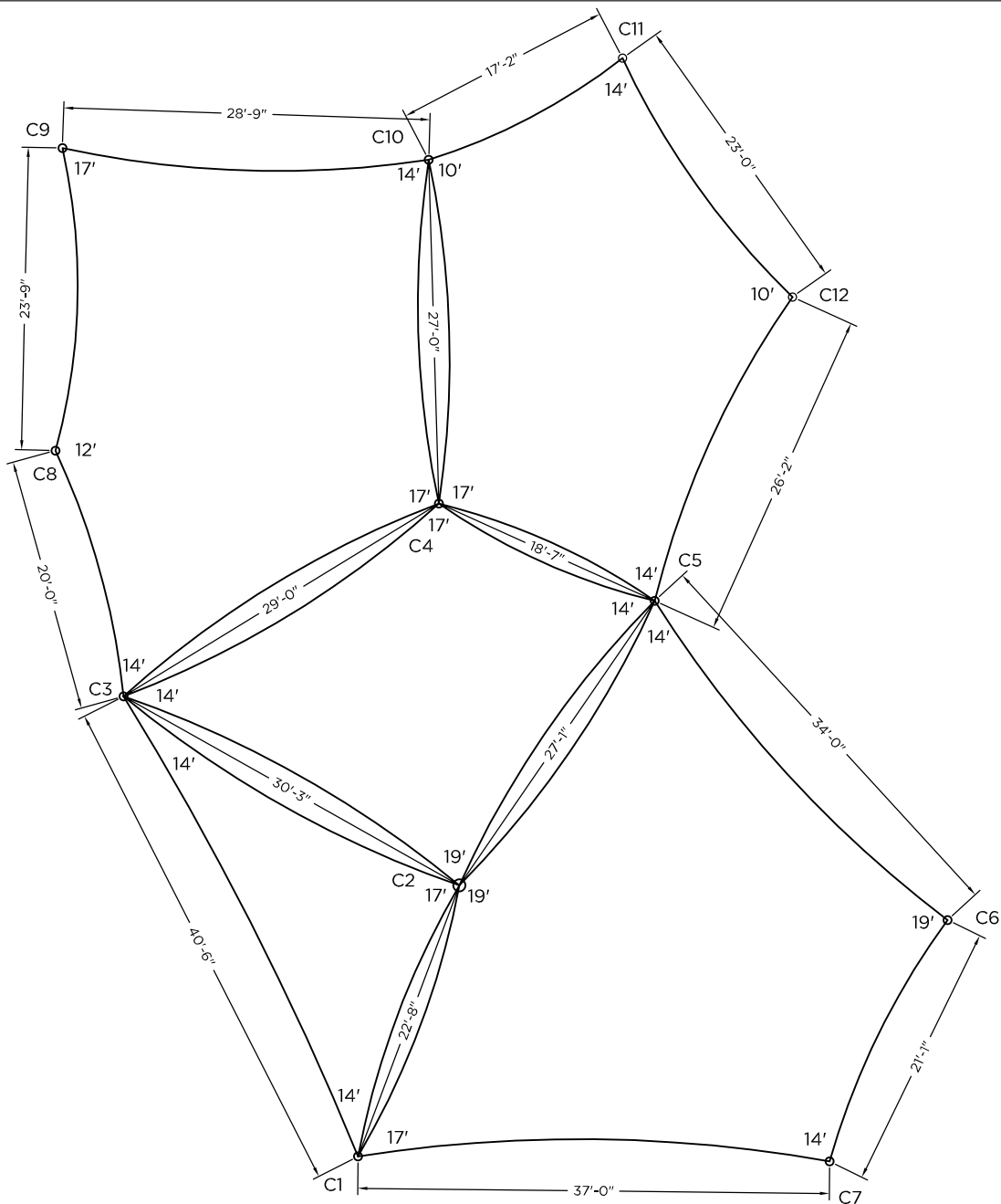


Footer Detail

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: Maribel Perez, Recreation and Community Services Supervisor

Date: February 5, 2024

Subject: Discussion and Consideration of the 2024 Independence Day Festival

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss and consider the proposed date and location of the 2024 Independence Day Festival; and
- b. Provide staff direction, as appropriate.

BACKGROUND:

1. On July 4, 2012, the City hosted the last Independence Day Festival at Recreation Park before going on a ten-year hiatus due to budget cuts.
2. On June 7, 2021, the City Council approved the revival of the Independence Day Festival in the City and directed staff to prepare recommendations for implementing an Independence Day Festival.
3. On June 21, 2021, the City Council approved a \$35,000 allocation for the Independence Day Festival.
4. On July 2, 2022, the City hosted the Red, White and Lights Laser Show for the Independence Day Festival in the Downtown San Fernando Mall in lieu of Recreation Park, which was closed due to construction of the San Fernando Regional Park Infiltration Project.
5. On July 1, 2023, the City hosted the second annual Red, White and Lights Laser Show for the Independence Day Festival in the Downtown San Fernando Mall as Recreation Park was still closed for construction of the San Fernando Regional Park Infiltration Project.

Discussion and Consideration of the 2024 Independence Day Festival

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ANALYSIS:

The City's Independence Day Festival was a community event that for many years served to foster a sense of pride and brought residents, local businesses and service organizations together for a fun-filled day of communal celebration. The City's Independence Day Festival is synonymous with barbecues, picnics, concerts, community gatherings and patriotic decorations. In San Fernando, the celebration was one of the biggest events of the year featuring activities, games, food, great entertainment, and a firework show. Attracting attendees from all over the San Fernando Valley year after year, up until 2013, when the City made the difficult decision to eliminate all special event programming due to budget cuts.

In 2021, the City Council approved a budget allocation to revive the Independence Day Festival after a ten-year pause and directed staff to provide event proposals for 2022. Traditionally, Recreation Park was home to the Independence Day Festival in the City of San Fernando. The ample grass covered grounds, large shade trees, picnic areas, and proximity to the pool facility provided the perfect setting for the event but the location was unavailable for the inaugural return of the celebration in 2022 due to construction of the San Fernando Regional Park Infiltration Project.

As a result, staff worked on identifying alternative locations that could accommodate the logistical requirements associated with hosting a firework show as well as a location that provided a park-like environment for the festival. Staff proposed the use of the Cesar Chavez Learning Academy (CCLA) campus and the adjacent Swap Meet property for the event. Unfortunately, the location idea did not move forward due to unforeseen coordination issues with the multiple academies at CCLA.

Concurrently, staff was working on securing a vendor for the firework/light show. However, fire safety requirements made a suitable location for fireworks in the City challenging. Additionally, the trauma experienced by veterans and pets caused by loud fireworks resulted in City Council selecting the laser light show option over traditional fireworks. This, along with the fallout of the proposed location, led to staff recommending to host the event in the Downtown San Fernando Mall along San Fernando Rd., between San Fernando Mission Blvd. and Brand Blvd.

