



CITY OF SAN FERNANDO
CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:15 PM
REGULAR MEETING – 6:00 PM
MONDAY, MAY 20, 2024

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

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.

CALL TO ORDER - SPECIAL MEETING 5:15 P.M. (CLOSED SESSION)

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

There will be a three (3) minute limitation for each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

RECESS 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)

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

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:

City Representative: City Attorney Richard Padilla
Unrepresented Employee: City Manager

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream audio and video, via YouTube, at: <https://www.youtube.com/c/CityOfSanFernando>

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

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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.

CALL TO ORDER - REGULAR MEETING 6:00 P.M. (OPEN SESSION)

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

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

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF REGULAR MEETING 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. ANNUAL RECOGNITIONS
 - Drinking Water Week – May 5, 2024 to May 11, 2024
 - National Public Works Week – May 19, 2024 to May 25, 2024

- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR MAY STUDENT OF THE MONTH (ACADEMIC ACHIEVEMENT)
Samantha Lansang (O'Melveny Elementary School)

- C. PRESENTATION OF CERTIFICATES OF RECOGNITION TO MURALIST FOR THEIR WORK ON THE MURAL PROJECT AT CESAR CHAVEZ LEARNING ACADEMY

- D. PRESENTATION OF CERTIFICATES OF RECOGNITION TO YOUTH PARTICIPANTS AT THE BUTTERFLY & POLLINATOR HABITAT PROJECT EVENT HELD ON MAY 5, 2024

- E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY AS WILLIAMS SYNDROME AWARENESS MONTH

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- F. PRESENTATION FROM GUIDE DOGS OF AMERICA – TENDER LOVING CANINES REGARDING TRAINING SERVICES FOR GUIDE DOGS
- G. PRESENTATION FROM METRO REGARDING EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR PHASE 2
- H. PRESENTATION FROM THE LOS ANGELES CITY FIRE DEPARTMENT OPERATIONS VALLEY BUREAU REGARDING 2023 FIRE STATISTICS IN SAN FERNANDO

DECORUM AND ORDER

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

PUBLIC STATEMENTS

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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. February 20, 2024 – Special and Regular Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-052 approving the Warrant Register.

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3) CONSIDERATION TO APPROVE FOR SECOND READING TO ADOPT ORDINANCE NO. 1722 AMENDING THE CITY OF SAN FERNANDO'S WATER POLICIES TO COMPLY WITH SENATE BILL 998 AND SENATE BILL 3, AMENDING PROVISIONS OF SECTIONS 94-151 THROUGH 94-164 OF DIVISION I, CHAPTER 94 (UTILITIES), ARTICLE III (WATER) OF THE SAN FERNANDO MUNICIPAL CODE CONCERNING THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT

Recommend that the City Council approve for second reading, in title only, and waive further reading to adopt Ordinance No. 1722, titled, "an Ordinance of the City Council of the City of San Fernando, California, amending provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code concerning the discontinuation of residential water service for Nonpayment" with an effective date of July 1, 2024.

4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NETXPERTS LLC FOR INFORMATION TECHNOLOGY MANAGED SERVICES

Recommend that the City Council:

- a. Approve a two (2) year Professional Services Agreement with NetXperts LLC to begin July 1, 2024, with three (3) one-year extension options. (Contract No. 2240) to provide full-service Information Technology Managed Services for an amount not to exceed \$149,700 per year with a 3.5% annual escalator and up to 10% per year for additional work requested by the City; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

5) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS IN ACCORDANCE WITH THE CITY'S RECORDS RETENTION SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF RECORDS

Recommend that the City Council:

- a. Adopt Resolution No. 8302 authorizing the City Clerk and City Attorney to destroy obsolete records per the Destruction List Approval and detailed in the Request for Destruction of Records pursuant to the State of California, Government Code Section 34090 and the City's approved Records Retention Schedule for the Maintenance and Disposition of Records;
- b. Authorize the City Clerk to certify the Certificate of Destruction; and
- c. Authorize the City Clerk to take all related actions to dispose of such records.

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6) CONSIDERATION TO APPROVE ON-CALL PROFESSIONAL BUILDING & SAFETY SERVICES AGREEMENTS TO PROVIDE AS-NEEDED COMPREHENSIVE BUILDING SERVICES TO THE COMMUNITY DEVELOPMENT DEPARTMENT

Recommend that the City Council:

- a. Approve a Professional Services Agreement with Scott Fazekas & Associates, Inc. (Contract No. 2247) for On-Call Building Plan Review Services;
- b. Approve a Professional Services Agreement with Interwest a SAFEbuilt Company, Inc. (Contract No. 2248) for On-Call Comprehensive Building & Safety Services; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

7) CONSIDERATION TO APPROVE A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO FUND THE WATER NITRATE TREATMENT SYSTEM; ADOPT A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES; AND ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2023-2024 ADOPTED BUDGET

Recommend that the City Council:

- a. Approve Funding Agreement No. 4600015580 (Contract No. 2250) with the State of California Department of Water Resources to fund the Water Nitrate Treatment System in the amount of \$3,000,000;
- b. Adopt Resolution No. 8304 authorizing the City to enter into a Funding Agreement with the State of California Department of Water Resources to receive funds for the City's Well No. 2A Water Nitrate Treatment System;
- c. Adopt Resolution No. 8305 amending the Fiscal Year 2023-2024 Adopted Budget to appropriate expenditures and revenues in the Capital Grants Fund; and
- d. Authorize the City Manager to execute the grant agreement with CDWR and all grant related documents.

8) CONSIDERATION TO APPROVE A SUB-AWARD AGREEMENT WITH THE CITY OF LOS ANGELES FOR THE 2023 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM AND ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2023-2024 ADOPTED BUDGET

Recommend that City Council:

- a. Approve the Sub-Award Agreement (Contract No. 2249) with the City of Los Angeles for the 2023 Urban Area Security Initiative Grant Program in the amount of \$223,062;

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- b. Adopt Resolution No. 8303 amending the Fiscal Year 2023-2024 Budget to appropriate the grant expenditures and revenues for the UASI 2023 Grant; and
- c. Authorize the City Manager to execute the agreement and all related documents.

9) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE 2024 SPECIAL OLYMPICS TORCH RUN, USE OF THE CITY SEAL, WAIVER OF FACILITY USE FEES, AND AUTHORIZATION FOR FUTURE CO-SPONSORSHIP OF SPECIAL OLYMPICS OF SOUTHERN CALIFORNIA EVENTS

Recommend that the City Council:

- a. Approve Co-Sponsorship of the 2024 Special Olympics Torch Run; and
- b. Authorize the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904, and waive fees for use of City facilities related to the 2024 Special Olympics Torch Run ; and
- c. Authorize use of the City seal and fee waivers for all future Special Olympics of Southern California events, including the Torch Run, held in the City, with City Manager approval.

ADMINISTRATIVE REPORTS

10) DISCUSSION AND CONSIDERATION TO RECEIVE AND FILE THE SAN FERNANDO POLICE DEPARTMENT'S 2023 SAFETY INSIGHT REPORT

Recommend that the City Council receive and file the San Fernando Police Department's 2023 Safety Insight Report.

11) FISCAL YEAR 2024-2025 BUDGET STUDY SESSION NO. 2

Recommend that the City Council:

- a. Review and discuss the Fiscal Year 2024-2025 Proposed Budget; and
- b. Provide direction to staff, as appropriate.

12) DISCUSSION AND CONSIDERATION ON DESIGN OPTIONS FOR THE RENOVATION OF THE CITY COUNCIL OFFICE

Recommend that the City Council:

- a. Discuss and provide direction on the preferred design for the renovation of the City Council Office; and
- b. Authorize the City Manager, or designee, to make final selection for office chairs, coffee table, and round meeting table set for the preferred design and start the renovation process.

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13) 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.

14) DISCUSSION AND CONSIDERATION REGARDING SUPPORTING LOCAL STUDENTS, ARTISTS, AND MURALS

This item was agendized by Mayor Celeste T. Rodriguez.

15) DISCUSSION AND CONSIDERATION REGARDING PROJECT LABOR AGREEMENTS FOR PUBLIC PROJECTS

This item was agendized by Councilmember Joel Fajardo.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next special meeting on May 28, 2024.

I hereby certify under penalty of perjury under the laws of the State of California that 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: May 16, 2024 (5:00 p.m.)

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.

Regular Meeting San Fernando City Council

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PRESENTATIONS - ANNUAL RECOGNITIONS

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Proclamation

DRINKING WATER WEEK

May 5 - 11, 2024

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM the week of May 5 - 11, 2024, as DRINKING WATER WEEK in the City of San Fernando, and calls upon all citizens to help protect our water source from pollution, practice water conservation, and enhance awareness about drinking water and the benefits of drinking water.




CELESTE T. RODRIGUEZ
MAYOR


MARY MENDOZA
VICE MAYOR


JOEL FAJARDO
COUNCILMEMBER


VICTORIA GARCIA
COUNCILMEMBER


MARY SOLERIO
COUNCILMEMBER

May 20, 2024

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Proclamation

NATIONAL PUBLIC WORKS WEEK

May 19 - 24, 2024

WHEREAS, Public Works services provided in our community are an integral and essential part of our citizens' everyday lives; and the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection;

WHEREAS, the health, safety, and comfort of this community greatly depend on these facilities and services; and the quality and effectiveness of these facilities, and services as well as their planning, design, and construction is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM the week of May 19 – 24, 2024, as **NATIONAL PUBLIC WORKS WEEK** in the City of San Fernando, and calls upon all citizens and civic organizations to recognize the substantial contributions public works officials make to protecting residents' health, safety, and quality of life.





CELESTE T. RODRIGUEZ
MAYOR



MARY MENDOZA
VICE MAYOR



JOEL FAJARDO
COUNCILMEMBER



VICTORIA GARCIA
COUNCILMEMBER



MARY SOLORIO
COUNCILMEMBER

May 20, 2023

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**FEBRUARY 20, 2024 – 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 6:04 p.m.

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

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

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda, as amended to walk on a Presentation of a Certificate of Recognition to Eric Perez for his support to the Friends of the San Fernando Library. The motion carried, unanimously.

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR FEBRUARY STUDENTS OF THE MONTH (KINDNESS)
Aaliyah Delgado (Gridley Street Elementary School)
Sarahi Barrientos (CCLA Social Justice Humanitas Academy)

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- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR TEACHER SPOTLIGHT AWARD
Alex Reza (Retired from San Fernando High School)

- C. PRESENTATION OF CERTIFICATES OF RECOGNITION TO OUTGOING AND INCOMING CHAMBER OF COMMERCE BOARD MEMBERS

PUBLIC STATEMENTS

Maria Carrillo, representative with the Friends of the San Fernando Library asked for support from the City Council regarding the organization’s efforts on behalf of the library.

Irene Galvan spoke in support of the Friends of the San Fernando Library and the organizations efforts.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. December 4, 2023 – Regular
 - b. January 16, 2024 – Regular

- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

- 3) CONSIDERATION TO APPROVE A SECOND READING TO ADOPT ORDINANCE NO. 1721 ADOPTING A MILITARY EQUIPMENT USE POLICY GOVERNING THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481

- 4) CONSIDERATION TO APPROVE AN AMENDMENT TO THE CONTRACT SERVICES AGREEMENT WITH OMNIGO SOFTWARE INFORMATION TECHNOLOGIES, LLC FOR HOSTED COMPUTER AIDED DISPATCH, RECORDS MANAGEMENT SOFTWARE, MOBILE SERVICES, AND AUTO-TAGGING

- 5) CONSIDERATION TO ADOPT A RESOLUTION AMENDING FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDS FOR THE MARCH 5, 2024 CITY SPECIAL MUNICIPAL ELECTION TO FILL AN UNSCHEDULED COUNCILMEMBER VACANCY

- 6) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO ALFARO COMMUNICATIONS CONSTRUCTION, INC. FOR THE TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, FEDERAL PROJECT NO. HSIPL-5202(019), JOB NO. 7598, PLAN NO. P-722; AND ADOPT A RESOLUTION APPROPRIATING FUNDS

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- 7) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO NATIONAL COATING & LINING COMPANY FOR ROOF REPAIRS FOR RESERVOIR NOS. 2A AND 5, JOB NO. 7622
 - 8) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH ZETROC ELECTRIC, LLC FOR THE INSTALLATION AND LICENSING OF TWO EMERGENCY BACKUP POWER GENERATORS FOR LAS PALMAS AND RECREATION PARKS; AND ADOPT A BUDGET APPROPRIATING THE FUNDS
 - 9) CONSIDERATION TO ADOPT A RESOLUTION INITIATING PROCEEDINGS FOR FISCAL YEAR 2024-2025 LEVY OF ANNUAL ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND ORDERING THE ENGINEER’S REPORT
 - 10) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR HUMANITY OF GREATER LOS ANGELES AND APPROVE A CO-SPONSORSHIP AND USE OF THE CITY SEAL FOR THE POWER WOMEN, POWER TOOLS EVENT
 - 11) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE SAN FERNANDO CITY CHAMBER OF COMMERCE EVENTS AND USE OF THE CITY SEAL
 - 12) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE NATIONAL ENDOWMENT FOR THE ARTS FOR FUNDING SUPPORT OF THE MARIACHI MASTER APPRENTICE PROGRAM

The motion carried, unanimously.

Item pulled out of order

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

Motion by Mayor Rodriguez, seconded by Vice Mayor Mendoza to accept the donation of a miniature replica of the historic Casa de Lopez Adobe; directed staff to work with Friends of the San Fernando Library to find a place (City Hall preferred) to display the replica to be used as a “little library”; authorized co-sponsorship for the use of the City seal and use of the City’s social media outlets to promote the library’s art contest. The motion carried, unanimously.

PUBLIC HEARING

- 13) A PUBLIC HEARING TO CONSIDER ADOPTING ORDINANCE NO. 1722 AMENDING THE CITY OF SAN FERNANDO’S WATER POLICIES TO COMPLY WITH SENATE BILL 998 AND SENATE BILL 3, AMENDING PROVISIONS OF SECTIONS 94-151 THROUGH 94-164 OF DIVISION I, CHAPTER 94 (UTILITIES), ARTICLE III (WATER) OF THE SAN FERNANDO MUNICIPAL CODE CONCERNING THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT

Mayor Rodriguez opened the Public Hearing.

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

Mayor Rodriguez called for public testimony. There being no public testimony, Mayor Rodriguez closed the public comment period.

City Council directed staff to return to a future meeting with additional details on outstanding accounts, plans regarding community outreach related to the City’s proposed revised water service discontinuation policy, and specific procedures prior to water service discontinuation.

The City Council recessed the meeting at 7:42 p.m. and reconvened at 7:57 p.m. with all Councilmembers present.

ADMINISTRATIVE REPORTS

14) DISCUSSION AND UPDATES ON THE 2024 INDEPENDENCE DAY FESTIVAL

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

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to direct staff to: name the event Independence Day Festival; host the event on July 4 at SF Recreation Park with Plan A: Sky Elements (100 Drones); waive formal bid requirement and appropriate \$17,000 towards the event costs; apply for Federal Aviation Administration (FAA) related permits, and work to secure additional sponsorships. If the FAA permit is not approved, proceed with Plan B: Laser Light Show. The motion carried, unanimously.

15) PRESENTATION AND DISCUSSION OF THE HOME REHABILITATION LOAN PROGRAM

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

The City Council directed staff to return to the next Council meeting to discuss Housing Set Aside funds; provide clarification on whether ARPA funds were in addition to the Housing Set Aside funds; and provide an analysis with 0% interest loans with Housing Set Aside funds.