Red, White & Lights Independence Day Festival 2024.

The unavailability of Recreation Park due to the San Fernando Regional Park Infiltration Project resulted in the City coordinating the Independence Day Festival in the Downtown San Fernando Mall for the past two years. In 2022 and 2023, the event was scheduled on the weekend before the holiday to minimize competition with other events in surrounding areas and to allow for cost savings in regards to entertainment and activity vendor procurement as well as staff time.

For the 2024 celebration, staff is proposing to host the event on Saturday, June 29, 2024. Moving forward with this date recommendation will allow staff to continue similar planning efforts as in

Discussion and Consideration of the 2024 Independence Day Festival

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the past two years with the flexibility to work with various vendors that would otherwise already be booked on July 4, 2024. In addition to the date recommendation, staff is also proposing to relocate the event to its original site at Recreation Park.

Although the event has been successful and well attended in the Downtown San Fernando Mall for the past two years, relocating it to Recreation Park will serve as a grand reopening of the grounds in true celebratory form and return of the event to its historic and more traditional setting. The park is more conducive to the theme of the event and aligns with the “backyard family barbeque” spirit of summer and Independence Day. It is inviting and encourages the community to gather for cookouts and picnics, provides plenty of space for seating under the trees, is in close proximity to the swimming pool and has ample space for additional activities.

In an effort to preserve the condition of the newly laid sod, event staff is developing a layout that utilizes the dirt and decomposed granite areas of the park for stages, rides, booths, games, and other activities while minimizing the impact on the newly established grass areas.

If approved, staff will continue to work with existing partners, local businesses and organizations to transfer the established features of the event from the past two years to the new location and incorporate additional activities such as carnival rides, a scavenger hunt, and access to the swimming pool. The benefits of relocating to the park reach beyond the attendees. It will also improve relations with the downtown business owners, who for two years, have been impacted by the back-to-back street closures due to the San Fernando Outdoor Market event and the City’s Independence Day Festival. In addition, the change in location may also require less staff resources from other departments as the footprint of the event will primarily be on the park grounds and not require extensive street closures or traffic management.

BUDGET IMPACT:

The FY 2023-2024 allocation for the Independence Day Celebration is \$35,000. The projected cost of the 2024 event is expected to be within budget so long as there are no significant changes in the scope of the event. Staff will work towards securing sponsors to cover unanticipated cost increase that may result during the planning stage.

CONCLUSION:

It is recommended that the City Council receive and file this report, provide direction as to the date and location of the 2024 Red, White and Lights Independence Day Festival, and provide additional direction as appropriate.

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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" (Attachment "A", Exhibit "A");
- b. Authorize the City Manager to make non-substantive changes, as appropriate;
- c. Authorize the City Manager, or designee, to take certain related actions to develop, implement and facilitate an in-house Commissioners training program; and
- d. Provide staff with direction, as applicable.

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

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

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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.
8. On January 16, 2024, the City Council directed staff to provide details on internal processes for checking eligibility and potential compensation issues related to Dreamer status and to amend the “Application to Apply for a City Commissioner” (Attachment “B”) by reinstating the registered voter requirement checkbox and adding a checkbox for indicating Dreamer status.

ANALYSIS:

The City Council plays a pivotal role in shaping the City's future. Central to this process are appointments to Boards, Commissions and Committees (“Commission”), who are essential advisory bodies comprised of dedicated community members appointed by the City Council. These Commissions provide recommendations on various matters within their purview to help ensure that the City Council's decisions are informed and well-rounded. The City has four active City Commissions: Education; Planning and Preservation; Parks, Wellness and Recreation; and Transportation and Public Safety.

The City does not have a clear document on Commission operations, causing confusion and inconsistencies. To remedy this, the proposed Handbook (Attachment “A”, Exhibit “A”) provides resources for Commissioners, ensuring consistency, transparency, and public engagement. It covers Membership Qualifications, Onboarding, Scope, Roles, Parliamentary Procedures, Meeting Compliance, and Resources.

On October 16, 2023, the City Council reviewed the Handbook and suggested changes. These changes included: incorporating the annual reorganization procedure for the selection of Commission Chair; amending the Commissioner application by adding checkboxes for selecting which Commission the applicant is applying for, an “other” checkbox for applicants applying for City Council-appointed liaison agencies (i.e. Upper Los Angeles River Authority (ULART), a checkbox for identifying if the applicant is related to the nominating Councilmember, and removing the voter registration requirement checkbox.)

The City Council provided additional direction to staff as follows:

- a. Provide monthly reports on Commissioners' meeting attendance.
- b. Gradually discontinue printed business cards for Commissioners.

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

Page 3 of 4

- c. Present the draft Handbook to the City’s four Commissions for feedback to be incorporated to the Handbook, if applicable and return to City Council with the final version for adoption.
- d. Suggested a \$100 stipend be paid to Commissioners attending the Rosenberg’s Rules of Order and Ralph M. Brown Act Compliance training.

Throughout November 2023, the Handbook was presented to each of the City’s four Commissions and feedback was received on various aspects of the Handbook. The feedback included: agenda item requests process; which Commissioners are required to file the Statement of Economic Interest Form 700; Commissioner appointment relations with Councilmembers; printed versus digital business cards; clarification on the City’s Table of Organization; policies on Commissioners request to waive stipends and its allocation; dismissal of a Commissioner due to excessive meeting absences; and expressed opposition removing the requirement of an applicant being a registered voter.

In response to Commissioners’ feedback, the draft Handbook was edited to add specific reference to Government Code Section 87200 and included details on the City’s designated Form 700 filer positions, provided additional information on Commissioner compensation and the process of when a Commissioner requests to waive their monthly stipend to donate funds to pre-approved City programs.

Feedback from Commissioners that were not incorporated into the draft Handbook pertains to matters that were already addressed in the Handbook, the City Council Procedural Manual, or is related to budget or policy issues that will be addressed as future agenda items for City Council consideration. These include agenda item requests, the choice between printed and digital business cards, Commissioners work plan requests to City staff liaisons, Commissioners appointment relations with Councilmembers, excessive absences, applicant eligibility requirements, and the City’s organizational chart.

On January 16, 2024, the City Council reviewed the second version of the proposed Handbook, which incorporated Councilmember recommendations from the October 16, 2023 meeting and feedback received from the Commissions. Councilmembers expressed concerns about removing the registered voter requirement for applicants applying for City Commissions. They clarified that the intent was to provide “*Dreamers*” the opportunity to apply for a City Commission rather than eliminating the registered voter requirement.

City Council directed staff to provide details on internal processes for checking eligibility and potential compensation issues related to an applicant identified as Dreamer status, amend the “Application to Apply for a City Commissioner” (Attachment “B”) by reinstating the registered voter requirement checkbox and adding a checkbox for an applicant indicating Dreamer status.

Staff verified with the City Attorney’s Office that Dreamers are the undocumented young people who came to the United States before the age of 16, and who are sheltered under the benefits provided by the Deferred Action for Childhood Arrivals (DACA) program. According to Government Code (GC) section 1020, subdivision (b) (Attachment “C”), individuals, regardless of citizenship or immigration status, are eligible for appointment to a City commission if they are 18 years old, residents of the state of California, and possess a valid unexpired work authorization

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

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permit. Therefore, so long as the work permit remains valid and not expired the individual may serve on a City Commission.

Additionally, the City Attorney’s Office provided clarification that according to Government Code section 1020 (c) (Attachment “C”), *“Notwithstanding any other law, a person appointed to civil office, regardless of citizenship or immigration status, may receive any form of compensation that the person is not otherwise prohibited from receiving pursuant to federal law, including, but not limited to, any stipend, grant, or reimbursement of personal expenses that is associated with carrying out the duties of that office.”* Further, DACA recipients are provided with work authorization permits under federal law that gives them the right to work. Therefore, based on section 1020 (c), individuals with work authorization permits may be provided a stipend for their time on the commission. The City, may require potential appointees to complete and execute an I-9 form which is the US Citizenship and Immigration Services form for employment eligibility verification. So long as the work permit information is valid and current, the City may not inquire further as to the appointee’s DACA (Dreamer) status.

The attached Handbook includes revisions as requested by the City Council, provided at the January 16, 2024 meeting that includes revisions to the Commissioner application reinstating the registered voter requirement and adding a check box to indicate whether the applicant is legally authorized to work in the United States. It is unlawful to ask about immigration status of an individual and therefore the application will not be able to be revised to add the checkbox regarding Dreamer status.

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 is recommending that the City Council adopt Resolution No. 8260 (Attachment “A”) establishing and approving the proposed 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.

ATTACHMENTS:

- A. Resolution No. 8260, including:
 - Exhibit A: Guidelines for Boards, Commissions and Committees Handbook (Redline)
- B. Revised “*Application to Apply for a City Commissioner*”
- C. Government Code (GC) section 1020, subdivision (b) and subdivision (c)

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 5th day of February, 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 5th day of February, 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 February, 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,

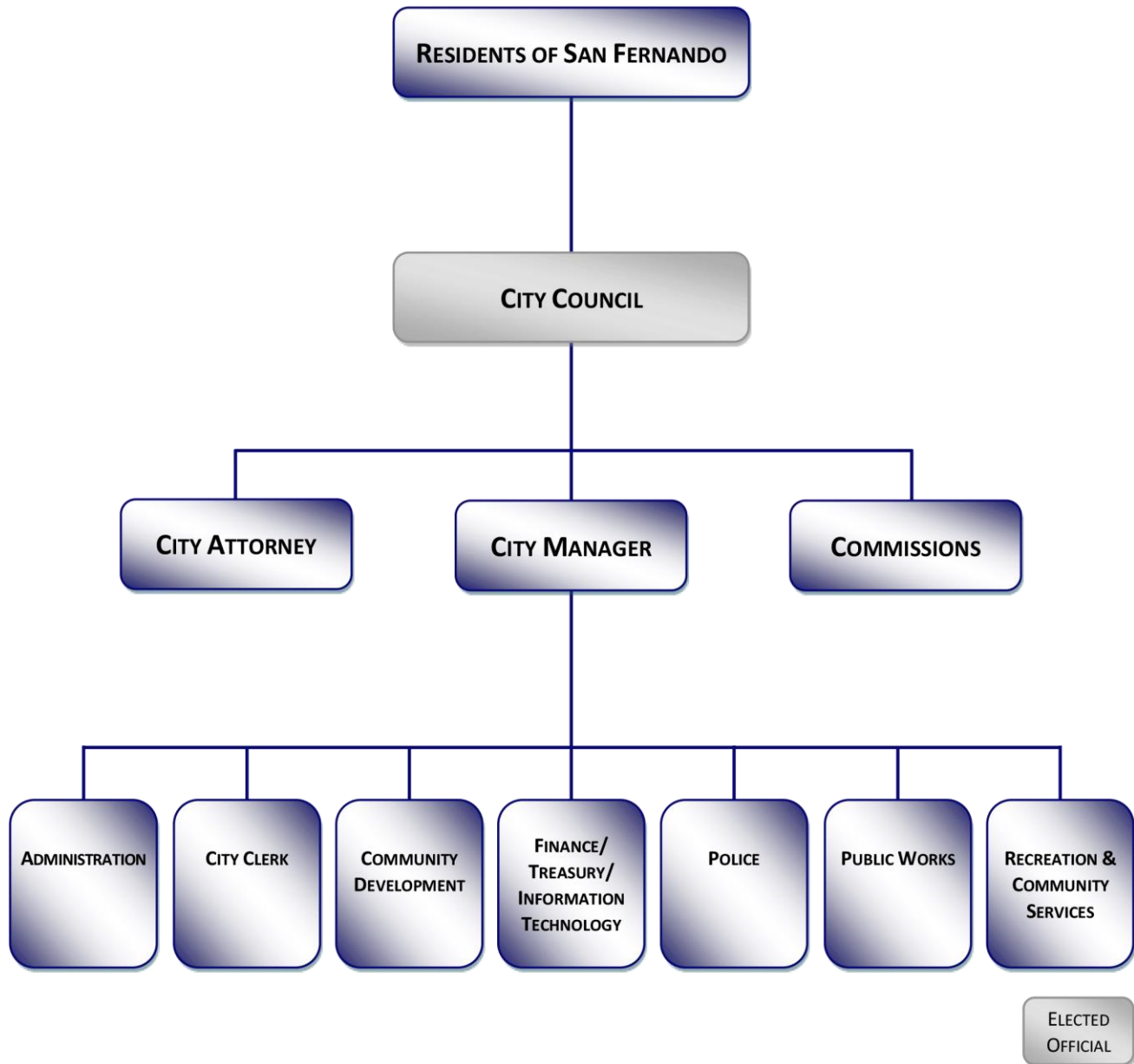
Nick Kimball
City Manager



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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~~ a registered voter and resides in the City of San Fernando or the applicant is authorized to work in the United States. 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. If a Commissioner(s) is ineligible to receive a stipend, those funds would automatically be donated to the Education Commission's Annual Scholarship- Program.

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 cancelled, 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 "GF"). 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 positons 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 monthly~~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.