16) PRESENTATION AND DISCUSSION REGARDING COMPLETION OF PHASE I OF THE CLIMATE ACTION AND RESILIENCE PLAN

City Council received and filed a presentation.

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- 17) DISCUSSION AND CONSIDERATION TO ADOPT AN INTERIM URGENCY ORDINANCE INCLUDING ESTABLISHMENTS SELLING ALCOHOL TO BUSINESSES REQUIRING BUSINESS PERMITS AND ESTABLISHING REGULATIONS FOR ESTABLISHMENTS SELLING ALCOHOL

Director of Community Development Ramirez presented the staff report and responded to Councilmember questions.

Motion by Fajardo, seconded by Vice Mayor Mendoza to waive full reading, in title only and adopt Interim Urgency Ordinance No. U-1723, titled, “An Urgency Ordinance of the City Council of the City of San Fernando, California amending Chapter 22 (Businesses) of the San Fernando Municipal Code, requiring businesses selling alcohol onsite to obtain a Business Permit and adding Article X (on-site alcohol sales establishments) to establish interim regulations relating to operational requirements and incidental live entertainment in accordance with Government Code Sections 36934 and 36937”; correct section 9 to specify that this would sunset in 18 months and not 24 months; and when applicable, provide a report to Council on businesses with business permit compliance issues. The motion carried, unanimously.

- 18) DISCUSSION AND CONSIDERATION TO APPROVE THE 2024 LEGISLATIVE PLATFORM AND LEGISLATIVE APPROPRIATION REQUESTS

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

Motion by Vice Mayor Mendoza, seconded by Councilmember Fajardo to approve the 2024 Legislative Platform; approve the 2024 Legislative Appropriation requests; and authorized the City Manager to take certain related actions to execute and implement the procedures in the Legislative Advocacy Policy. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz provided elections activities updates regarding the March 5, 2024 Special Election.

Director of Public Works Johnson mentioned the availability of sandbags and spoke about potholes being filled once the storm passes.

Director of Community Development Ramirez had no updates to report.

Director of Finance Melton informed Council about a residential low-income utility bill assistance program and that business license renewals are due February 29, 2024.

Recreation Services Supervisor Salas reported on upcoming recreation activities.

Deputy City Manager/Economic Development Kith announced the launch of the Pledge to Shop Local campaign.

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Police Chief Valdez announced the next session of the Parent Academy would be at the San Fernando Middle School.

City Manager Kimball thanked the City Council for the Study Session discussion held on February 13, 2024, regarding Strategic Goals and Budget Priorities for Fiscal Year 2024-2025.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo spoke about the water policy; requested that staff provide an update regarding Republic’s outreach to date via email; spoke about the Downtown Master Plan; review Athen’s and Republic’s services through the City’s survey questionnaire; suggested that during an election month that the City Council meeting be postponed allowing for democratic engagement; and commented on the trash enclosures.

Councilmember Solorio had no updates to report.

Vice Mayor Mendoza participating in the book launching celebration for the anthology created by the 9th grade ethics class from Social Justice Humanitas Academy that featured 72 student authors; announce new scholarship opportunities in collaboration with former Councilmember Sylvia Ballin and Councilmember Fajardo through Los Angeles Mission College’s 2024-2025 Scholarship program, the Cindy Montañez Inspiration Scholarship in her memory and in addition, the Margarita Montañez Inspirational Scholarship in her honor, which is also funded by former Councilmember Ballin along with Metropolitan Water District Board Chair Adan Ortega.

Mayor Rodriguez reminded Councilmembers that staff has reached out to each Councilmember to begin scheduling Ad Hoc Committee meetings.

ADJOURNMENT (9:57 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Elvira Camarillo Orozco and Elias Rodriguez to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the February 20, 2024, Regular meeting as approved by the San Fernando City Council at the meeting of May 20, 2024.

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: May 20, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-052 (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. 24-052, including:
 - Exhibit “A”: Payment Demands/Voucher List

RESOLUTION NO. 24-052

**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. 24-052**

**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 20th day of May 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. 24-052, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 20th day of May, 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 May, 2024.

Julia Fritz, City Clerk

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235833	5/20/2024	894486 21 CLETS, LLC	406		EMOTIONAL INTELLIGENCE COURSE 001-225-3688-4360	125.00 Total : 125.00
235834	5/20/2024	894194 4LEAF, INC	J163J	12999	ON-CALL COMMUNITY PRES. SERV F 001-152-0000-4270	11,880.00 Total : 11,880.00
235835	5/20/2024	891587 ABLE MAILING INC.	39154	12972 12972	MAILING AND FULFILLMENT SERVICES 070-382-0000-4300 072-360-0000-4300 WATER ENVELOPES STORAGE-APRIL : 070-382-0000-4300 072-360-0000-4300	122.08 122.07 12.50 12.50 Total : 269.15
235836	5/20/2024	888356 ADVANCED AUTO REPAIR	1658 1659 1660	13083 13083 13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0311-4400 VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0224-4400 VEHICLE MAINT. REPAIRS & MINOR BC 029-335-0000-4400	148.50 429.87 459.41 Total : 1,037.78
235837	5/20/2024	894315 AG LAWNMOWER SHOP	0141 0142	12981 12981	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300 SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	152.02 96.01 Total : 248.03
235838	5/20/2024	890006 AGUIRRE, PETER	TRAVEL		PER DIEM-CA. GANG TASK FORCE MT 001-224-0000-4360	135.00 Total : 135.00
235839	5/20/2024	100143 ALONSO, SERGIO	APRIL 2024	13077	MMAP INSTRUCTOR 108-424-3694-4260	1,295.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235839	5/20/2024	100143 100143 ALONSO, SERGIO	(Continued)			Total : 1,295.00
235840	5/20/2024	100184 ANDERSON TROPHY CO.	723096 723173	12973 12973	SPORTS TROPHY PURCHASE 017-420-1334-4300 SPORTS TROPHY PURCHASE 017-420-1334-4300	151.99 124.12 Total : 276.11
235841	5/20/2024	100191 ANGELES SHOOTING RANGE	11644		SHOOTING RANGE TRAINING - 04/12/2 001-225-0000-4360	500.00 Total : 500.00
235842	5/20/2024	893887 ANTHEM SPORTS	396444	12983	EQUIPMENT FOR RECREATION SPORT 017-420-1330-4300	249.91 Total : 249.91
235843	5/20/2024	894045 ARROYO BACKGROUND	3366 3369 3374 3382	13110 13110 13110 13110	BACKGROUND INVESTIGATIONS 001-222-0000-4270 BACKGROUND INVESTIGATIONS 001-222-0000-4270 BACKGROUND INVESTIGATIONS 001-222-0000-4270 BACKGROUND INVESTIGATIONS 001-222-0000-4270	1,500.00 1,500.00 3,000.00 1,500.00 Total : 7,500.00
235844	5/20/2024	892412 AT&T MOBILITY	287340014777X0504202		PERSONNEL MANAGER CELL PHONE I 001-106-0000-4220	50.44 Total : 50.44
235845	5/20/2024	889942 ATHENS SERVICES	16845931	13046	CITY STREET SWEEPING SERVICES-M 011-311-0000-4260	17,443.40 Total : 17,443.40
235846	5/20/2024	894751 AYALA, BRYAN	051124		SENIOR DANCE CLEAN UP SERVICE-0 004-2380	208.00 Total : 208.00

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235847	5/20/2024	889913 BALLIN, SYLVIA	APRIL 2024		GLACVCD TRUSTEE MEMBER STIPENI 001-190-0000-4111	150.00
Total :						150.00
235848	5/20/2024	892426 BEARCOM	5723392	13001	MAINTENANCE AGREEMENT FOR RAD 001-135-0000-4260	9,700.43
				13001	070-385-0000-4260	1,034.71
				13001	072-360-0000-4260	905.38
				13001	043-390-0000-4260	1,293.33
Total :						12,933.85
235849	5/20/2024	894434 BLUE LINE ACADEMY LLC	042924		RGSTR-STREET CRIME NARCOTICS 001-225-3688-4360	100.00
Total :						100.00
235850	5/20/2024	888800 BUSINESS CARD	0014907-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXTI 070-384-0857-4260	3,296.48
			0026026-1	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	1,993.63
			0655	13025	SIGNS, DECALS, GRAPHICS AND MISC 043-390-0000-4260	107.73
			1451	13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	480.00
			15760	13028	JANITORIAL SERVICES FOR CITY FACI 043-390-0000-4260	19,000.00
			176-827-9776		NATURAL GAS FOR CNG STATION 074-320-0000-4402	11,161.43
			3534236		SOCKETS, PLIERS, IMPACT 041-320-0000-4320	1,027.03
			3800050884	13032	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	5,850.00
			531098	13006	FORD GENUINE PARTS FOR VARIOUS 041-1215	1,066.80
			6410-163489		LEAD AND COPPER PROJECT 070-384-0000-4340	44.08
			7376706		FENCE RENTAL-FOOTHILL PROPERTY 070-384-0000-4260	500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235850	5/20/2024	888800 BUSINESS CARD	(Continued) 898429	13145	CONCRETE TO R/R SIDEWALKS, APRC 001-311-0000-4300	1,282.95
			9099310147	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	31.76
			9754-0748		MISC ITEMS 070-383-0000-4310	51.95
			C-3472		GRAFFITI REMOVAL SPRAY 001-312-0000-4300	1,297.13
			R20641281	13089	MOBILE MODULAR CREW TRAILER INE 043-390-0000-4300	3,423.81
				13089	072-360-0000-4300	3,423.80
				13089	070-384-0000-4300	3,423.80
				13089	001-311-0000-4300	3,423.80
			R2461653		WATER SOFTENER RENTAL-WELL2A 070-384-0000-4260	58.45
Total :						60,944.63
235851	5/20/2024	888800 BUSINESS CARD	041724		ANNUAL MEMBERSHIP 001-107-0000-4380	1,200.00
			041824		FUSER KIT 001-106-0000-4300	211.68
			041824		IT HARDWARE 001-130-0000-4300	367.13
			041924		MEMBERSHIP DUES 001-130-0000-4380	140.00
			042224		NOTARY INSURANCE 001-115-0000-4380	59.00
			042224-1		OFFICE SUPPLIES 001-423-0000-4300	74.95
			042224-2		OFFICE SUPPLIES 001-423-0000-4300	104.42
			042524-1		REPL 2-WAY SPEAKER & FURNITURE F 001-422-0000-4300	242.54
			042524-2		REPL 2-WAY SPEAKER & FURNITURE F 001-422-0000-4300	31.99
			042524-3		REPL 2-WAY SPEAKER & FURNITURE F	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235851	5/20/2024	888800 BUSINESS CARD	(Continued)			
			042524-4		001-422-0000-4300 REPL 2-WAY SPEAKER & FURNITURE F	198.44
			043024		001-422-0000-4300 REPL 2-WAY SPEAKER & FURNITURE F	44.09
			043024		001-422-0000-4300 ANNUAL MEMBERSHIP	41.75
			043024		001-107-0000-4370 REGISTRATION-2ND ANNUAL CONVEN	1,050.00
			050124		001-422-0000-4370 MONTHLY EMAIL-MAY 2024	108.55
			050124-1		001-135-0000-4300 PRIVACY SHIELDS	2,017.18
			050124-2		001-135-0000-4300 MEMORY CARD	144.13
			050224		004-2346 PRIVACY SHIELDS	22.04
			050224		001-135-0000-4300 ANNUAL MEMBERSHIP	93.69
			050324		001-107-0000-4370 DECORATIONS-SR MOTHER'S DAY TE/	500.00
			050324		004-2346 REGISTRATION-2024 CA PRESERVATIC	33.90
			050324		001-150-0000-4370 BUSINEES CARDS & CORE VALUE STI	85.00
			050324		001-101-0000-4300 001-105-0000-4300	29.14
			050324		ANNUAL MEMBERSHIP CREDIT	275.51
			050324-2		001-107-0000-4370 MOVIE-SENIOR CLUB MATINEE	-1,050.00
			050624		004-2346 "WRONG WAY" SIGN	3.79
			050624-1		001-311-0000-4310 001-311-0000-4300	230.43
			050624-1		ACTIVITY SUPPLIES	9.28
			050624-1		001-424-0000-4300 MEETING REGISTRATION	47.37