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? _____		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input type="checkbox"/> YES <input type="checkbox"/> NO		
ARE YOU LEGALLY AUTHORIZED TO WORK IN THE UNITED STATES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
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, nature of the business, and business license number</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.

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

APPLICANT SIGNATURE	DATE
---------------------	------

APPLICATION TO SERVE ON A CITY COMMISSION

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.

CHECK-OFF LIST FOR NEW/OUTGOING COMMISSIONERS**EXHIBIT "D"**

NO. 8260

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 staffs 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

 RES. NO. 8260
 Filing Official Use Only

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 (month, day, year)

Signature (File the originally signed paper statement with your filing official.)

Instructions Cover Page

RES. NO. 8260

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.

CALIFORNIA FORM 700
 FAIR POLITICAL PRACTICES COMMISSION

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
<small>FAIR POLITICAL PRACTICES COMMISSION</small>
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****IF APPLICABLE, LIST DATE:**

\$0 - \$1,999

\$2,000 - \$10,000

\$10,001 - \$100,000

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

Over \$1,000,000

_____/_____/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****IF APPLICABLE, LIST DATE:**

\$0 - \$1,999

\$2,000 - \$10,000

\$10,001 - \$100,000

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

Over \$1,000,000

_____/_____/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

\$10,001 - \$100,000

\$500 - \$1,000

OVER \$100,000

\$1,001 - \$10,000

▶ 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

▶ 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 PropertyDescription of Business Activity or
City or Other Precise Location of Real Property**FAIR MARKET VALUE****IF APPLICABLE, LIST DATE:**

\$2,000 - \$10,000

\$10,001 - \$100,000

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

Over \$1,000,000

_____/_____/22
ACQUIRED_____/_____/22
DISPOSED**NATURE OF INTEREST**

Property Ownership/Deed of Trust

Stock

Partnership

Leasehold

Yrs. remaining

Other

Yrs. remaining

Check box if additional schedules reporting investments or real property are attached

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499

\$10,001 - \$100,000

\$500 - \$1,000

OVER \$100,000

\$1,001 - \$10,000

▶ 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

▶ 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 PropertyDescription of Business Activity or
City or Other Precise Location of Real Property**FAIR MARKET VALUE****IF APPLICABLE, LIST DATE:**

\$2,000 - \$10,000

\$10,001 - \$100,000

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

Over \$1,000,000

_____/_____/22
ACQUIRED_____/_____/22
DISPOSED**NATURE OF INTEREST**

Property Ownership/Deed of Trust

Stock

Partnership

Leasehold

Yrs. remaining

Other

Yrs. remaining

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)

Name _____

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY _____

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

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

\$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

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,

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: ACQUIRED XX/XX/XX DISPOSED XX/XX/XX
NATURE OF INTEREST <input type="checkbox"/> Ownership/Deed of Trust <input type="checkbox"/> Easement <input type="checkbox"/> Leasehold <input type="checkbox"/> Yrs. remaining <input type="checkbox"/> 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:	

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?

SCHEDULE C

Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED	No Income - Business Position Only
\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

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.)

Sale of _____
(Real property, car, boat, etc.)

Loan repayment

Commission or Rental Income, list each source of \$10,000 or more

(Describe)

Other _____
(Describe)

▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED	No Income - Business Position Only
\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

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.)

Sale of _____
(Real property, car, boat, etc.)

Loan repayment

Commission or Rental Income, list each source of \$10,000 or more

(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

TERM (Months/Years)

_____ % 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.

Name _____

SCHEDULE D

Income – Gifts

▶ NAME OF SOURCE *(Not an Acronym)*ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

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.

Name _____

SCHEDULE E

Income – Gifts

Travel Payments, Advances, and Reimbursements

- 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

RES. NO. 0200

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:

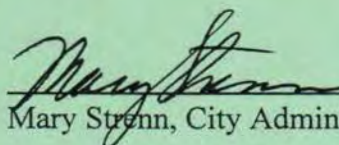
- A. Summarize for the first time in a single document a broad code of ethics and conduct that will apply equally to all employees, despite individual job duties and responsibilities.
- B. Emphasize that each employee in city government occupies a position of public trust that demands the highest moral 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

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? _____		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input type="checkbox"/> YES <input type="checkbox"/> NO		
ARE YOU LEGALLY AUTHORIZED TO WORK IN THE UNITED STATES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
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, nature of the business, and business license number</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.

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

APPLICANT SIGNATURE	DATE
---------------------	------

APPLICATION TO SERVE ON A CITY COMMISSION

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:





State of California

GOVERNMENT CODE

Section 1020

1020. (a) A person is eligible to hold an elective civil office if, at the time of election, the person is 18 years of age and a citizen of the state.

(b) Notwithstanding any other law, a person, regardless of citizenship or immigration status, is eligible to hold an appointed civil office if the person is 18 years of age and a resident of the state.

(c) Notwithstanding any other law, a person appointed to civil office, regardless of citizenship or immigration status, may receive any form of compensation that the person is not otherwise prohibited from receiving pursuant to federal law, including, but not limited to, any stipend, grant, or reimbursement of personal expenses that is associated with carrying out the duties of that office.

(Amended by Stats. 2019, Ch. 790, Sec. 3. (SB 225) Effective January 1, 2020.)

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and City Councilmembers

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

Date: February 5, 2024

Subject: Discussion and Consideration to Review and Approve City Council Liaison Assignments and Ad Hoc Committee Assignments

RECOMMENDATION:

It is recommended that the City Council review and provide direction to staff regarding Councilmember Liaison Assignments (Attachment "A") and Ad Hoc Committee Assignments (Attachment "B").

BACKGROUND:

1. The San Fernando City Council is composed of five Councilmembers that are directly elected by the voters in the City to serve a four-year term. The City Council elects the Mayor and Vice Mayor annually in December. The terms of office of the Mayor and Vice Mayor shall be for one year, or until their successors have been chosen. The annual reorganization involves, in part, new (or re-appointed) liaison appointments and assignments to various committees and outside organizations.
2. Pursuant to Section 11.2 of the City Council Procedures Manual (Attachment "C"), the Mayor, with the consent of the majority of the City Council, may appoint Councilmembers to serve as the City's liaison to certain organizations, Ad hoc committees, and standing committees.
3. On December 4, 2023, the City Council proceeded with the annual reorganization and re-elected Celeste T. Rodriguez to continue serving as Mayor and Mary Mendoza to continue serving as Vice Mayor, until the next mandatory reorganization, which would occur after the City's regular Election results in November 2024.
4. In January 2024, Mayor Rodriguez provided each Councilmember with the opportunity to express interest/priorities for ad hoc committee and liaison assignments to ensure maximum participation by the City. The ad hoc committee and liaison assignments will be revisited after the current City Council vacancy is filled.

Discussion and Consideration to Review and Approve City Council Liaison Assignments and Ad Hoc Committee Assignments

Page 2 of 3

ANALYSIS:

Ad Hoc Committees.

Ad Hoc committees consist of either one or two Councilmembers, have a clear and definite scope, and dissolve upon completion of the scope, unless otherwise extended by the City Council with a new scope. Ad Hoc committees are less formal than standing committees and are therefore not subject to the requirements of the Ralph M. Brown Act.

After reviewing the current Ad Hoc list, a number of Ad Hoc Committees are proposed to be dissolved. Those include:

1. Strategic Goals and Community Outreach (Rodriguez, vacant) – City Council to discuss these topics at annual Strategic Goals Study session.
2. Homeless Action Plan (Rodriguez, vacant) – Staff to provide annual report on progress of the Homeless Action Plan to City Council when PIT count is presented.
3. Diversity, Equity & Inclusion (Rodriguez, Fajardo) – New Personnel Manager to review policies and recommend changes.
4. 100-Year Anniversary of Women’s Right to Vote (Mendoza, Fajardo) – Scope to be incorporated into the Beautification Ad Hoc.
5. Green City (Solorio, vacant) – To be reviewed and possibly re-established after the Climate Action Resiliency Plan kicks off.
6. Local Transit & Mobility (Mendoza, Fajardo) – Metro to present updates regarding light rail and other regional transit efforts at City Council meetings.
7. Pension Obligation Bond (Mendoza, Fajardo) – Due to changes in market conditions, this effort is not currently viable.

Two new ad hoc committees are proposed to be established with the following scope of work:

1. Education Compact – Review information and develop recommendations to City Council related to implementing the Education Compact with LAUSD. This ad hoc may also interact with the Education Commission as part of their scope of work.
2. Parking Management Master Plan – Review information and develop recommendations to City Council related to the Parking Management Master Plan developed in 2021. Staff is currently undergoing a Request for Proposal process to secure a parking consultant to assist with developing the necessary ordinances, policies, procedures, and fees associated with implementing a residential parking permit program. An agenda item will be presented to City Council in the next few months to award a professional services agreement and will include a request to appoint members to this ad hoc at that time.

Discussion and Consideration to Review and Approve City Council Liaison Assignments and Ad Hoc Committee Assignments

Page 3 of 3

Liaison Assignments

The City is a member of various associations and regional governing bodies, such as the Independent Cities Association (ICA), Contract Cities Association (CCA), Southern California Association of Governments (SCAG), the League of California Cities (League), and Valley Economic Alliance (VEA), to name a few. Members of the City Council are appointed to these organizations to serve as liaison and represent the City on boards, membership meetings, and annual conferences.

Two changes are being proposed to the Liaison Assignments:

1. Assign Councilmember Mary Solorio to the San Fernando Downtown Mall Merchants Association.
2. Assign Councilmember Mary Solorio to the Valley Economic Alliance to fill the current vacancy.
3. Assign Councilmember Joel Fajardo as delegate to the Contract Cities Association.
4. Assign Vice Mayor Mary Mendoza as delegate to the San Fernando Valley Council of Governments.

All other liaison assignments are proposed to remain unchanged.

BUDGET IMPACT:

The City Council annual updates to the liaison assignments, ad hoc and committees lists are included in the City Clerk's regular work plan and, therefore, included in the Fiscal Year 2023-2024 Adopted Budget.

CONCLUSION:

It is recommended that the City Council review and approve the City Council Liaison and Ad Hoc Committee Assignments (Attachment "A" and "B," respectively).

ATTACHMENTS:

- A. City Council Liaison Assignments
- B. City Council Ad Hoc Committee Assignments
- C. City Council Procedure, Section 11.2



AGENCY/COMMITTEE		AGENCY PURPOSE	LOCATION DAY/TIME FREQUENCY	APPOINTEE(S)	COMMENTS	STIPEND Y/N \$- if any	COI FORM 700
1	San Fernando Downtown Mall Merchants Association	Promotes economic development in the Mall area	Location: Varies Day/Time: Varies Frequency: Monthly	Mary Solorio	<i>Pending Finalization -Memorandum of Understanding with SF Mall Merchants Association</i>	N	N
2	City Selection Committee (L.A. County)	Purpose to appoint city representatives to boards, commissions, and agencies as required by law.	Location: Varies Day/Time: Varies Frequency: 3 or 4 times annually upon chairman's call	Delegate: Celeste Rodriguez Alternate: Mary Mendoza	<i>Mayor serves as Delegate</i>	N	N
2.a	City Selection Committee (L.A. County) - Library Commission - Third District	Contribute input to stabilizing funding, advocate for support at local/state levels, keep abreast on evolving library needs. Promote Library programs and services	Location: Varies Day/Time: Varies Frequency: Bi-Monthly	Celeste Rodriguez Mary Mendoza	<i>LA County City Selection Committee appoints representative to serve on applicable area district for a 2-yr term. Appointments are to the Third Supervisorial District to the Library Commission Effective 5/1/2022 and expires 4/30/2024.</i>	N	N
3	Valley Economic Alliance	Foster economic vitality through strategic public-private partnerships for a sustainable economic future.	Location: Varies Day/Time: Varies Frequency: Monthly	Mary Solorio		N	N
4	Independent Cities Association (ICA)	Focuses on public safety, education, infrastructure, intergovernmental relationships	Location: Virtual only Day/Time: 1st Thursday, Varies Frequency: Monthly	Delegate: Mary Solorio Alternate: Celeste Rodriguez	<i>Eff. 10/2/2023 Mary Solorio appointed as Executive Board Secretary and attends both Executive Board and Board Member Meetings</i>	N	N
5	Contract Cities Association (CCA)	Advocate for the rights of cities to practice the contracting model and to strengthen local control	Location: Varies Day/Time: Varies Frequency: Quarterly	Delegate: Joel Fajardo Alternate: Mary Solorio		N	N
6	Independent Cities Risk Management Authority (ICRMA)	Risk Management Joint Powers Agreement - pool resources for liability, workers' compensation, property, and auto physical damage self-insurance programs.	Location: Varies Day/Time: 2nd Wednesday, Varies Frequency: Even Numbered Months	Delegate: To Be Determined Alternative: Erica Melton Sub Alternate: Nick Kimabll	<i>Adoption of a new Resolution is required when representatives are changed</i>	N	N