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235851	5/20/2024	888800 BUSINESS CARD	(Continued)			
			050624-2		001-105-0000-4370 ACTIVITY SUPPLIES	75.00
			050624-2		001-424-0000-4300 MEETING REGISTRATION	261.91
			050624-3		001-107-0000-4370 DECORATIONS-SR MOTHER' S DAY TE	75.00
			050624-4		004-2346 (2) DIGITAL CAMERAS	18.40
			050624-5		001-152-0000-4300 DECORATIONS-SR MOTHER'S DAY TE/	374.82
			050624-6		004-2346 DECORATIONS-SR MOTHER'S DAY TE/	401.12
			050724		004-2346 ACTIVITY SUPPLIES	51.81
			050724		001-424-0000-4300 CARNIVAL RIDES, GAMES & ACTIVITIE:	12.11
			050824	13156	001-1230 "WRONG WAY" SIGN	1,855.76
					001-311-0000-4310	215.78
					Total :	9,657.71
235852	5/20/2024	888800 BUSINESS CARD	042924-1		LODGING-HONOR GUARD TRAINING C	
			042924-2		001-225-0000-4360 LODGING-HONOR GUARD TRAINING C	896.17
			043024		001-225-0000-4360 FINANCE CHARGES	826.02
			050124		001-190-0000-4435 AIRFARE-SLI TRAINING SESSION 2	71.90
			050624		001-225-0000-4360 LODGING-EVOC TRAINING ON 04/29-0:	439.97
			050924-1		001-224-0000-4360 LODGING-CA GANG TASK FORCE	1,203.45
			050924-2		001-224-0000-4360 LODGING-CA GANG TASK FORCE	320.70
			050924-3		001-224-0000-4360 LODGING-CA GANG TASK FORCE	320.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235852	5/20/2024	888800 BUSINESS CARD	(Continued)		001-224-0000-4360	320.70
					Total :	4,399.61
235853	5/20/2024	887810 CALGROVE RENTALS, INC.	184744-1	12947	RENTAL OF GENERATOR & LIGHT TOW 072-360-0000-4250	1,027.44
					Total :	1,027.44
235854	5/20/2024	894655 CALIBRE PRESS	24-106213		RGSTR-OFFICER SAFETY FOR CORRE 001-225-3688-4360	199.00
					Total :	199.00
235855	5/20/2024	888640 CALIFORNIA WATER ENVIRONMENT	432094		MEMBERSHIP DUES 072-360-0000-4360	98.00
					Total :	98.00
235856	5/20/2024	894600 CARGILL, INCORPORATED	290447632	13088	NSF CERTIFIED BULK SALT FOR THE II 070-384-0857-4260	6,053.84
			2909400519	13088	NSF CERTIFIED BULK SALT FOR THE II 070-384-0857-4260	6,097.15
			2909409354	13088	NSF CERTIFIED BULK SALT FOR THE II 070-384-0857-4260	5,930.01
			2909468492	13088	NSF CERTIFIED BULK SALT FOR THE II 070-384-0857-4260	6,007.61
					Total :	24,088.61
235857	5/20/2024	891860 CARL WARREN & COMPANY	20486-20491		REIMB. TO ITF ACCT (LIABILITY CLAIM# 006-1037	16,596.62
					Total :	16,596.62
235858	5/20/2024	894749 CAYETANO, GAUDENCIO	37-3865-02		WATER ACCT REFUND-1026 HEWITT 070-2010	84.59
					Total :	84.59
235859	5/20/2024	103948 CDW GOVERNMENT, INC.	QQ18793	13115	NETWORK TEMPERATURE SENSOR FC 001-135-0000-4300	265.60
			QW55415	13143	ADOBE ACROBAT SUBSCRIPTION REN 001-135-0000-4260	3,201.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235859	5/20/2024	103948 103948 CDW GOVERNMENT, INC.	(Continued)			Total : 3,467.28
235860	5/20/2024	103814 CERVANTES, JORGE	TRAVEL		PER DIEM-CA. GANG TASK FORCE MT 001-224-0000-4360	165.00
					Total :	165.00
235861	5/20/2024	894010 CHARTER COMMUNICATIONS	10369041824		PD CABLE SERVICES 04/18/24-05/17/24 001-222-0000-4260	237.07
			196309042324		INTERNET SERVICES-04/23-05/22 001-190-0000-4220	1,399.00
			222204042924		PW OPS CTR CABLE-04/29-05/28 043-390-0000-4260	140.12
			335899041024		PD 5G INTERNET SRVS-04/10/24-05/09/ 010-225-3698-4500	2,600.00
					Total :	4,376.19
235862	5/20/2024	893645 CHASE	32384		PRINCIPAL & INTEREST PAYMENT-JUN 070-2045	130,000.00
					070-385-0806-4405	9,215.00
					Total :	139,215.00
235863	5/20/2024	101957 CITY OF LOS ANGELES, FIRE DEPT	SF240000010		FIRE SERVICES-MAY 2024 001-500-0000-4260	336,851.97
			SF240000011		FIRE SERVICES-JUNE 2024 001-500-0000-4260	336,851.97
					Total :	673,703.94
235864	5/20/2024	103029 CITY OF SAN FERNANDO	6256-6271		REIMB. TO WORKER'S COMP ACCT 006-1038	8,235.63
					Total :	8,235.63
235865	5/20/2024	890893 CITY OF SAN FERNANDO	MAY 2024		CITY PROPERTY UTILITY BILLS 043-390-0000-4210	2,902.74
					Total :	2,902.74
235866	5/20/2024	890893 CITY OF SAN FERNANDO	FY23/24		CIF: STUDENT SCHOLARSHIPS UNHE# 053-101-0103-4430	500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235866	5/20/2024	890893 890893 CITY OF SAN FERNANDO	(Continued)			Total : 500.00
235867	5/20/2024	890893 CITY OF SAN FERNANDO	FY23/24		FACILITY FEE WAIVER-SHADES OF MC 001-190-0000-4267	310.00 Total : 310.00
235868	5/20/2024	100805 COOPER HARDWARE INC.	138205 138351	12986 12986	MISC. SUPPLIES FOR REPAIRS AND PF 043-390-0000-4300 MISC. SUPPLIES FOR REPAIRS AND PF 043-390-0000-4300	122.28 9.17 Total : 131.45
235869	5/20/2024	892687 CORE & MAIN LP	U276346 U437644 U569929 U659073 U722818	13014 13014 13014 13014 13014	WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310 WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310 WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310 WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310 WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310	-886.42 1,690.63 152.61 1,064.23 4,675.49 Total : 6,696.54
235870	5/20/2024	102003 COUNTY OF LOS ANGELES	RE-PW-24040805681		FCDP-SF REGIONAL PARK INFILTRATIC 070-381-0000-4260	341.84 Total : 341.84
235871	5/20/2024	894752 CRUZ, SILVIA	841402		FACILITY RENTAL DEP REFUND 001-2220	165.00 Total : 165.00
235872	5/20/2024	893618 DANA SAFETY SUPPLY INC	906243-A	12907 12907	BULLET PROOF VESTS 110-220-3675-4300 001-225-0000-4300 110-220-3675-4300 001-225-0000-4300	468.50 468.50 48.02 48.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235872	5/20/2024	893618 893618 DANA SAFETY SUPPLY INC	(Continued)			Total : 1,033.04
235873	5/20/2024	893915 DAVIDSON, ROBERT	REPL CK228697		REPL STL DTD CK-REG. FOR CWEA CE 072-2140	50.00 Total : 50.00
235874	5/20/2024	893392 DEAN, JAMES	REIMB.		RGSTR-AERIAL & SCISSOR LIFTS ONL 041-320-0000-4360	49.95 Total : 49.95
235875	5/20/2024	887121 DELL MARKETING L.P.	10738210610 10745301034	13125 13139	REPLACEMENT DELL DESKTOP FOR E 001-105-0000-4300 RUGGED LAPTOP WK STATION FOR C 001-152-0000-4300	2,312.34 2,908.43 Total : 5,220.77
235876	5/20/2024	891425 DIAZ, MARISOL	REIMB.		SUPPLIES FOR SENIOR EVENTS & BIN 004-2385 004-2382 001-420-0000-4390	200.98 79.08 31.57 Total : 311.63
235877	5/20/2024	892884 DREXLER, ANGELA	BTB2024		SCHOLARSHIP AWARD PROGRAM 053-2951	500.00 Total : 500.00
235878	5/20/2024	101152 DUARTE, JULIE	TRAVEL		PER DIEM-CAPIO ANNUAL CONF 05/13 001-105-0000-4370	247.96 Total : 247.96
235879	5/20/2024	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING 001-190-0390-4132	6,132.00 Total : 6,132.00
235880	5/20/2024	894756 ESPINOZA, LIZABETH	PMWNY2024		SCHOLARSHIP AWARD PROGRAM 053-2951	500.00 Total : 500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235881	5/20/2024	888577 ESRI INC.	94716644		ARCGIS LICENSE RENEWAL 001-135-0000-4260	1,750.00 Total : 1,750.00
235882	5/20/2024	893503 EVERBRIDGE	M81179	13134	MASS NOTIFICATION SYSTEM 001-135-0000-4260	13,159.00 Total : 13,159.00
235883	5/20/2024	893800 FAJARDO, JOANNE	APRIL 2024	13108	ZUMBA AND CHAIR ZUMBA CLASSES F 017-420-1322-4260	396.00 Total : 396.00
235884	5/20/2024	101147 FEDEX	8-482-07611		COURIER SERVICES 001-190-0000-4280	86.51 Total : 86.51
235885	5/20/2024	894525 FFSIGNS, LLC	0650 0656	13025 13025	SIGNS, DECALS, GRAPHICS AND MISC 041-320-0225-4400 SIGNS, DECALS, GRAPHICS AND MISC 041-320-0225-4400	121.55 77.35 Total : 198.90
235886	5/20/2024	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172 209-151-4939-102990 209-188-4361-031792 818-361-2385-012309 818-361-6728-080105 818-361-7825-120512 818-365-0026-071223		MWD METER 070-384-0000-4220 MUSIC CHANNEL 001-190-0000-4220 RCS PHONE LINES 001-420-0000-4220 MTA & CREDIT CARD PHONE LINES 007-440-0441-4220 001-190-0000-4220 ENGINEERING FAX LINE 001-310-0000-4220 RUDY ORTEGA PARK IRR SYSTEM 001-420-0000-4220 PD NON EMERGENCY PHONE LINE 001-222-0000-4220	43.23 39.34 127.63 64.09 128.18 31.52 75.29 463.48

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235886	5/20/2024	892198 FRONTIER COMMUNICATIONS	(Continued) 818-365-5097-120298 818-837-1509-032207 818-837-2296-031315 818-838-4969-0231803 818-898-7385-033105		POLICE NARCOTICS VAULT 001-222-0000-4220 PUBLIC WORKS PHONE LINE 001-190-0000-4220 VARIOUS CITY HALL PHONE LINES 001-190-0000-4220 PD ALARM PANEL 001-222-0000-4220 LP PARK FAX LINE 001-420-0000-4220	31.11 31.52 355.90 123.73 49.35 Total : 1,564.37
235887	5/20/2024	894008 GMU PAVEMENT ENGINEERING	65754	13091	ON CALL PAVEMENT DESIGN SERVICE 008-311-0560-4600	2,969.25 Total : 2,969.25
235888	5/20/2024	894743 GR LANDSCAPING CORP	INV00035		LANDSCAPING MAINT-12900 DRONFIEI 070-384-0000-4260	2,500.00 Total : 2,500.00
235889	5/20/2024	894407 GRAYBAR FINANCIAL SERVICES	16499961		VOIP MONTHLY LEASE PAYMENT-MAY 001-190-0000-4220 001-222-0000-4220 001-420-0000-4220 070-384-0000-4220	1,038.99 1,038.99 445.28 445.28 Total : 2,968.54
235890	5/20/2024	894512 GUILLEN, JEANETTE	REIMB.		PRIZES FOR LP PARK BINGO & SUPPL 004-2346 004-2382 001-420-0000-4390	88.22 31.00 6.44 Total : 125.66
235891	5/20/2024	101434 GUZMAN, JESUS ALBERTO	APRIL 2024	13067 13067	MMAP INSTRUCTOR JESUS ALBERTO 004-2359 004-2360	100.00 300.00

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235891	5/20/2024	101434 GUZMAN, JESUS ALBERTO	(Continued)	13067	109-424-3614-4260	300.00
				13067	108-424-3694-4260	900.00
					Total :	1,600.00
235892	5/20/2024	888647 HDL SOFTWARE, LLC	SIN037091	13036	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	6,383.13
					Total :	6,383.13
235893	5/20/2024	890594 HEALTH AND HUMAN RESOURCE	E0318096		EAP-JUNE 2024 001-106-0000-4260	250.90
					Total :	250.90
235894	5/20/2024	893817 HERNANDEZ MOLINA, MARIO ALBERTO	APRIL 2024	13079	MMAP INSTRUCTOR MARIO HERNANDEZ 109-424-3614-4260	640.00
				13079	108-424-3694-4260	320.00
					Total :	960.00
235895	5/20/2024	894685 INSIGHT PUBLIC SECTOR INC	1101148555	13120	ALPR CAMERAS 110-220-3678-4500	118,050.00
					Total :	118,050.00
235896	5/20/2024	894026 INTERNATIONAL ASSOCIATION	M24-C692992		MEMBERSHIP RENEWAL-M MARTINEZ 001-222-0000-4380	65.00
					Total :	65.00
235897	5/20/2024	891777 IRRIGATION EXPRESS	15289806-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & MAINTENANCE 043-390-0000-4300	95.62
			15290375-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & MAINTENANCE 043-390-0000-4300	53.82
			15290747-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & MAINTENANCE 029-335-0000-4300	125.51
					Total :	274.95
235898	5/20/2024	894144 JIMENEZ, DAVID	APRIL 2024	13099	FITNESS CLASSES FOR SENIORS 017-420-1322-4260	133.00
					Total :	133.00

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235899	5/20/2024	894268 JOE MAR POLYGRAPH & PRINTING	2024-05-002		POLYGRAPH SERVICES 001-222-0000-4270	250.00
					Total :	250.00
235900	5/20/2024	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-49	12145	UPPER RESERVOIR REPL CONSTR. MATERIALS 121-385-0716-4600	51,530.25
					Total :	51,530.25
235901	5/20/2024	894007 KARINA SWEEPING COMPANY	0026	13020	SWEEPING SERVICES- CITY OWNED PAVEMENTS 029-335-0000-4260	7,200.00
					Total :	7,200.00
235902	5/20/2024	101764 KEYSTONE UNIFORM DEPOT	070010	13157	UNIFORMS & ACCESSORIES 001-225-0000-4325	2,149.06
					Total :	2,149.06
235903	5/20/2024	892641 KIDNEY QUEST FOUNDATION, INC.	FY23/24		CIF: 2024 KIDMEY DISEASE IMPACT COMMUNITY 053-101-0107-4430	100.00
					Total :	100.00
235904	5/20/2024	891794 KIMBALL, NICK	REIMB.		WELLNESS BENEFIT REIMB. FY23/24 001-105-0000-4140	750.00
					Total :	750.00
235905	5/20/2024	894574 KOUNKUEY DESIGN INITIATIVE INC	2320.06.750	13075	A LAND & OPEN SPACE INVENTORY SURVEY 010-420-0516-4600	12,259.67
				13075	121-420-3689-4270	1,500.00
			2320.07.769	13075	A LAND & OPEN SPACE INVENTORY SURVEY 010-420-0516-4600	15,070.75
				13075	121-420-3689-4270	4,900.00
					Total :	33,730.42
235906	5/20/2024	102007 L.A. COUNTY SHERIFFS DEPT.	242659BL	13018	PRE-PACKAGED, PREPARED INMATE MEALS 001-225-0000-4350	293.90
					Total :	293.90
235907	5/20/2024	101971 L.A. MUNICIPAL SERVICES	694-750-1000		ELECTRIC/WATER-13180 DRONFIELD 070-384-0000-4210	12,241.31

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235907	5/20/2024	101971 101971 L.A. MUNICIPAL SERVICES	(Continued)			Total : 12,241.31
235908	5/20/2024	893218 LAZARO, ERNESTO	APRIL 2024	13100 13100	MMAP INSTRUCTOR ERNESTO LAZAR 001-424-0000-4430 108-424-3694-4260	160.00 740.00 Total : 900.00
235909	5/20/2024	893063 LEON, MIGUEL	REIMB.-1 REIMB.-2 REIMB.-3 REIMB.-4		REIMB-SENIOR CLUB ACTIVITIES 004-2380 REIMB-SENIOR CLUB ACTIVITIES 004-2380 REIMB-SENIOR CLUB ACTIVITIES 004-2380 REIMB-SENIOR CLUB ACTIVITIES 004-2380	107.08 93.51 161.55 128.69 Total : 490.83
235910	5/20/2024	892444 LICEA, ALEXANDER	TRAVEL		PER DIEM-CA. GANG TASK FORCE MT 001-224-0000-4360	165.00 Total : 165.00
235911	5/20/2024	892477 LOWES	9747-01141 9747-01716 9747-01878 9747-71614		MATL'S FOR PW OPS ROOF REPAIR 043-390-0000-4300 MATL'S FOR PD ROOF REPAIR 043-390-0000-4300 MATL'S FOR PD ROOF REPAIR 043-390-0000-4300 MISC ITEMS 041-320-0000-4300	102.98 111.30 149.76 40.61 Total : 404.65
235912	5/20/2024	894122 LUCERO, MARTHA	004789		MUSIC FOR SENIOR DANCE ON 05/11/ 004-2380	850.00 Total : 850.00
235913	5/20/2024	894755 MADRIGAL, DANELA	ES2024		SCHOLARSHIP AWARD PROGRAM 053-2951	500.00

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235913	5/20/2024	894755 894755 MADRIGAL, DANELA	(Continued)			Total : 500.00
235914	5/20/2024	888468 MAJOR METROPOLITAN SECURITY	1114485 1114486 1114487 1114488 1114489 1114490 1114491 1114492 1114493 1114494 1114495 1114496 1114497 1114498 1114499	13061 13061 13061 13061 13061 13061 13061 13061 13061 13061 13061 13061 13061 13061 13061	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	25.00 25.00 25.00 25.00 25.00 25.00 25.00 8.00 17.00 15.00 25.00 25.00 25.00 30.00 30.00 30.00 Total : 380.00
235915	5/20/2024	894400 MARIPOSA ECO CONSULTING	SFIWMP-2	12920	PREP OF CITY'S IMPLEMENTATION WA 110-350-0869-4260	4,440.00

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235915	5/20/2024	894400 894400 MARIPOSA ECO CONSULTING	(Continued)			Total : 4,440.00
235916	5/20/2024	894753 MARTINEZ, BRIANA	GF2024		SCHOLARSHIP AWARD PROGRAM 053-2951	500.00 Total : 500.00
235917	5/20/2024	888242 MCI COMM SERVICE	7DK54968 7DL39365		MTA PHONE LINE 007-440-0441-4220 ALARM LINE-1100 PICO 001-420-0000-4220	38.86 38.14 Total : 77.00
235918	5/20/2024	894754 MELGAR, DANA	RSCC2024		SCHOLARSHIP AWARD PROGRAM 053-2951	1,000.00 Total : 1,000.00
235919	5/20/2024	893442 MENDOZA, MARY	TRAVEL		PER DIEM-2024 NALEO CONFERENCE 001-101-0107-4370	60.00 Total : 60.00
235920	5/20/2024	893402 MILITARY TRIBUTE BANNERS	24010526	13149	MILITARY TRIBUTE BANNER PROGRAM 017-420-1355-4300	2,113.00 Total : 2,113.00
235921	5/20/2024	893343 MOHR, NICOLE	MAY 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
235922	5/20/2024	888134 MOTOROLA SOLUTIONS, INC.	1187120573	12580	NICE LOGGING RECORDER 010-225-3698-4500 010-225-3698-4500	89,566.00 5,735.08 Total : 95,301.08
235923	5/20/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	149.80 Total : 149.80
235924	5/20/2024	102325 NAPA AUTO PARTS	6410-163506		VEHICLE MAINT-WA0699	

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235924	5/20/2024	102325 NAPA AUTO PARTS	(Continued)			
			6410-163507		070-383-0000-4400 VEHICLE MAINT-PW8142	329.65
			6410-163544		072-360-0000-4400 VEHICLE MAINT-EL0083	472.97
			6410-163621		041-320-0370-4400 VEHICLE MAINT-EL0083	55.11
			6410-163730		041-320-0370-4400 VEHICLE MAINT-ME9503	77.16
					041-320-0320-4400	208.37 Total : 1,143.26
235925	5/20/2024	893348 NCSI	44847		BACKGROUND CHECKS 017-420-1337-4260	74.00 Total : 74.00
235926	5/20/2024	893405 NEW HORIZON	2635945		LP PHONE LINES-MAY 2024 001-420-0000-4220	325.59 Total : 325.59
235927	5/20/2024	894757 OCHOA, SAMANTHA	UV2024		SCHOLARSHIP AWARD PROGRAM 053-2951	500.00 Total : 500.00
235928	5/20/2024	894100 ODP BUSINESS SOLUTIONS , LLC	359283404001 359368429001 360394627001 361177836001 361178259001 361178260001 361989862001		OFFICE SUPPLIES 001-152-0000-4300 OFFICE SUPPLIES 001-150-0000-4300 OFFICE SUPPLIES 041-320-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300	63.40 18.73 91.22 44.09 66.99 23.14

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235928	5/20/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			361991335001		001-370-0000-4300 OFFICE SUPPLIES	52.46
			362006519001		001-370-0000-4300 OFFICE SUPPLIES	8.32
			362044732001		001-222-0000-4300 OFFICE SUPPLIES	67.01
			362747846001		001-130-0000-4300 OFFICE SUPPLIES	483.46
			362759638001		001-222-0000-4300 OFFICE SUPPLIES	158.94
			362779375001		001-222-0000-4300 OFFICE SUPPLIES	59.05
			362779742001		001-222-0000-4300 OFFICE SUPPLIES	41.20
			362924001001		001-222-0000-4300 OFFICE SUPPLIES	126.04
			362924957001		001-222-0000-4300 OFFICE SUPPLIES	111.47
			362975662001		001-222-0000-4300 OFFICE SUPPLIES	8.57
			362976750001		001-222-0000-4300 OFFICE SUPPLIES	219.08
			363096380001		001-222-0000-4300 OFFICE SUPPLIES	13.01
			363096385001		001-420-0000-4300 OFFICE SUPPLIES	18.44
			363096386001		001-420-0000-4300 OFFICE SUPPLIES	190.28
			36348009001		001-420-0000-4300 TONER	97.68
					072-360-0000-4300	200.00
					070-384-0000-4300	100.00
					001-312-0000-4300	300.00
					001-346-0000-4300	190.48
			363484069001		OFFICE SUPPLIES	
					029-335-0000-4300	5.62

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235928	5/20/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			363590870001		OFFICE SUPPLIES	
					001-222-0000-4300	213.93
			363618161001		OFFICE SUPPLIES	
					070-381-0000-4300	36.61
			363805596001		OFFICE SUPPLIES	
					001-222-0000-4300	45.80
			363805833001		OFFICE SUPPLIES	
					001-222-0000-4300	51.13
			363805834001		OFFICE SUPPLIES	
					001-222-0000-4300	30.81
			364513958001		OFFICE SUPPLIES	
					001-310-0000-4300	35.82
			364514375001		OFFICE SUPPLIES	
					001-310-0000-4300	21.68
			365399132001		OFFICE SUPPLIES	
					001-423-0000-4300	162.64
					Total :	3,357.10
235929	5/20/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-162606		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0228-4400	35.26
			4605-163964		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	029-335-0000-4400	111.28
			4605-166566		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	070-381-0000-4400	23.12
			4605-168085		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0420-4400	19.83
			4605-168242		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0420-4400	163.10
			4605-168721		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-1215	149.10
			4605-168989		VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0320-4400	101.34
					Total :	603.03
235930	5/20/2024	894305 ORTIZ, ERNESTO	REPL CK229682		REPL STL CK - SUPPLIES FOR HOLIDAY	
					001-2140	8.21

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235930	5/20/2024	894305 894305 ORTIZ, ERNESTO	(Continued)			Total : 8.21
235931	5/20/2024	894748 OVALLES TOLEDO, LUIS	54-0322-04		WATER ACCT REFUND-833 GRISWOLD 070-2010	20.79 Total : 20.79
235932	5/20/2024	892360 PARKING COMPANY OF AMERICA	INVM0018590	13076 13076 13076	PUBLIC TRANSPORTATION SERVICES- 008-313-0000-4260 007-440-0442-4260 007-313-3630-4402	26,691.69 19,360.12 3,165.52 Total : 49,217.33
235933	5/20/2024	893933 PORTA-STOR	422273		MCB STORAGE BIN RENTAL 017-420-1330-4260	82.00 Total : 82.00
235934	5/20/2024	102688 PROFESSIONAL PRINTING CENTERS	22180 22253 22265 22286	13060 13060 13060 13060	ANNUAL REPORT BOOK (ENGLISH); SE 001-190-0000-4267 DOWNTOWN MASTER PLAN WALKING 001-107-0000-4230 ANNUAL REPORT BOOK (SPANISH); SE 001-190-0000-4267 MARKETING MATERIALS 001-423-0000-4270	1,615.16 936.02 821.36 283.34 Total : 3,655.88
235935	5/20/2024	890536 PRUDENTIAL OVERALL SUPPLY	11009639 11009724	13097 13097	UNIFORMS FOR PUBLIC WORKS 072-360-0000-4310 UNIFORMS FOR PUBLIC WORKS 072-360-0000-4310	132.93 158.38 Total : 291.31
235936	5/20/2024	894306 QUENCH USA, INC.	INV07335635		DRINKING WATER 001-222-0000-4300	109.15 Total : 109.15
235937	5/20/2024	102855 RIO HONDO COLLEGE	S24-215-ZSFN		DRIVING COURSE 001-225-0000-4360	25.00

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235937	5/20/2024	102855 102855 RIO HONDO COLLEGE	(Continued)			Total : 25.00
235938	5/20/2024	894233 RIVERSIDE COMMUNITY	2024/1251		PUBLIC SAFETY HONOR GUARD ENRC 001-225-0000-4360	276.00 Total : 276.00
235939	5/20/2024	893756 RODRIGUEZ, CELESTE	TRAVEL		PER DIEM-2024 NALEO CONFERENCE 001-101-0103-4370	60.00 Total : 60.00
235940	5/20/2024	894572 RODRIGUEZ, ISABELL	TRAVEL		PER DIEM-PEER SUPPORT TRAINING I 110-220-3644-4370	105.00 Total : 105.00
235941	5/20/2024	894534 RODRIGUEZ, ZOE	MAY 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
235942	5/20/2024	892856 SALAS, JUAN	REIMB.-1 REIMB.-2		VARIOUS SUPPLIES 001-422-0000-4300 VARIOUS SUPPLIES 001-422-0000-4300	254.77 140.97 Total : 395.74
235943	5/20/2024	103057 SAN FERNANDO VALLEY SUN	12212 12250		TRANSACTION TAX TOWN HALL MEETI 001-190-0000-4267 NIB-TRAFFIC SIGNAL MODIFICATIONS 001-115-0000-4230	939.02 138.38 Total : 1,077.40
235944	5/20/2024	102967 SCOTT FAZEKAS & ASSOCIATES INC	22853		PLAN CHECK SERVICES 001-2698 121-390-3648-4260	6,848.14 337.50 Total : 7,185.64
235945	5/20/2024	103184 SMART & FINAL	0055 0100		REFRESHMENTS-SR CLUB DAY TRIP 004-2346 CALLE VERDES EVENT	44.46

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235945	5/20/2024	103184 SMART & FINAL	(Continued)			
			0180		001-310-0000-4300 SUPPLIES-SENIOR CLUB	78.51
			0210		004-2380 BREAK ROOM SUPPLIES	392.06
			0240		001-222-0000-4300 BREAK ROOM SUPPLIES	53.06
			0308		001-222-0000-4300 CALLE VERDES EVENT	310.76
			0425		001-310-0000-4300 SNACKS-BUDGET TOWN HALL MEETIN	64.33
			6301		001-130-0000-4370 REFRESHMENTS	57.21
					001-222-0000-4300	24.68
					Total :	1,025.07
235946	5/20/2024	894316 SOLORIO, MARIA ELENA	TRAVEL		PER DIEM-2024 NALEO CONFERENCE	
					001-101-0113-4370	60.00
					Total :	60.00
235947	5/20/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	12,243.67
					029-335-0000-4210	3,160.34
					070-384-0000-4210	17,986.68
					074-320-0000-4210	6,529.70
					043-390-0000-4210	5,021.53
			700136176526		ELECTRIC METER FOR MALL-MACLAY	
					030-341-0000-4210	75.01
			700360580265		ELECTRIC-910 FIRST	
					043-390-0000-4210	5,903.02
			700363532503		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	5,416.53
			700577150347		ELECTRIC-190 PARK	
					027-344-0000-4210	921.82
			700826276457		ELECTRIC-799 JESSIE	
					043-390-0000-4210	32.43

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235947	5/20/2024	103202 103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			Total : 57,290.73
235948	5/20/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	7590542875		NEW STREET LIGHT-1010 DE HAVEN S	
					001-370-0301-4300	131.54
					Total :	131.54
235949	5/20/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	733315		FINGERPRINTS-APRIL 2024	
					001-106-0000-4270	128.00
					Total :	128.00
235950	5/20/2024	894649 STERLING ADMINISTRATION	774117		FSA FUNDING CONTRIBUTION	
					004-2365	558.72
					Total :	558.72
235951	5/20/2024	103090 SUSAN SAXE-CLIFFORD, PH.D.	24-0425-5		PSYCHOLOGICAL EVALUATION	
					001-222-0000-4270	450.00
					Total :	450.00
235952	5/20/2024	893955 TALLEY, BRIDGET LAINE	APRIL 2024		CHAIR YOGA	
					017-420-1321-4260	231.00
					Total :	231.00
235953	5/20/2024	893061 TAPIA, FREDDY	REIMB.		MILEAGE REIMBURSEMENT	
					017-420-1328-4300	9.52
					Total :	9.52
235954	5/20/2024	894254 TEAM CALIFORNIA ECONOMIC	3161		ANNUAL MEMBERSHIP	
					001-107-0000-4260	2,500.00
					Total :	2,500.00
235955	5/20/2024	890898 TETRA MECHANICAL SERVICE INC	I1074		ROUTINE MAINT & EMERGENCY A/C R	
				13033	043-390-0000-4260	585.20
			I1079		ROUTINE MAINT & EMERGENCY A/C R	
				13033	043-390-0000-4260	1,256.86
			I1080		ROUTINE MAINT & EMERGENCY A/C R	
				13033	043-390-0000-4260	455.18
					Total :	2,297.24

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235956	5/20/2024	893889 THE COUNSELING TEAM	2242		PEER SUPPORT TRAINING 110-220-3644-4370	299.00
Total :						299.00
235957	5/20/2024	103205 THE GAS COMPANY	088-520-6400-8 090-620-6400-2 143-287-8131-6 42-320-6900-7		GAS - 117 MACNEIL 043-390-0000-4210 GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210 GAS-910 FIRST ST 043-390-0000-4210	312.88 12.74 12.74 25.47 145.20 68.28
Total :						577.31
235958	5/20/2024	888821 THE GOODYEAR TIRE & RUBBER CO	0000040647 0000040656	13009 13009	TIRES FOR FLEET 041-1215 TIRES FOR FLEET 041-1215	454.84 1,358.64
Total :						1,813.48
235959	5/20/2024	101528 THE HOME DEPOT CRC	14167 2100968 263259 2904164 3123368 3901759 4100620 524777		MISC ITEMS 070-383-0000-4310 MATL'S FOR PD REPAIRS 001-311-0000-4300 SMALL EQUIPMENT 070-383-0000-4300 BLINDS FOR EEXEC ASST OFFICE 001-222-0000-4320 SMALL TOOLS 001-311-0000-4300 ITEM RETURNED 070-383-0000-4300 SUPPLIES FOR LOPEZ ADOBE HOUSE 043-390-0000-4300 ICE MAKER REPLACED AT CITY YARD	46.07 181.45 409.91 383.75 214.79 -409.91 99.44

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235959	5/20/2024	101528 THE HOME DEPOT CRC	(Continued) 7010070 7014476 7022742 7192104 9105339		072-360-0000-4300 LUMBER-SIDEWALK REPAIR 001-311-0000-4300 HAND TOOLS 001-311-0000-4300 SMALL TOOLS 043-390-0000-4300 MISC ITEMS RETURNED 070-383-0000-4310 MISC ITEMS 070-383-0000-4310	1,748.55 241.98 370.65 103.41 -39.55 13.14
Total :						3,363.68
235960	5/20/2024	894052 THE LANGUAGE PROS, INC.	1682 1695 1699 1701 1704 1735	12998 12998 12998 12998 12998 12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	810.00 1,046.67 171.99 919.83 85.00 1,249.26
Total :						4,282.75
235961	5/20/2024	890817 THE WALKING MAN, INC.	F3669		DTMP WALKING WORKSHOP POSTCAI 001-107-0000-4230	1,700.00
Total :						1,700.00
235962	5/20/2024	890833 THOMSON REUTERS	849792743 850090352	13129 13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260 DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62 271.62