City Council Liaison Assignments

Proposed Revisions: February 5, 2024

Page 2 of 3

AGENCY/COMMITTEE		AGENCY PURPOSE	LOCATION DAY/TIME FREQUENCY	APPOINTEE(S)	COMMENTS	STIPEND Y/N \$- if any	COI FORM 700
7	Independent Cities Finance Authority (ICFA)	Assist public agencies to finance the acquisition, construction, installation and/or equipping of public capital improvements	Location: Lynwood City Hall or Varies Day/Time: Varies, 12pm Frequency: As needed	Delegate: Joel Fajardo Alternate: Mary Mendoza	<i>Eff. 01/17/2023: Adopted Resolution No. 8205 Appointing: Joel Fajardo, Delegate and Mary Mendoza as alternative represenatives. (Note: changes must be adopted by resolution)</i>	\$150 \$1500/Annual Cap	Y
8	League of California Cities	Legislative advocacy supporting regulatory measures promote local decision-making, and lobby against policy that erodes local control.	Location: Varies Day/Time: 3rd Thursday, 9:30am Frequency: Bi-Monthly & Varies	Delegate: Mary Mendoza Alternate: Celeste Rodriguez		N	N
9	San Fernando Valley Council of Governments (SFVCOG)	Through a Joint Powers Agreement - work to develop & implement subregional policies & plans unique to the greater SFV region, encourage inter-governmental cooperation and coordination of government programs	Location: Varies Day/Time: 2nd Monday, 10am Frequency: Quarterly	Delegate: Mary Mendoza Alternate: Joel Fajardo		N	N
10	Southern California Association of Governments (SCAG)	Provides broad base advocacy for Southern Californians through inclusive collaboration, visionary planning, regional advocacy, information sharing, and promoting best practices.	Location: SCAG Los Angeles Day/Time: 1st Thursday, 12pm Frequency: Monthly	1) Regional Council District #67 Representative: Celeste Rodriguez 2) Delegate: Celeste Rodriguez Alternate: Vacant	SCAG requests appointments annually for: 1) <u>Regional Council District # 67 Representative</u> - (Councilmember From either San Fernando/Santa Clarita alternates 2 yr Terms) San Fernando Eff. 5-4-23 to 5-2025; and 2) <u>A Voting Delegate & Alt. to represent at General Assembly</u> is a Separate Designation by Council action. 2023 Voting Delegate: Nick Kimball	\$150	Y



City Council Liaison Assignments

Proposed Revisions: February 5, 2024

Page 3 of 3

AGENCY/COMMITTEE		AGENCY PURPOSE	LOCATION DAY/TIME FREQUENCY	APPOINTEE(S)	COMMENTS	STIPEND Y/N \$- if any	COI FORM 700
11	Southern California Association of Governments (SCAG) - Community Economic & Human Development (CEHD) Policy Committee	Provides oversight of Growth Visioning/Growth Forecasting processes, Regional Housing Needs Assessment, the Intergovernmental Review effort and the monitoring and analysis of the Regional Economy.	Location: SCAG Los Angeles Day/Time: 1st Wednesday, 9:30am Frequency: Monthly	Vacant	<i>Pending Appointment by SFVCOG to serve on policy committee of SCAG</i>	\$150	Y
12	Metropolitan Water District of Southern California (MWD)	Provide service area with adequate and reliable supplies of highquality water to meet present and future needs	Location: 700 N. Alameda St., Los Angeles Day/Time: 1st Tuesday, 12:30pm Frequency: Monthly	Adan Ortega	<i>Appointment - Adopted by City Resolution No. 2021</i>	Y	Y
13	Los Angeles County Metropolitan (METRO) Transportation Authority (MTA) San Fernando Valley Service Council	Provider of mobility options that enable people to spend less time traveling	Location: 6262 Van Nuys Blvd Van Nuys Day/Time: 1st Wednesday, 6pm Frequency: Monthly	Pastor Rudy Trujillo	<i>Term effective July 1, 2023 to June 30, 2026, seat shared among San Fernando, Burbank & Glendale. Elected Official - not a requirement to serve</i>	\$100/ \$2400 Annual Cap	Y
14	Greater Los Angeles County Vector Control District	Reduce public health vectors below nuisance levels, prevent human infection associated with mosquito-transmitted diseases	Location: Santa Fe Springs, CA Day/Time: 2nd Thursday, 7pm Frequency: Monthly	Sylvia Ballin	<i>Term of Office Option: a. 2-year: 1/2/23 to 1/3/25 Elected official not required to serve</i>	\$175/City \$100/District	Y
15	Upper Los Angeles River and Tributaries Working Group (Mountains Recreation and Conservation Authority) (ULAR)	Develop a revitalization plan for the Upper LA River, the tributaries of the Pacoima Wash, Tujunga Wash, and Verdugo Wash and any additional tributary waterway	Location: 570 West Ave, Los Angeles Day/Time: 1st Monday, 6:30pm Frequency: Monthly	Delegate: Celeste Rodriguez <u>Effective: 6-15-2023</u> Alternate: Carlos Hernandez Sub. Alternate: Kenneth Jones	<i>Upon Annual CC Reorganization the appointed Mayor automatically serves on board, per ULAR and Tributaries Policy & Mayor Appoints Alternate/Sub. Alternative</i>	Y	Y



AD HOC NAME	CITY COUNCIL MEMBERS	SCOPE	STRATEGIC GOAL SUPPORTED
Strategic Goals and Community Outreach <u>Responsible Staff:</u> Administration <u>Meeting Frequency:</u> At least one community meeting per quarter until dissolved	Rodriguez Vacant	Review information and develop recommendations to City Council to update the City Council's Strategic Goals each year to ensure they remain relevant; communicate related accomplishments to the community through updated goals and annual reports; and solicit community feedback related to City Council goals through community surveys and other forms of outreach; review information and develop recommendations to City Council on efforts toward increasing community engagement; develop metrics related to the associated strategic goal to measure progress towards the goal; and make related recommendations to City Council.	All Strategic Goals Recommend dissolve. To be discussed during annual Strategic Goals Study Session.
Homeless Committee <u>Responsible Staff:</u> Community Development <u>Meeting Frequency:</u> At least one community meeting per quarter until dissolved	Vacant Rodriguez	Review information and develop recommendations to City Council related to addressing homelessness in San Fernando, including, but not limited to: Review of consultants to execute Homeless Action Plan; Provide guidance regarding community outreach as part of a Homeless Action Plan strategies; Review proposed ordinances, resolutions, and policies that impact the homeless population in San Fernando; Review the City's annual Point in Time (PIT) homeless count, and other homeless policy related items that require additional study; and make related recommendations to City Council.	Focus on Community First Recommend dissolve. Provide annual report to City Council on progress of HAP and PIT count.
Diversity, Equity, & Inclusion <u>Responsible Staff:</u> Administration Finance <u>Meeting Frequency:</u> To Be Determined	Fajardo Rodriguez	Review information and develop recommendations to City Council related to preparation of a statement on City's position on diversity, equity and inclusion; review of the City's policies and practices, and assist with developing related policies and guidelines, as necessary; and make related recommendations to City Council. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>	Focus on Community First Recommend dissolve pending review by new Personnel Manager.

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers



CITY COUNCIL AD HOC & STANDING COMMITTEES

As of City Council, 12-11-2023

AD HOC NAME	CITY COUNCIL MEMBERS	SCOPE	STRATEGIC GOAL SUPPORTED
Food Security <u>Responsible Staff:</u> RCS <u>Meeting Frequency:</u> TBD	Rodriguez Solorio	Review and gather information on the need of the community and resources currently available; provide recommendation to City Council regarding opportunities to expand healthy food access and explore feasibility of a dry food bank.	Focus on Community First
Economic Development/ Downtown Master Plan <u>Responsible Staff:</u> Community Development Administration <u>Meeting Frequency:</u> At least one community meeting quarterly until dissolved	Fajardo Solorio	Review information and develop recommendations to City Council related to the Downtown Master Plan, including review of prior economic development studies, Specific Plans, and other planning/visioning documents and their related public outreach/engagement process; and make related recommendations to City Council. Additionally, Ad Hoc members would represent the City at Economic Development organizations and events (e.g. VEA, VICA, ICSC, etc.) Develop metrics related to the associated strategic goal to measure progress towards the goal.	Cultivating a Stronger Local Economy
San Fernando Beautification Program <u>Responsible Staff:</u> Public Works RCS <u>Meeting Frequency:</u> At least one community meeting quarterly until dissolved	Mendoza Solorio	Review information and develop recommendations to City Council related to the beautification program concepts, including, but not limited to, identifying community clean-up project events and available city resources to provide the community with clean streets, parks, trails, public parking facilities, etc. within the City, under the direction of the City Manager; develop policy recommendations for Mural guidelines on public property, including, but not limited to, City-owned buildings, parks, utility boxes, sidewalks, medians, and other publicly owned assets. Additionally, review artist concepts and renderings for all proposed murals on public land, including the <i>100-year Anniversary of Womens' Right to Vote Mural</i> and <i>Elias Rodriguez</i> murals; and make related recommendations to City Council. Develop metrics related to the associated strategic goal to measure progress towards the goal.	Preserve Beautiful Homes and Neighborhoods

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers



CITY COUNCIL AD HOC & STANDING COMMITTEES

As of City Council, 12-11-2023

AD HOC NAME	CITY COUNCIL MEMBERS	SCOPE	STRATEGIC GOAL SUPPORTED
100-Year Anniversary of Women's Right to Vote <u>Responsible Staff:</u> RCS <u>Meeting Frequency:</u> As necessary until dissolved	 Fajardo Mendoza	 Review information and develop recommendations for commemorating the women's suffrage movement that culminated in the passage of the 19th Amendment to the United States Constitution. (Recommend dissolving upon completion of a proper recognition event by January 2024)	 Preserve Beautiful Homes and Neighborhoods Recommend dissolve. Include in Beautification Ad Hoc.
Green City <u>Responsible Staff:</u> Public Works <u>Meeting Frequency:</u> At least one community meeting per quarter until dissolved	 Solorio Vacant	 Review information and develop policy recommendations to City Council related to the Climate Action Resiliency Plan, including public outreach efforts, programs to decrease carbon footprint, street and parkway trees, and other items related to the CARP that require additional study; and make related recommendations to City Council. Develop metrics related to the associated strategic goal to measure progress towards the goal.	 Strengthen Climate Resilience and Environmental Justice Recommend dissolve. Consider establishing as Climate Action & Resiliency Plan (CARP) when project kicks off.
Local Transit and Mobility <u>Responsible Staff:</u> Public Works <u>Meeting Frequency:</u> At least one community meeting per quarter until dissolved	 Fajardo Mendoza	 Review information and develop policy recommendations to City Council related to local transportation and mobility in San Fernando, including Metro Light Rail (ESFVTC) policy related items that require additional study, implementing the Safe and Active Streets Plan, support for vehicle electrification, efforts to increase use of the Mission City Bike Trail, and other transportation related efforts. Develop metrics related to the associated strategic goal to measure progress towards the goal.	 Enhance Public Transportation to Move San Fernando Recommend dissolve. Updates from Metro regarding light rail and regional transit to be presented during Council meeting.

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers



AD HOC NAME	CITY COUNCIL MEMBERS	SCOPE	STRATEGIC GOAL SUPPORTED
Pension Obligation Bond <u>Responsible Staff:</u> Administration & Finance <u>Meeting Frequency:</u> Twice in October/November	Mendoza Fajardo	Review investment opportunities to decrease the City's long-term pension liability.	Forge Financial Strength and Stability Recommend dissolve. Due to changes in market conditions, no longer viable. Will agendize if becomes available again.
COVID-19 Relief Program Rename: CDBG Programs Ad Hoc <u>Responsible Staff:</u> Administration <u>Meeting Frequency:</u> At least one community meeting quarterly until dissolved	Rodriguez Fajardo	Review information and develop recommendations to City Council related to the City's annual CDBG funding allocation. for local COVID-19 economic relief programs and related funding, including, but not limited to, funding made available through the American Rescue Plan Act, additional CDBG-CV allocations, and any other funding sources available to provide local economic relief to businesses, residents, and the City. (Recommend dissolving once City Council has established local COVID-19 Relief Programs funded through available funding source)	Emergency Preparedness: Supporting the Community
Parking Management Master Plan <u>Responsible Staff:</u> Public Works <u>Meeting Frequency:</u> As necessary until dissolved	TBD TBD	Review information and develop recommendations to City Council related to implementing the Parking Management Master Plan.	Preserve Beautiful Homes and Neighborhoods Recommend creating as a placeholder. Appoint Ad Hoc when contract is awarded to consultant to assist with implementing PMMP.

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers



CITY COUNCIL AD HOC & STANDING COMMITTEES

As of City Council, 12-11-2023

AD HOC NAME	CITY COUNCIL MEMBERS	SCOPE	STRATEGIC GOAL SUPPORTED
Education Compact <u>Responsible Staff:</u> RCS <u>Meeting Frequency:</u> As necessary until dissolved	Rodriguez Mendoza	Review information and develop recommendations City Council related to implementing the Education Compact with LAUSD. May work with Education Commission as part of the scope of this ad hoc	Focus on Community First

STANDING COMMITTEES: None, as of this update.

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers

10. MINUTES

10.1 PREPARATION OF MINUTES

It is the City Clerk's responsibility to maintain the record (minutes) of City Council meetings. Minutes shall be approved by the City Council, to lend further weight to the accuracy and completeness of the record. The City Clerk shall have exclusive responsibility for preparation of the minutes and any directions for changes to conform with fact shall be made by action of the City Council.