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235962	5/20/2024	890833 890833 THOMSON REUTERS	(Continued)			Total : 543.24
235963	5/20/2024	103903 TIME WARNER CABLE	8448200540010518		REC PARK CABLE SERVICE 001-420-0000-4260	548.92 Total : 548.92
235964	5/20/2024	891125 TMC SHOOTING RANGE SPECIALIST	2405	13142	RANGE DECONTAMINATION & CLEAN (C 001-222-0000-4320	6,300.00 Total : 6,300.00
235965	5/20/2024	892525 T-MOBILE	958769818		HOTSPOTS & TABLET 001-420-0000-4220 043-390-0000-4310	18.20 9.10 Total : 27.30
235966	5/20/2024	894759 TORRES, VICTOR	ER2024		SCHOLARSHIP AWARD PROGRAM 053-2951	500.00 Total : 500.00
235967	5/20/2024	893504 TOWN HALL STREAMS, LLC	15643		STREAMING SERVICES-MAY 2024 001-115-0000-4260	175.00 Total : 175.00
235968	5/20/2024	103413 TRANS UNION LLC	4403625		CREDIT CHECK SERVICES 001-222-0000-4260	85.00 Total : 85.00
235969	5/20/2024	892853 TREE PEOPLE	6	12843	URBAN FOREST MANAGEMENT PLAN 110-346-0838-4270	47,292.72 Total : 47,292.72
235970	5/20/2024	894195 TRIPEPI SMITH	11752 11904 12016	12723 12723 12723	PUBLIC RELATIONS SERVICES 001-190-0000-4270 PUBLIC RELATIONS SERVICES 001-190-0000-4270 PUBLIC RELATIONS SERVICES 001-190-0000-4270	1,556.25 4,293.75 1,190.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235970	5/20/2024	894195 894195 TRIPEPI SMITH	(Continued)			Total : 7,040.00
235971	5/20/2024	890998 TRUJILLO, RODOLFO	MAY 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
235972	5/20/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		REIMBURSEMENT TO POSTAGE MACH 001-190-0000-4280	1,500.00 Total : 1,500.00
235973	5/20/2024	103463 U.S. POSTMASTER	MAY 2024		POSTAGE-MAY UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	788.94 788.93 Total : 1,577.87
235974	5/20/2024	103445 UNDERGROUND SERVICE ALERT	23-2425597 420240700		CA STATE FEE REGULATORY COSTS 070-381-0000-4260 (58) SNF01 NEW TICKET CHARGES 070-381-0000-4260	40.64 111.50 Total : 152.14
235975	5/20/2024	103439 UPS	831954184		COURIER SERVICES 001-190-0000-4280	207.60 Total : 207.60
235976	5/20/2024	892612 URBAN FUTURES, INC	REPL CK232025		RPL STL DTD CK-INV#CD-2022-071 - 018-2140 070-2140 072-2140 012-2140	1,000.00 1,430.00 270.00 1,070.00 Total : 3,770.00
235977	5/20/2024	103449 USA BLUE BOOK	329500 INV00336534	13016 13016 13016	MISC WATER & LOCKSMITH SUPPLIES 070-384-0000-4310 070-383-0000-4310 MISC WATER & LOCKSMITH SUPPLIES 070-383-0000-4310	347.46 248.63 1,225.62

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235977	5/20/2024	103449 103449 USA BLUE BOOK	(Continued)			Total : 1,821.71
235978	5/20/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_4/09-05/08/24	13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	770.00
			COSF_4/1-4/30/24	13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	540.00
					Total :	1,310.00
235979	5/20/2024	893647 VALEO NETWORKS	29291		VEEAM CLOUD CONNECTION SOLUITI 001-135-0000-4260	826.90
			29292	13038	IT MANAGEMENT & VEEAM CLOUD CO	
				13038	001-135-0000-4270	10,591.67
					Total :	11,418.57
235980	5/20/2024	894758 VASQUEZ, MARK	GK2024		SCHOLARSHIP AWARD PROGRAM 053-2951	1,250.00
					Total :	1,250.00
235981	5/20/2024	894747 VASQUEZ, REYNALDO	54-4170-02		WATER ACCT REFUND-1115 N BRAND 070-2010	295.04
					Total :	295.04
235982	5/20/2024	100101 VERIZON WIRELESS-LA	9960084703		CITY YARD STANDBY CELL PHONE PL/	16.74
			9962262692		072-360-0000-4220 VARIOUS CELL PHONE PLANS	49.15
					001-105-0000-4220	76.02
					001-222-0000-4220	180.08
					001-152-0000-4220	40.01
					001-420-0000-4220	136.85
					028-155-0000-4300	253.35
					043-390-0000-4310	329.30
					070-384-0000-4300	630.68
					070-384-0000-4220	102.60
			9962565184		072-360-0000-4220 PD CELL PHONE PLANS	642.75
					001-222-0000-4220	Total : 2,457.53

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235983	5/20/2024	894442 VILLEGAS, JOSE	REIMB.		WORK BOOTS 001-152-0000-4325	100.00
					Total :	100.00
235984	5/20/2024	103603 VULCAN MATERIALS COMPANY	73970577		BASE & COLD MIX FOR UTILITY TREN	1,605.93
			73983231	12991	072-360-0000-4300	
				12991	BASE & COLD MIX FOR UTILITY TREN 070-383-0000-4310	1,179.40
					Total :	2,785.33
235985	5/20/2024	890970 WEX BANK	96742606		FUEL FOR FLEET	844.07
					041-320-0221-4402	378.73
					041-320-0222-4402	1,060.52
					041-320-0224-4402	4,817.33
					041-320-0225-4402	926.50
					041-320-0228-4402	1,936.23
					041-320-0311-4402	1,222.45
					041-320-0370-4402	129.52
					029-335-0000-4402	329.06
					070-382-0000-4402	1,231.69
					070-383-0000-4402	509.95
					070-384-0000-4402	128.89
					072-360-0000-4402	112.20
					070-381-0000-4402	231.69
					041-320-0320-4402	57.25
					041-320-0152-4402	2,831.43
					041-320-0390-4402	Total : 16,747.51
235986	5/20/2024	891531 WILLDAN ENGINEERING	00338874		ON-CALL GENERAL ENGINEERING	2,178.00
			00338953	13055	072-1236	
			00627414	13011	NPDES CONSULTING SERVICES 023-311-0000-4270	5,232.00
			00627554	13055	ON-CALL GENERAL ENGINEERING 072-1236	198.00
				12941	TRAFFIC SIGNAL SYNCHRONIZATION I 024-371-0510-4600	3,497.50

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235986	5/20/2024	891531 891531 WILLDAN ENGINEERING	(Continued)			Total : 11,105.50
235987	5/20/2024	889491 WILLDAN FINANCIAL SERVICES	010-57280	13138	COST ALLOCATION PLAN & USER FEE 001-130-0000-4270	3,082.50
			010-57528	13138	COST ALLOCATION PLAN & USER FEE 001-130-0000-4270	3,845.00
					Total :	6,927.50
235988	5/20/2024	890008 WOODWARD, BRIAN	TRAVEL		PER DIEM-SLI TRAINING SESSION 2 IN 001-224-0000-4360	135.00
					Total :	135.00
156 Vouchers for bank code : bank3						Bank total : 1,666,369.30
156 Vouchers in this report						Total vouchers : 1,666,369.30

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
235823	5/6/2024	102519 P.E.R.S.	MAY 2024		HEALTH INS BENEFITS - MAY 2024 001-1160	188,627.38	
Total :						188,627.38	
1 Vouchers for bank code :		bank3				Bank total :	188,627.38
1 Vouchers in this report					Total vouchers :	188,627.38	

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-052

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
235824	5/3/2024	894744 MUJERES ALFA INTERNACIONAL	FY23-24		CIF: YOUTH CULTURAL GROUPS INVE! 053-101-0114-4430	200.00	
Total :						200.00	
1 Vouchers for bank code :		bank3				Bank total :	200.00
1 Vouchers in this report					Total vouchers :	200.00	

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-052

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Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235825	5/9/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - MAY 2024 001-1160	2,395.48 2,395.48
235826	5/9/2024	103648 CITY OF SAN FERNANDO	PR 5/10/24		REIMB FOR PAYROLL W/E 5/3/24 001-1003 007-1003 010-1003 017-1003 027-1003 029-1003 030-1003 041-1003 043-1003 070-1003 072-1003 094-1003 110-1003	623,452.50 2,149.45 925.22 1,174.02 2,385.68 2,568.28 3,126.26 7,892.78 15,744.85 62,607.55 18,422.70 1,009.30 1,992.70 743,451.29
235827	5/9/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - MAY 2024 001-1160	195.30 195.30
235828	5/9/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - MAY 2024 001-1160	11,363.80 11,363.80
235829	5/9/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA STD/LTD INS BENFITS - MAY 20 001-1003	2,160.00 2,160.00
235830	5/9/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - MAY 2024 001-1160	2,922.63 2,922.63

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6		Vouchers for bank code : bank3				Bank total : 762,488.50
6		Vouchers in this report				Total vouchers : 762,488.50

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-052

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
235831	5/2/2024	893115 P.E.R.S. CITY RETIREMENT	100000017478095		EMPL CONTRIB VARIANCE-03/23-04/05		
					018-222-0000-4124	237.18	
					018-224-0000-4124	177.89	
					018-225-0000-4124	2,549.73	
			100000017478116		EMPL CONTRIB VARIANCE-04/06-4/19		
					018-222-0000-4124	241.42	
					018-224-0000-4124	181.07	
					018-225-0000-4124	2,595.26	
					Total :	5,982.55	
1 Vouchers for bank code : bank3						Bank total :	5,982.55
1 Vouchers in this report						Total vouchers :	5,982.55

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-052

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
235832	5/10/2024	103029 CITY OF SAN FERNANDO	6193-6255		REIMB. TO WORKER'S COMP ACCT 006-1038	75,874.51	
Total :						75,874.51	
1 Vouchers for bank code :		bank3				Bank total :	75,874.51
1 Vouchers in this report						Total vouchers :	75,874.51

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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
Wendell Johnson, Director of Public Works
Victor Meza, Water Operations Manager

Date: May 20, 2024

Subject: Consideration to Approve for Second Reading to Adopt Ordinance No. 1722 Amending the City of San Fernando’s Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment

RECOMMENDATION:

It is recommended that the City Council approve for second reading, in title only, and waive further reading to adopt Ordinance No. 1722 (Attachment “A”), titled, “an Ordinance of the City Council of the City of San Fernando, California, amending provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code concerning the discontinuation of residential water service for Nonpayment” with an effective date of July 1, 2024.

BACKGROUND:

1. In September 2018, the Water Shutoff Protection Act, Senate Bill 998 (SB 998), California Health and Safety Code Sections 116900 et seq. was passed and signed into law.
2. On February 1, 2020, SB 998 went into effect, which established new and expanded protections for residential water service termination due to nonpayment of a water utility bill until following 60 days of account delinquency, with additional provisions including:
 - a. Options for averting discontinuance of water service for non-payment including provisions for alternate payment arrangements;
 - b. Timeline of notifications for shut-off due to non-payment;
 - c. A formal bill appeals process; and

Consideration to Approve for Second Reading to Adopt Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment
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- d. Translation of the policy and notices into at least five languages.
3. On February 18, 2020, the City Council approved Urgency Ordinance No. U-1692 which amended provisions of the San Fernando Municipal Code to conform with the requirements of SB 998.
4. On March 16, 2020, the City Council declared a local emergency due to Coronavirus (COVID-19) and, prior to implementation of SB 998, authorized a pause to delinquent payment fines and penalties. All COVID-19 related declarations of the local public health emergency for COVID-19 expired March 31, 2023.
5. On October 13, 2023, Governor Newsom signed Senate Bill 3 (SB 3) which further refines and expands the protections offered under SB 998.
6. On February 20, 2024, a first public hearing was conducted to amend the City's Water Policies to comply with SB 998 and SB 3. City Council directed staff to return to City Council with additional details on outstanding accounts, plans regarding community outreach related to the City's proposed revised water service discontinuation policy, and specific procedures prior to water service discontinuation.
7. On May 6, 2024, the City Council approved for first reading Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment with direction to return with the *Policy on the Discontinuation of Residential Water Services Non-Payment* and associated payment plan process in July 2024.

ANALYSIS:

Municipal utilities employ a range of strategies to collect delinquent bills, including the imposition of late payment fees and the issuance of disconnect notices to alert customers about potential service termination, aiming to encourage timely payments and ensure a steady revenue stream to maintain operations. San Fernando operates its own water utility and bills customers on a bimonthly basis based on their water consumption.

Prior to February 2020, a residential water customer was considered delinquent 30 days after the due date and was subject to a 10% late fee penalty. Residential water customers received notification of possible disconnection prior to being shut-off and accrued an additional \$15 administrative fee to cover staff time to deliver notices to residences. If the bill continued to be

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delinquent after receiving a shut-off notice, the customer would be shut-off any time after the 20th of the month, which equate to about 50 days following bill issuance. In order to resume service, a reconnection/administrative fee of \$40 was required in addition to a deposit equal to the previous bill or \$150, whichever was greater.

The passage of SB 998 required amending Sections 94-151 through 94-164 of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code (SFMC) to extend the timeline and fees for shutting off water customers for non-payment. On February 18, 2020, the City Council approved an Urgency Ordinance incorporating the following changes to the City's water disconnection procedures:

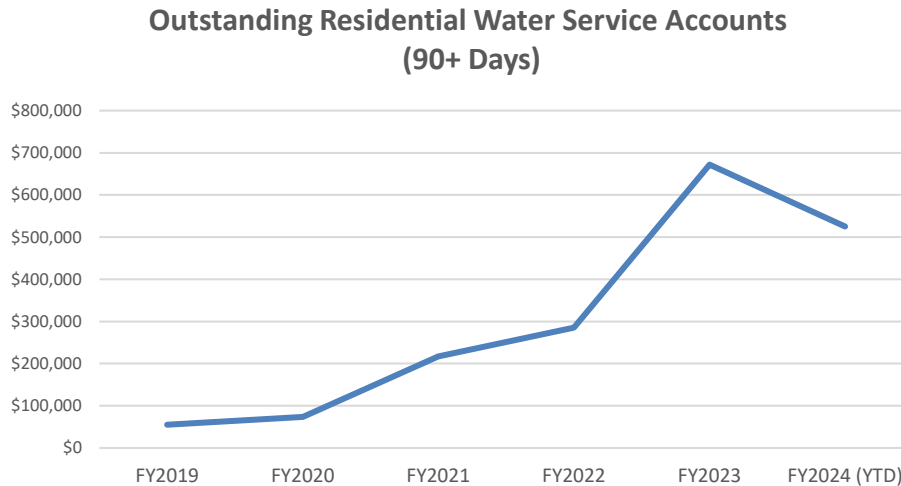
1. Increasing the discontinuation of service timeline from 20 to 60 days past delinquency.
2. Offering additional payment options.
3. Prohibiting discontinuation of residential water service for customers with demonstrated special medical or financial needs.

Outstanding Residential Billing.

In the process of applying the approved revised water disconnection procedures for March 2020 bills, COVID-19 paused implementation efforts. Water shutoffs related to delinquencies were suspended effective April 2, 2020, in compliance with Governor Newsom's Executive Order N-24-40. Additionally, the City halted all water and sewer fines and penalties as part of the COVID Relief Program. While the Executive Order has since been lifted with State and County COVID-19 related emergency declarations expired as of March 31, 2023, the City has continued the practice of not instituting late fees and not disconnecting any customers' water service.

Prior to the halt of fees and penalties, the City had a low rate of delinquent accounts with most being brought into balance prior to shutoff. However, current billing as of April 25, 2024, illustrates a substantial shift with 446 residential customers having accounts in arrears in excess of 90 days since January 1, 2023 totaling \$525,202 in delinquent payments.

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To reinstate collection efforts, including the ability to shut customer’s service off due to non-payment, the City must first have in place an ordinance in compliance with the Water Shutoff Protection Act as established via SB 998 and expanded by SB 3. The proposed ordinance brings Chapter 94 (Utilities), Article III (Water) into compliance while reorganizing the Code sections to better align with the water billing process, distinguishing procedures for residential customers from non-residential customers.

Staff recommends the effective date of the Ordinance be July 1, 2024 to allow sufficient time for outreach and system implementation. If the effective date is July 1, 2024, service disconnection would commence no earlier than October 1, 2024.

Utility Billing Resources and Assistance Programs.