The City Clerk shall keep "Action Minutes" in order to maintain a full and true record of all proceedings of the City Council. The minutes shall consist of a clear and concise statement of each and every City Council action including the motions made and the vote thereon. Reasons for making motions or voting, City Council debate and audience reaction are generally not included in the minutes. Such items may be included if considered to be particularly relevant or otherwise necessary by the City Clerk.

10.2 ABSENCE OF CITY CLERK

If the City Clerk is absent from a City Council meeting, the Deputy City Clerk shall act. If there is none, the Mayor shall appoint one of the Councilmembers as City Clerk Pro Tem. (Government Code Section 36804)

11. REORGANIZATION

11.1 SELECTION OF MAYOR AND VICE MAYOR

Pursuant to Government Code Section 36801 "The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore." The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen. In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor at the first regular meeting in December. 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:

Election of Mayor:

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

Election of Vice Mayor: (City Clerk to follow steps a-e above)

11.2 SELECTION OF CITY COUNCIL LIAISONS AND DELEGATES

After the procedure prescribed in Section 11.1 has been completed, the Mayor, with the consent of a majority of the City Council, may appoint new City Council liaisons/delegates to the various City Committees and Commissions, or as liaison/delegate to any other organization as may be appropriate. Nothing in this Section would prohibit the Mayor, with approval of a majority of the City Council from making changes or other appointments during any other time.

12. COMMITTEES

12.1 GENERAL

The Mayor may, subject to concurrence of a majority of the City Council: (a) designate standing and ad hoc committees (collectively “Committee”); and (b) make appointments to all committees.

Each standing committee shall consist of two (2) Councilmembers. An ad hoc committee may consist of either one or two Councilmembers.

12.2 PURPOSE

The primary purpose of each Committee is to provide a forum for the thorough vetting of matters within the committee’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 committee’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.

Ad hoc committees shall have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the City Council with a new scope. Ad hoc committees are less formal than standing committees and are therefore not subject to the requirements of the Ralph M. Brown Act.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Vice Mayor Mary Mendoza

Date: February 5, 2024

Subject: Discussion and Consideration on the Adoption of an Ordinance Addressing the Misuse of the City Seals and Logo

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction on the creation of a comprehensive ordinance to ensure the proper representation and protection of the City's image.

BACKGROUND/ANALYSIS:

1. See Attachment "A" that was submitted to request to agendize this item for the February 5, 2024 City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENT:

- A. Request to Agendize an Item for City Council Discussion/Consideration

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

Mary Mendoza

TITLE

Vice Mayor

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion and Direction on the Adoption of an Ordinance Addressing the Misuse of the City Seals and Logo

PRIORITIES

Is this included in the current FY priorities?

☒ Yes ☐ No

BUDGET

Is this a budgeted item?

☐ Yes ☒ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.

☐ Yes ☒ No \$

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Currently our Municipal Code lacks adequate guidance on prohibited uses of the city seal and logo. This leaves room for potential misuse, raising concerns about the protection and integrity of our city's symbols.

I propose that the City Council consider adopting an ordinance addressing the proper usage of the city seal and logo. Such an ordinance would provide clear guidelines on permissible and prohibited uses, safeguarding the city's identity and preventing any unauthorized or inappropriate utilization of these symbols.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

Discussing this matter and providing staff direction on the creation of a comprehensive ordinance will ensure the proper representation and protection of our city's image.

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: February 5, 2024

Subject: Discussion and Consideration to Accept a Donation from Friends of the San Fernando Library

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

BACKGROUND/ANALYSIS:

1. See Attachment "A" that was submitted to request to agendize this item for the February 5, 2024 City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

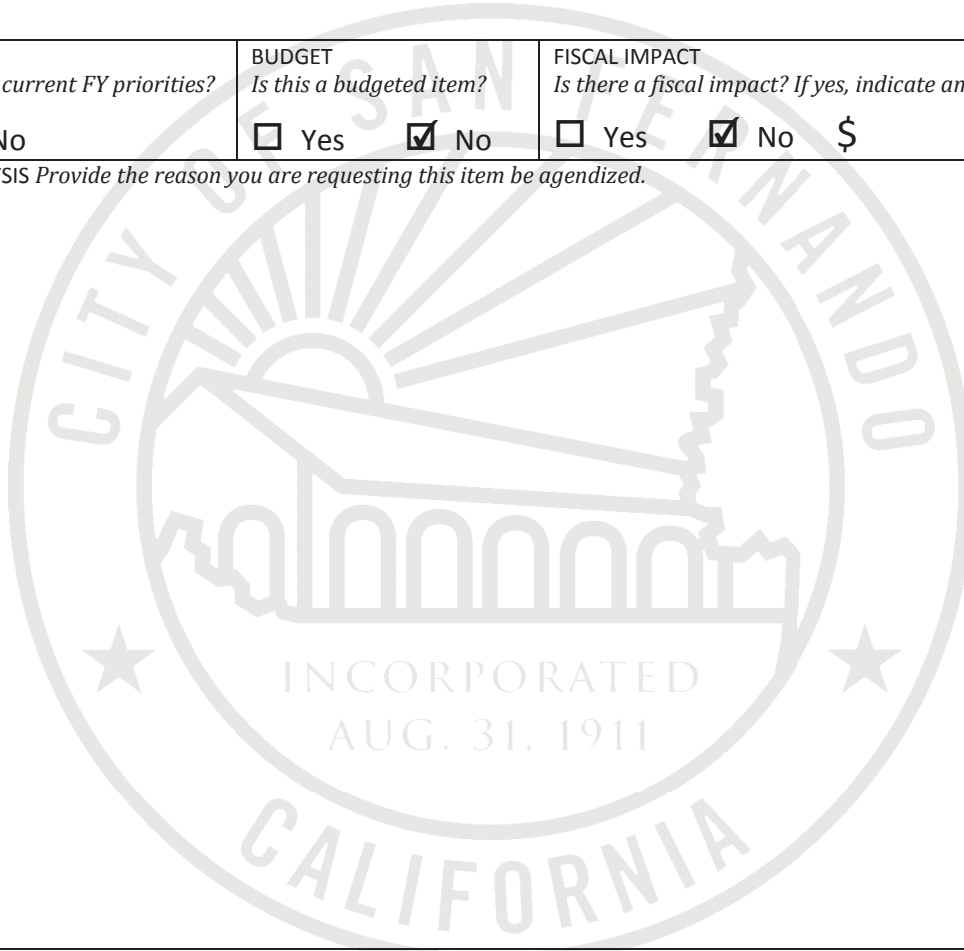
NAME Celeste Rodriguez	TITLE Mayor
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Accept donation from Friends of the San Fernando Library

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*



ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

Accept donations, acknowledge the Friends of the San Fernando Library and provide direction.