The City has taken a number of steps to ensure customers having issues paying utility bills are made aware of a variety of assistance programs:

- *Low Income Household Water Assistance Program (LIHWAP):* The Federal LIHWAP provides financial assistance to low-income Californians to help manage their residential water utility costs. Staff issued targeted mailings to residential customers with outstanding balances to take advantage of the LIHWAP program, placed flyers on all residential customer doors, provided daily assistance at City Hall and hosted an event on Saturday, March 9th from 10:00 am – 12:00 pm at Las Palmas Park. A total of \$48,374 in LIHWAP Payments has been received and applied to residential accounts as of March 25th.
- *Water and Wastewater Arrearage Program:* The State of California allocated \$985 million in federal funding to support water bill arrearages accrued for residential and commercial customer accounts during the COVID-19 pandemic. The State Water Board dispersed \$385 million through their first round and opened a second round in November 2023 with

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\$600 million available. The City applied during the program first round and received \$233,116 to cover outstanding residential payments from March 4, 2020 through June 15, 2021. Staff also applied for the program second round and were able to apply \$468,526 to residential accounts to further reduce outstanding balances. The extended arrearages program covered the period of June 16, 2021 through December 31, 2022.

- *Financial Literacy Program:* In 2021, a Financial Literacy Program was recommended by the Community Development Block Grant (CDBG) Ad Hoc Committee as a component of the Water/Sewer Utility Assistance Program and approved by the City Council. Staff has since identified a program provider and on June 5, 2023, the City Council approved expanding the program with additional class resources. Initial workshops were conducted with an emphasis on budgeting and mailings were issued to customers with outstanding water, sewer and/or trash bills. Workshops were held on March 6th, March 16th, April 18th and May 4th.

In addition to the above-mentioned programs, the City will work to offer additional resources for utility billing as follows:

- *Paymentus Online Payment Services.* Currently, the City provides water and sewer utility customers with the option to pay utility bills in person at City Hall, by mail, by direct debit from a checking account. Only cash, checks, and debit cards are accepted for payment. Credit cards are not currently accepted as a form of payment. On October 16, 2023, the City Council approved an agreement with Paymentus Corporation for electronic payment services. Diverse options ensures that customers can choose the method that is most convenient for them and can also help reduce the likelihood of late payments. Staff has been meeting with the Paymentus team and anticipates rolling out the online payment platform by June 3rd.
- *Continued Coordination with Recreation & Community Services (RCS):* During the LIHWAP outreach, residents were informed of additional utility resources through the Low Income Home Energy Assistance Program ([LIHEAP](#)), SCE Energy Assistance Fund ([EAF](#)), California Alternative Rates for Energy ([CARE](#)) program, and SoCal Gas Assistance Fund ([GAF](#)). Staff will continue to work with RCS staff to continue efforts to inform and work with residents through various application processes.

Communication & Outreach.

- *Communication of Policy.* Should City Council authorize the proposed Ordinance, staff will develop a Policy for customers to more easily understand the process as it relates to residential water billing, penalties/fines, and water disconnection. The Policy will be translated into various languages as required by State Law and posted to the City's

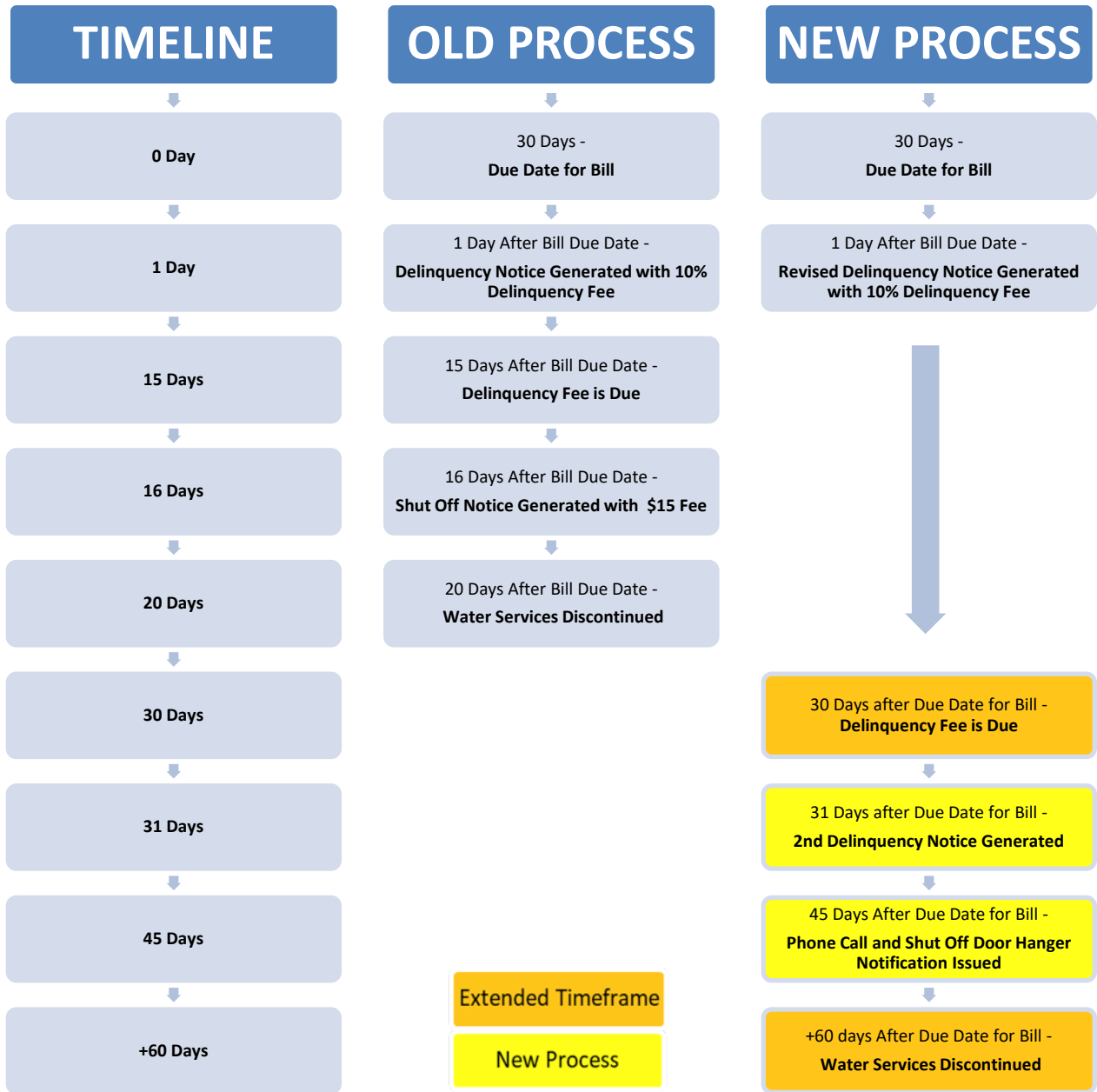
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website. Staff additionally plans to conduct outreach regarding the policy enactment via the following methods:

- Posted on City's Website
 - Mailer – Insert in Water Bills
 - Presentations at Community Centers & Neighborhood Meetings
 - Flyers at Community Centers
 - Social Media
 - City Manager's Monthly Newsletter – Spotlight Program
- *Conditions Prohibiting Residential Water Service Discontinuation.* The extended timeline, alternative payment methods and additional communication strategies are State requirements with the aim of minimizing water shut-offs. Additionally, SB998/SB3 mandate that water service cannot be discontinued if a customer meets all three conditions:
 1. Submits certification from a primary care provider that discontinuation of service would be life threatening or pose a serious threat to the health and safety of a person residing at the property.
 2. Provides proof of participation in CalWorks, CalFresh, Medi-Cal, SSI, general assistance, or the household income is less than 200% of the poverty level to demonstrate they are financially unable to pay within the normal billing cycle; and
 3. Is willing to enter into a payment arrangement and comply with such arrangement for 60 days or more.
 - *Communication Process to Residential Water Customers for Nonpayment.* The new policy, if adopted, will offer City of San Fernando water customers an extended timeline for payment. Additionally, revised delinquency notifications are required to incorporate information regarding flexibility in making payment arrangements; the process to apply for an extension of time to pay the amount owing; the procedure to petition for review and appeal of the bill giving rise to the delinquency; and the procedure to request a deferred, amortized, reduced or alternative payment schedule.

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The process change is outlined as follows:



The City’s Water Fund relies on timely payments from customers to cover operating costs, maintenance, and infrastructure upgrades. The amendment of the City’s Water Policy would enable the City to be compliant with State laws while creating a more transparent and expanded process for delinquent accounts. Escalated enforcement of fines and penalties ensures that the utility receives payment for the services it provides, enforces fairness for customers who pay

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their fair share, and encourages responsible use and payment of services received. Shutting off water service will be implemented only as a last resort after all other attempts to collect payment, such as reminders, warnings, and payment plans, have been exhausted.

BUDGET IMPACT:

The adoption of Ordinance No. 1722 will also require a Water Shutoff Policy to be established and translated into Spanish, Chinese, Tagalog, Vietnamese and Korean as required by SB 998 and SB 3. Sufficient funding is included in the Fiscal Year 2023-2024 Adopted Budget under the translation services enhancement program and associated bill inserts.

CONCLUSION:

It is recommended that the City Council approve for second reading, in title only, and waive all further readings to adopt Ordinance No. 1722 (Attachment “A”) titled, “An ordinance of the City Council of the City of San Fernando, California, amending provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code concerning the discontinuation of residential water service for Nonpayment,” to update the City’s water shutoff procedures and ensure compliance with State Law, with an effective date of July 1, 2024.

ATTACHMENTS:

- A. Ordinance No. 1722
- B. Current San Fernando Municipal Code - Division I, Chapter 94 (Utilities), Article III (Water)

ORDINANCE NO. 1722

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PROVISIONS OF SECTIONS 94-151 THROUGH 94-164 OF DIVISION I, ARTICLE III (WATER) OF CHAPTER 94 (UTILITIES) OF THE SAN FERNANDO MUNICIPAL CODE REFINING PROCEDURES FOR THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT AND OTHER RELATED AMENDMENTS

WHEREAS, the City of San Fernando ("City") is a municipal corporation, duly organized under the California Consitution and laws of the State of California; and

WHEREAS, the City owns and operates a public water system that supplies water to residential, commercial and industrial customers throughout the City's jurisdiction; and

WHEREAS, on September 28, 2018, Governor Brown signed Senate Bill No. 998, the Water Shutoff Protection Act ("SB 998") codified at Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the California Health and Safety Code; and

WHEREAS, SB 998 established new and expanded protections regarding the discontinuation of water service for nonpayment and related matters; and

WHEREAS, at its Regular Meeting of February 18, 2020, the San Fernando City Council ("City Council") approved Urgency Ordinance No. U-1692 which amended provisions of the San Fernando Municipal Code to conform to the requirements of SB 998; and

WHEREAS, on October 13, 2023, Governor Newsom signed Senate Bill 3 ("SB 3") which further refines and expands the protections offered under SB 998; and

WHEREAS, the City Council of the City of San Fernando desires to immediately amend Division I of Article III of Chapter 94 of the San Fernando Municipal Code to again ensure consistency with the new requirements of SB 3 and other laws which will take effect in the coming year; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Sections 94-151 through 94-164 of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code are hereby repealed in the entirety and replaced with the following text:

Sec. 94-151. General Billing Provisions.

(a) Responsibility for payment for water service. Except for master-metered apartment buildings or unless a property owner consents by written agreement that water service be furnished to tenants on the property owner's account, the occupant of any premises shall be responsible for payment of any water and service charges applicable to premises occupied by the occupant. It shall be the occupant's duty to inform the city immediately of all circumstances and of any change in circumstances that will in any way affect the applicability of any charge to premises occupied by the occupant or the amount of any such charge. In particular, but not by way of limitation, an occupant of any premises shall immediately inform the city clerk of any sale or transfer of the ownership or leasehold interest to such premises by or to such occupant.

(b) Vacant Property. Whenever the property is vacant or unoccupied and the owner or his authorized agent or lessee notifies the city in writing that until further notice no water will be required on the premises, there shall be no charge for water on the premises from the time of notifying the city until further notice is given by such owner or agent or lessee that the discontinued service be resumed.

(c) Prior delinquent bills. An applicant for water services may be refused service if the applicant has previous delinquent and unpaid bills for water service at another location served by the city or other delinquent or unpaid city bills, licenses, fees, permits, or other charges.

(d) Nonreceipt of Bills. Whether a water service bill is delivered to an account holder by the city through the United State Postal Service or electronically at the mailing address or electronic mail address provided by the account holder in its application for water service, the failure of the consumer to receive such a bill does not relieve the consumer of the requirement for payment, nor is nonreceipt of a bill cause to remove a penalty from the account.

(e) Registration Failure; bill estimation. If a water meter fails to register during any two-month billing period, a charge will be made upon the amount of water used during the same two-month period during the previous year. If there was no meter at the premises in question during the previous year, a charge will be made upon the estimate fixed by the water superintendent or director which shall be paid by the consumer.

(f) Assumption of use.

- (1) In all cases the city will assume that water has been used where any person has had the opportunity to use water, and even though he/she may not have used any water during the billing period he/she will not be entitled to any rebate from the regular rate provided in such cases unless he/she has notified the city in writing to discontinue such service.

(2) *The city's regular rates for water shall be charged in every instance for premises vacated until the city shall have been notified in writing by the owner or his agent and filed with the service clerk in the water division of the discontinuance of the use of water upon such premises.*

(g) *Liability during discontinued period. If, after water service has been discontinued but before the service is reconnected for the new customer, the meter indicates water has been used, the owner of the property shall be responsible for charges incurred during the discontinued period.*

(h) *Records. The city shall keep a complete set of books or accounts showing all financial transactions with reference to the city water division and shall make or cause to be made all collections for water service.*

(i) *Dispute settlement. If a dispute arises between any water consumer and the city concerning water service or the amount of the water bill to such consumer, the dispute, subject to any applicable procedures of Sections 94-161 and 94-162, may be settled subject to the approval of the San Fernando City Council and the Finance Director. The provisions and procedures provided for in this section are permissive, only, and shall in no way affect any of the other sections of this article or bind the city to any set formula for settling disputes.*

Sec. 94-152. Supplanted service.

If the city's public works improvements interfere with existing water service to a consumer provided by a supplier other than the city, the city may, upon agreement of all parties affected, provide such water service instead of such other supplier. The city reserves the right and power to contract separately with any such consumer for the sale and delivery of water at times, places and prices to be fixed by the city council. The council may agree to furnish water to such consumer at prices equivalent to those paid by the city consumer to the supplanted supplier if it finds the city benefits thereby.

Sections 94-153 to 94-160 [Reserved]

Sec. 94-161. Residential Billing, Delinquences and Discontinuation of Service.

(a) *Residential Billing.*

(1) *Residential water meters shall be read on a bimonthly basis and bills for such service will be rendered to each residential water consumer on a bi-monthly basis. The Finance Director shall, as soon as practical, after the first day of the month following the two-month billing period in which the charges were incurred, deliver to each residential water consumer a statement of water service charges for the preceding two-month billing period. All charges shall be due and payable upon presentation (the "due date"), and the charges shall become delinquent if not paid by the first day*

of the month immediately following the month in which the bill for charges was issued (the "delinquency date"). The term "presentation" shall mean the date when bills are deposited into the mail or delivered electronically, whichever the case may be. For purposes of this Section 94-161, the capitalized term "Finance Director" shall mean the Finance Director of the City of San Fernando or designee.

- (2) *All water services charges shall be paid (i) in person at the Finance Department counter located at San Fernando City Hall during the City's regular business hours; or (ii) at the City's designated night drop-box located at San Fernando City Hall; or (iii) by mail delivered to the address indicated on the water service bill; or (iv) by such other means as may prescribed by the City. Payment for residential water service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked on or before the delinquency date, shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.*
- (b) *Delinquent bills.* *The following rules apply to residential consumers whose bills remain unpaid for more than sixty (60) calendar days following the delinquency date:*
- (1) *Courtesy Carry-Over of Unpaid Sums.* *If \$50 or less remains unpaid on unpaid on individual bimonthly bill, the unpaid sum will be carried over and added to the next billing period.*
- (2) *Late charge.* *A late charge in an amount approved by city council resolution may be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the delinquency notice is generated.*
- (3) *Delinquency notice.* *If payment for a bill rendered is not made on or before the 30th day following the due date, a notice of delinquent payment (the "delinquency notice") will be mailed to the consumer, provided that such notice must be delivered no less than seven (7) business days prior to any discontinuation of service date identified in the delinquency notice itself. For purposes of this Section 94-161, the term "business days" shall mean Monday through Friday of each week, excluding those days in which the city is closed for business in observance of a city-observed holiday. If the consumer's address is not the address of the property to which the service is provided, the delinquency notice must also be sent to the address of the property served, addressed to "occupant." The delinquency notice must contain the following information:*

- (A) *The consumer's name and address;*
- (B) *Amount of delinquency;*
- (C) *Date by which payment or arrangement for payment must be made to avoid discontinuation of service;*
- (D) *Description of the process to apply for an extension of time to pay the amount owing;*
- (E) *Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency; and*
- (F) *Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule.*

The city may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the city shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in Section 94-161(c)(3), below, and the procedures for review and appeal of the consumer's bill, as described in Section 94-161(l), below.

- (4) *Unable to contact customer.* *If the city is unable to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the city will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of water service for nonpayment, and a copy of this policy.*

- (5) *Requirements for Landlord-Tenant Relationships.*

(A) If the city furnishes individually metered residential water service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the city shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least ten (10) calendar days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount that may be due on the delinquent account.

- (B) *The city is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the city's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the Finance Director, or if there is a physical means legally available to the city of selectively terminating service to those residential occupants who fail to meet the requirements of the city's rules and tariffs, the city shall make service available to those residential occupants who have met those requirements.*
- (C) *If prior service for a period of time is a condition for establishing credit with the city, residence and proof of prompt payment of rent or other credit obligation acceptable to the city for that period of time shall be a satisfactory equivalent.*
- (D) *Any residential occupant who becomes a customer of the city pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the covered water system for those services during the preceding payment period.*
- (E) *In the case of a detached single-family dwelling, the city may do any of the following: (i) Give notice of termination at least seven days prior to the proposed termination; or (ii) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.*
- (6) Water shut-off deadline. *Payment for water service charges must be received at San Fernando City Hall no later than 5:00 p.m. on the date specified in the delinquency notice. Payment made by regular mail that is postmarked prior to the water shut-off deadline but received by city after the deadline will be considered untimely.*
- (7) Notification of returned check. *Upon receipt of a returned check rendered as remittance of water service or other charges, the city will consider the account not paid. The city will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the delinquency notice; or, if a*

delinquency notice has not been previously provided, no sooner than the 60th day after the due date for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

(8) *Returned check tendered as payment for water service disconnected for nonpayment.*

(A) *If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the city may discontinue said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.*

(B) *If at any time during the one-year period described above, the consumer's account is again disconnected for nonpayment, the city may require the consumer to pay cash or certified funds to have that water service restored.*

(c) *Conditions prohibiting discontinuation.* *The city shall not discontinue residential water service if all of the following conditions are met:*

- (1) *Health conditions.* *The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property. (The term "primary care provider" shall have the same meaning as set forth under California Health & Safety Code § 116910(a)(1) as the same may be amended from time to time.); and*
- (2) *Financial inability.* *The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level; and*
- (3) *Alternative payment arrangements.* *The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of Section 94-161(f), below.*

(d) Process for determination of conditions prohibiting discontinuation of service.

- (1) *The water consumer bears the burden of proving compliance with the conditions described in Section 94-161(c), above.*
- (2) *To allow the city to commence the processing and consideration of any request for assistance by a consumer, the consumer shall first provide the city with all necessary documentation corroborating the existence of each of the conditions listed under Section 94-161(c), above, as far in advance as possible of any proposed date for discontinuation of service.*
- (3) *Upon receipt of such documentation, the Finance Director, shall review such documentation and respond to the consumer within seven (7) calendar days with either request additional information, including information relating to the feasibility of the available alternative arrangements, or notify the consumer of the alternative payment arrangement, and terms thereof as referenced under Section 94-161(f), below, in which the city will allow the consumer to participate.*
- (4) *If the city request additional information, the consumer shall provide the requested information within five (5) calendar days of receipt of the city's written request. Within five (5) calendar days of its receipt of all of the requested additional information, the city shall either notify the consumer in writing that the consumer does not meet the conditions of Section 94-161(c), above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, Section 94-161(f) below, in which the city will allow the consumer to participate.*
- (5) *Consumers who do not meet the conditions described in Section 94-161(c), above, must pay the delinquent amount, including any penalties and other charges, owing to the city by or before the latter of the following: (i) two (2) business days after the date of notification from the city of the city's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the delinquency notice.*

(e) Special rules of low income consumers. *Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level. If a consumer demonstrates either of those circumstances, then the following shall apply:*

- (1) Reconnection fees. *If water service has been discontinued and is to be reconnected, then any reconnection fees during the city's normal operating hours may not exceed \$50.00, and reconnection fees during nonoperational hours may not exceed \$150.00. Such fees may not exceed the actual cost of reconnection if that cost is less than the statutory caps. Fee caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.*
- (2) Interest waiver *Waive interest charges on delinquent bills once every twelve (12) months.*

(f) Alternative payment arrangements. *The city shall offer residential consumers one of the following alternative payment arrangements, to be selected by the city in city's sole discretion: (i) amortization of the unpaid balance; (ii) an alternative payment schedule; (iii) partial reduction of the unpaid balance provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other city customers; or, (iv) temporary deferral of payment. The Finance Director, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and city's payment needs. As authorized under the Health & Safety Code, the city reserves the right to set parameters for each of the options described above as may be adopted by city policy.*

- (1) Amortization. *If the city selects an amortization plan for the consumer, the plan shall be subject to the following terms:*
 - (A) Term. *The consumer shall pay the unpaid balance, with the administrative fee and interest over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.*
 - (B) Administrative fee; interest. *For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the plan. At the discretion of the Finance Director, interest at an annual rate not to exceed the legally allowable rate under California law shall be applied to any amounts to be amortized.*

- (C) Compliance with plan. The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.
- (2) Alternative payment schedule. If the city selects an alternative payment schedule for the consumer, such arrangement shall be subject to the following conditions:
- (A) Repayment period. The consumer shall pay the unpaid balance, with the administrative fee and interest over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.
- (B) Administrative fee; interest. For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the schedule. At the discretion of the Finance Director, interest at an annual rate not to exceed the legally allowable rate under California shall be applied to any amounts to be amortized.
- (C) Schedule. After consulting with the consumer and considering the consumer's financial limitations, the Finance Director, shall develop an alternative payment schedule to be agreed upon with the consumer. The alternative schedule may provide for periodic lump sum payments that do not coincide with the city's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Section 94-161(i)(1), above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.
- (D) Compliance with plan. The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule.

- (3) Reduction of unpaid balance. If the city elects to grant a partial reduction of the unpaid balance owed by the consumer, such arrangement shall be subject to the following conditions:
- (A) Amount of Reduction. The reduction shall not to exceed 20% of that balance. The proportion of any reduction shall be determined by the consumer's financial need, the city's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.
 - (B) Repayment Period. The consumer shall pay the reduced balance by or before a date to be set by the Finance Director in his or her reasonable discretion (the "reduced payment due date") which date shall be at least fifteen (15) calendar days after the date the reduction is authorized by the Finance Director.
 - (C) Compliance with Plan. The consumer must pay the reduced balance by or before the reduced payment due date and must remain current in paying in full any charges that accrue in each subsequent billing period.
- (4) Temporary deferral of payment. If the city elects to temporarily defer payment, such arrangement shall be subject to the following conditions:
- (A) Length of Temporary Deferral. The Finance Director shall determine the date by which payment shall be deferred (the "payment deferral date") in his or her reasonable discretion, provided that no deferral may exceed a period of twelve (12) months from the original due date as defined under Section 94-161(a)(1), above.
 - (B) Compliance with reduced payment date. The consumer must pay the deferred sums by the payment deferral date and must remain current in paying in full any charges that accrue in each subsequent billing period.
- (5) Discontinuation – Failure to Comply with Alternatives. Residential water service may be discontinued no sooner than five (5) business days after the city posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
- (A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) calendar days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for sixty (60) days or more.

(g) Appeals.

- (1) Appeal to Contest Charges. No later than thirty (30) calendar days from the due date of a water bill, a consumer may request a review and appeal to contest the accuracy of any charges stated in a consumer's water bill or any other alleged errors in calculation. Such request must be made in writing and be delivered to the office of the City Clerk to the attention of the Finance Director. For so long as the consumer's appeal and any resulting investigation is pending, the city may not discontinue water service to the consumer. A consumer who fails to timely submit a request for review and appeal under this Section 94-161(g)(1) shall be deemed to have accepted that charges stated in the water bill are accurate and free of error and waives any further right to contest the same. The preceding sentence notwithstanding, a consumer retains the right to seek alternative relief as provided under Section 94-161(f)*
- (2) Appeal Hearing. Following receipt of a request for review and appeal, a hearing date shall be promptly set before the Finance Director. After evaluation of the evidence provided by the consumer and the information on file with the city concerning the water charges in question, the Finance Director shall issue a written decision. The decision of the Finance Director shall be final and binding.*

 - (A) Water Charges Found to be Incorrect. If water charges are found to be inaccurate or otherwise in error, any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Finance Director.*
 - (B) Water Charges Found to be Correct. If the water charges in question are found to be accurate and free of error, such charges shall be considered immediately due and payable and shall be considered delinquent if unpaid by the original delinquency due day stated under Section 94-161(a)(1). If the Finance Director's decision is issued after the passing of the original delinquency due date, the charges will be considered immediately delinquent but the city may not discontinue service for a period of sixty (60) calendar days from the date of the Finance Director's decision. The consumer may also seek the alternative relief afforded under Section 94-161(f), above.*
- (3) No Disconnection Pending Appeal. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal is pending.*

(h) Restoration of water services. To resume or continue water service that has been discontinued by the city due to nonpayment, the consumer must pay a security deposit and a reconnection fee established by the city council by resolution, subject to the limitations set forth in Section 94-161(e)(1), above. The city will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The city shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable reconnection fee.

(i) Publication of Annual Discontinuations of Residential Service. The city shall comply with the publication requirements of Health and Safety Code Section 116918 as the same may be amended from time to time.

(j) Termination due to unauthorized actions of customers. Nothing in this section shall apply to the termination of residential water service due to unauthorized action of a customer.

Sec. 94-162. Nonresidential Billing, Delinquencies and Discontinuation of Service.

(a) Nonresidential Billing.

- (1) Nonresidential water meters shall be read on a bimonthly basis and bills for such service will be rendered to each consumer on a bi-monthly basis. The Finance Director shall, as soon as practical, after the first day of the month succeeding the two-month period in which the charges were incurred, mail or deliver to each nonresidential water consumer a statement of water service charges for the preceding two-month period. All water services charges shall be due and payable upon presentation, and such charges shall become delinquent if not paid thirty (30) calendar days thereafter. The term "presentation" shall mean the date when bills are deposited into the mail or delivered electronically, whichever the case may be.
- (2) All water services charges shall be paid in person at Finance Department counter located at San Fernando City Hall during the City's regular business hours; at the City's designated night drop-box located at San Fernando City Hall; by mail at the mailing address indicated on the water service bill; or by such other means as prescribed by the City. Payment for nonresidential water service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked at any time prior to 12:00 midnight of the day on which such charges would otherwise become delinquent shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.

(b) Deposit Increase for Delinquent Nonresidential Accounts. *If a nonresidential water consumer who has made a deposit to guarantee the payment of water service charges fails to pay the consumer's delinquent bill together with all added penalties and fees before the 20th day following the day in which such bill becomes delinquent, the deposit shall be increased to the minimum set by section 94-263, or increased to the equivalent of the delinquent amount including penalties and fees.*

(c) Payment Extensions and Penalty and Fee Waivers. *If the Finance Director determines that an extension of time or relief from any penalty for violation of this division should be granted, the director or designee may authorize in writing an extension of such time limits not to exceed 30 calendar days or authorize the waiver of penalties. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the Finance Director, who shall maintain a record of reasons for granting the extension. No extension of time may be granted to waive delinquent penalties. Elected officials are not eligible for any payment extensions and penalty and fee waivers without the express consent of the city council.*

(d) Penalty for nonresidential water consumers. *When all or any part of any water bill remains unpaid after the date on which it becomes delinquent, a penalty in an amount or percentage as may be established by City Council resolution shall be added to such bill upon its becoming delinquent and shall be collected from the consumer.*

(e) Disconnection for delinquency. *If a bill for nonresidential water service charges, penalties, and disconnection notice delivery fee is not paid, the water service shall be turned off after a final notice advising the customer of such shutoff on or before the expiration of approximately twenty (20) calendar days following the date on which it becomes delinquent. A further administrative/reconnection fee; other delinquent or unpaid city bills, licenses, fees, permits, or other charges; and a security deposit shall be paid before the service is then reconnected, pursuant to section 94-263. No checks shall be accepted for payment of disconnected accounts. A final notice of imminent disconnection of water service shall be made to the occupants of the premises before service is discontinued. A fee per unit for this notification will be charged to the account as pursuant to section 94-263.*

SECTION 3. CEQA. The City Council has determined that the proposed Ordinance is not a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 6. Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 7. Publication and Effective Date. This Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect as of July 1, 2024 by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this 20th day of May, 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. 1722 which was introduced on May 6, 2024, adopted at a regular meeting of the the City Council of the City of San Fernando, California, held on the May 20, 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 May, 2024.

Julia Fritz, City Clerk

**TEXT OF CURRENT DIVISION 1 (GENERALLY), CHAPTER 94 (UTILITIES), ARTICLE III (WATER) OF
THE SAN FERNANDO MUNICIPAL CODE**

CHAPTER 94. UTILITIES

ARTICLE III. WATER

DIVISION 1. GENERALLY

Sec. 94-131. Water division established.

The water division is created and established as an operating division under the general direction of the public works director.

(Code 1957, § 28.1)

Sec. 94-132. Responsibility of water division.

It shall be the responsibility of the water division to obtain water through extraction and diversion facilities owned or leased and operated by it or others and acquire water by purchase, exchange or otherwise and to distribute water to the inhabitants of and property in the city for domestic, irrigation, recreation, commercial and industrial purposes.

(Code 1957, § 28.2)

Sec. 94-133. Supervision of water division.

The water division shall be under the supervision of the water superintendent, and he shall be directly responsible and report to the public works director, who shall be appointed by the city council.

(Code 1957, § 28.3)

Sec. 94-134. Adoption of rules and regulations and rates, charges and penalties.

- (a) Under this article the city council may from time to time by resolution:
- (1) Adopt rules and regulations for the operation and maintenance of the water division.
 - (2) Establish, fix and modify the rates, charges and penalties for the furnishing of water and the time and method of payment therefor.
 - (3) Prescribe rules for the extension of water mains within the city and along its boundaries.

(4) From time to time amend such rules, regulations and rates and adopt new rules, regulations, rates and conditions if need be.

(b) The violation of any such rules and regulations so adopted by the council by resolution shall constitute a violation of this article.

(Code 1957, § 28.4)

Sec. 94-135. Property of city.

All services and water meters installed by the water division shall remain at all times the property of the city and shall be maintained, repaired and renewed by the city when rendered unserviceable by normal wear and tear.

(Code 1957, § 28.5)

Sec. 94-136. Unauthorized connections; interference with meters.

It shall be unlawful for any person, other than one who is duly authorized by the public works director or water superintendent, to connect or disconnect any water service or to turn on or suffer or cause to be turned on any water service that has been turned off by the water division from any building or premises in the city. It shall be unlawful for any person to meddle or interfere with any water meters or service in the city without written permission from the public works director or water superintendent.

(Code 1957, § 28.6)

Sec. 94-137. Liability of consumer for injury to meters.

Any damage to a water meter resulting from vandalism, carelessness or neglect of the consumer or any member of his family or anyone employed by him and any damage which may result from hot water or steam from a boiler, water heater, or otherwise shall be charged to and paid for by such consumer to the water division on presentation of the bill therefor. If such bill is not paid, the water shall be shut off from such premises without further notice and shall not be turned on again until all charges are paid.

(Code 1957, § 28.7)

Sec. 94-138. Reserved.

Editor's note(s)—Ord. No. 1537, § 12, adopted Oct. 21, 2002, repealed § 94-138 which pertained to penalty for violation and derived from Code 1957, § 28.8.

Sec. 94-139. Right of entry.

(a) Any authorized city official or employee shall have the right of entry into buildings or premises regulated by this article during reasonable hours for the purpose of inspection, checking, changing, or reading water meters installed in such dwellings or premises. The city employees so designated shall be furnished with appropriate identification which shall be displayed on request.

(Supp. No. 37)

- (b) If any authorized city inspector, foreman, or employee is refused admittance to any premises supplied by water by the city or on being admitted is hindered or prevented from making such examination, reading, or inspection due to the maintenance on such premises by a dog or animals or for any other reason, the water superintendent or director may cause the service of water to the premises to be discontinued after giving written notice to the owner or occupant of his intention to do so. The notice shall be deemed served upon the owner or occupant thereof if it is mailed to his last known address and a copy thereof mailed to the premises if his mailing address is not at the same premises. The service of water may be discontinued until the owner or occupant has given satisfactory assurance to the water superintendent or director that any inspector, foreman, or employee will not be hindered or prevented from making the examination, reading or inspection.

(Code 1957, § 28.40)

Sec. 94-140. Unlawful acts and trespass.

It is unlawful for any person to open any fire hydrant, street hydrant, stopcock, gate valve, or to interfere in any manner with any street water service, water connection, or any water meter attached to any service pipe connected with the water mains or to turn on or off water mains or water pipes of the city or to tap, break, or injure any water main or water pipe of the city or any reservoir or to tap any water service pipe or to take or draw water from any water main, pipe, or hydrant of the city without first having made written application for water service, as provided in this article, and paying the established water rate or service charge. It shall be unlawful for any person to trespass upon the public property of the water division without written permission from the water superintendent or director.

(Code 1957, § 28.41)

Sec. 94-141. Repairs to water mains, meter and lines.

The city shall at its own expense make all repairs necessary to water mains, meters, and pipelines connecting with water mains. The city shall make no repair or do any work whatsoever on the water pipeline beyond the meter connection. Any repair made necessary by any act of negligence or carelessness by the consumer or any other person shall be charged to and collected from the consumer or the person responsible. The city will in no case be liable for damage occasioned by water running from an open or faulty fixture or from broken or damaged pipe beyond the city's meter.

(Code 1957, § 28.42)

Sec. 94-142. Turning water off or on in emergency.

The water division shall have the power and authority to turn off the water supply without notice in any emergency or disaster or for the purpose of repair, replacement, construction, reconstruction of any water line or appurtenant part of the city's water system or the installation of any meter or for the failure to pay any water bill or other charge of the water division within the times and in the manner prescribed in this article. The director or water superintendent shall make reasonable effort to notify all consumers prior to such emergency that the water is to be turned off or on.

(Code 1957, § 28.43)

Sec. 94-143. Supplying to other than occupant of premises.

It is unlawful for any person to supply water to any other person other than the occupants of the premises of such consumer.

(Code 1957, § 28.44)

Sec. 94-144. Street numbers.

No applicant for water service shall be entitled to the service until the building or premises where such water is to be furnished is numbered as required by article V of chapter 74 of this Code and such number is given to the water division.

(Code 1957, § 28.45)

Sec. 94-145. Service application form.

Before any water will be supplied by the city to any person who requires service from the city-owned water system to water pipes on any real property, the owner or occupant of the property shall make a written application to the finance department for such service and service connection upon a form provided in the finance division.

(Code 1957, § 28.50)

Sec. 94-146. Service application deposit.

- (a) A security deposit will be required unless the applicant for water service has had a previous utility account with the city within the prior 24 months and has regularly paid all bills for water from the city promptly for 12 months immediately prior to closing that service account. If an applicant cannot qualify for credit under this requirement, he shall make a security deposit in the amount set forth in section 94-263. However, the owner of the property or his authorized agent may guarantee payment for the tenant, and such guarantee shall be accepted provided the owner's credit has been established as provided in this subsection. Where such service is for commercial uses, the security deposit required may be twice the average monthly bills of consumers of his class.
- (b) After 12 payments have been made in the month in which they were due for monthly billing or after six payments have been made in the month in which they were due for bimonthly billing, the deposit will be credited to the depositor.

(Code 1957, § 28.51)

Sec. 94-147. Consumer moving into location with current service.

When a consumer moves into a place of business or residence from which water service was not previously discontinued and does not call at the office and make proper arrangements for service within a period of three days, the service will be discontinued and the administrative/reconnection service charge collected before service is again resumed.

(Code 1957, § 28.52)

Sec. 94-148. Turning on water supply.

When turning on the water supply as requested and the house and property is vacant, the city will endeavor to ascertain if water is running on the inside of the building. If such is found to be the case, the meter will be left shut off at the curb cock on the inlet side of the meter or on the outlet side at the customer hand valve between the house and the meter, and a notice will be left at the property stating why water was not turned on. Every property owner for his own convenience and safety must have a customer-owned wheel valve at some convenient place between the meter and the building.

(Code 1957, § 28.53)

Sec. 94-149. Consumer requested discontinuance of service.

- (a) Upon notification by the owner or occupant of a building or premises to have the water shut off, the city shall have the water shut off on the supply side of the meter within 48 hours of receiving written notice to discontinue service. At that time the meter reading shall be recorded and a bill rendered which shall include a cost for the amount of water used according to the rates and charges provided and for the prorated monthly minimum service charge due for the fractional part of the current billing period.
- (b) The person last accepting responsibility for the water utility account shall be responsible for all charges and fees until notification is received by the service office to close the account in the name of that person. A valid forwarding address is also required to relieve the consumer of liability for the water utility bill.

(Code 1957, § 28.54; Ord. No. 1692, § 4, 2-18-2020)

Sec. 94-150. Temporary service.

Any applicant for temporary water service shall be required to deposit the estimated cost of the facilities required and the water to be used. Upon discontinuance of use, payment will be adjusted to the actual cost to the city of placing and removing meter, connection, etc., and the water consumed will be billed at regular rates.

(Code 1957, § 28.55)

Sec. 94-151. Responsibility for payments.

- (a) Except for master-metered apartment buildings or unless a property owner consents by written agreement that water service be furnished to tenants on the property owner's account, the occupant of any premises shall be responsible for payment of any water and service charges applicable to premises occupied by him. It shall be the occupant's duty to inform the city immediately of all circumstances and of any change in circumstances that will in any way affect the applicability of any charge to premises occupied by him or the amount of any such charge. In particular, but not by way of limitation, an occupant of any premises shall immediately inform the

(Supp. No. 37)

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city clerk of any sale or transfer of the ownership or leasehold interest to such premises by or to such occupant.

- (b) Whenever the property is vacant or unoccupied and the owner or his authorized agent or lessee notifies the city in writing that until further notice no water will be required on the premises, there shall be no charge for water on the premises from the time of notifying the city until further notice is given by such owner or agent or lessee that the discontinued service be resumed.

(Code 1957, § 28.56)

Sec. 94-152. Prior delinquent bills.

An applicant may be refused water service if he has previous delinquent and unpaid bills for water service at another location served by the city or other delinquent or unpaid city bills, licenses, fees, permits, or other charges.

(Code 1957, § 28.57)

Sec. 94-153. Supplanted service.

If the city's public works improvements interfere with existing water service to a consumer provided by a supplier other than the city, the city may, upon agreement of all parties affected, provide such water service instead of such other supplier. The city reserves the right and power to contract separately with any such consumer for the sale and delivery of water at times, places and prices to be fixed by the city council. The council may agree to furnish water to such consumer at prices equivalent to those paid by the city consumer to the supplanted supplier if it finds the city benefits thereby.

(Code 1957, § 28.58)

Sec. 94-154. Billing.

- (a) Water meters shall be read as near monthly as possible where the billing is to be monthly and as near bimonthly as possible where bimonthly billing is to be used. The finance director shall, as soon as practical, after the first day of the month succeeding the month for which the charges were incurred for monthly billing and the first day of the month succeeding the two-month period in which the charges were incurred for bimonthly billing, mail or deliver to each consumer a statement of water service charges for the preceding month or two-month period, as the case may be. All charges shall be due and payable at the office of the city treasurer on the first day of the next succeeding month following the month in which the charges were incurred and shall become delinquent at 12:00 midnight on the last day of the month. If bimonthly billing is made by the city, such water service charges shall become due on the first day of the first month following the bimonthly period for which the charges are billed, and the charges shall become delinquent at 12:00 midnight on the last day of the month. The foregoing notwithstanding, charges for residential water service charges shall become due and payable as provided under section 94-161 (Delinquent bills and discontinuation of service.) of this article, below.
- (b) Payment for such service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked at any time prior to

12:00 midnight of the day on which such charges would otherwise become delinquent shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.

- (c) City hall is the only authorized paying station. If paid elsewhere, the city is not responsible if payment is delayed in reaching the office, and penalties for late payment will be charged.

(Code 1957, § 28.60; Ord. No. 1545, § 30, 11-3-2003; Ord. No. 1692, § 5, 2-18-2020)

Sec. 94-155. Nonreceipt of bills.

The city is responsible for delivering the water bills to the United States Postal Service. Failure of the consumer to receive a bill from the United States Postal Service does not relieve the consumer of the requirement for payment, nor is nonreceipt of a bill cause to remove a penalty from the account.

(Code 1957, § 28.61)

Sec. 94-156. Registration failure; bill estimation.

If a water meter fails to register during any month, a charge will be made upon the amount of water used during the same month of the previous year. If there was no meter at the premises in question during the previous year, a charge will be made upon the estimate fixed by the water superintendent or director which shall be paid by the consumer.

(Code 1957, § 28.62)

Sec. 94-157. Assumption of use.

- (a) In all cases the city will assume that water has been used where any person has had the opportunity to use water, and even though he may not have used any water during the month or billing period he will not be entitled to any rebate from the regular rate provided in such cases unless he has notified the city in writing to discontinue such service.
- (b) The city's regular rates for water shall be charged in every instance for premises vacated until the city shall have been notified in writing by the owner or his agent and filed with the service clerk in the water division of the discontinuance of the use of water upon such premises.

(Code 1957, § 28.63)

Sec. 94-158. Liability during discontinued period.

If, after water service has been discontinued but before the service is reconnected for the new customer, the meter indicates water has been used, the owner of the property shall be responsible for charges incurred during the discontinued period.

(Code 1957, § 28.64)

Sec. 94-159. Records.

The city shall keep a complete set of books or accounts showing all financial transactions with reference to the city water division and shall make or cause to be made all collections for water service. (Code 1957, § 28.65)

Sec. 94-160. Dispute settlement.

If a dispute arises between any water consumer and the city concerning water service or the amount of the water bill to such consumer, the dispute may be settled subject to the approval of the city council and the finance director. The provisions and procedures provided for in this section are permissive, only, and shall in no way affect any of the other sections of this article or bind the city to any set formula for settling disputes.

(Code 1957, § 28.66; Ord. No. 1545, § 31, 11-3-2003)

Sec. 94-161. Delinquent bills and discontinuation of service.

(a) *Application.* The procedures set forth under subsections (b) through subsection (f) of this section shall apply to residential water consumers only. For purposes of this section 94-161, the capitalized term "Policy" shall be a collective reference to the policies and procedures set forth under subsections (b) through (f) of this section, below. All other water consumers shall be governed by the provisions of subsection (g) of this section and the provisions of sections 94-162 through 94-167 and such other provisions of the San Fernando Municipal Code as may be applicable nonresidential water consumers. The provisions of subsection (g) of this section and sections 94-162 through 94-167 shall have no application to residential water consumers.

(b) *Rendering and payment of bills.*

(1) Bills for residential water service will be rendered to each consumer on a bi-monthly basis. Residential water service charges shall become due and payable upon presentation (hereinafter, the "due date") and shall become delinquent if not paid within 30 calendar days thereafter (hereinafter, the "delinquency date"). As provided under subsection (b) of section 94-154, if the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday or city-observed holiday, the next business day thereafter shall be considered as the day on which the delinquency occurs. Except as otherwise provided under water service is subject to discontinuation if such charges are not paid within 60 days from the delinquency date. Payment may be made at San Fernando City Hall during the city's normal business hours, excluding city-observed holidays and as provided under subsection (b) of section 94-154 (billing), above. It is the consumer's responsibility to assure that payments are received by city in a timely manner. Partial payments are not authorized unless prior approval has been received from the city. Bills will be computed as follows:

a. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.

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- b. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.
 - c. City billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the city shall have the right to refuse any payment of such billings in coin.
- (2) *Delinquent bills.* The following rules apply to residential consumers whose bills remain unpaid for more than 60 days following the delinquency date:
- a. If less than a minimum bill (i.e., less than the account's bi-monthly meter charge) remains unpaid on any billing, it shall be carried over and added to the next billing period.
 - b. *Delinquency notice.* If payment for a bill rendered is not made on or before the 30th day following the due date, a notice of delinquent payment (the "delinquency notice") will be mailed to the consumer, provided that such notice must be delivered no less than seven business days prior to any discontinuation of service date identified in the delinquency notice itself. For purposes of this policy, the term "business days" shall refer to any days on which San Fernando City Hall is regularly open for business. If the consumer's address is not the address of the property to which the service is provided, the delinquency notice must also be sent to the address of the property served, addressed to "occupant." The delinquency notice must contain the following information:
 1. Consumer's name and address;
 2. Amount of delinquency;
 3. Date by which payment or arrangement for payment must be made to avoid discontinuation of service;
 4. Description of the process to apply for an extension of time to pay the amount owing as set forth under subsection (c), below;
 5. Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency as set forth under subsection (d), below; and
 6. Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule as set forth under subsection (c), below.

The city may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the city shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in subsection (c), below, and the procedures for review and appeal of the consumer's bill, as described in subsection (d), below.

- c. *Unable to contact customer.* If the city is unable to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the city will

make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of water service for nonpayment, and a copy of this policy.

- d. *Late charge.* A late charge in an amount approved by city council resolution may be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the delinquency notice is generated.
 - e. *Water shut-off deadline.* Payment for water service charges must be received at San Fernando City Hall no later than 5:00 p.m. on the date specified in the delinquency notice. Payment made by regular mail that is postmarked prior to the water shut-off deadline but received by city after the deadline will be considered untimely.
 - f. *Notification of returned check.* Upon receipt of a returned check rendered as remittance of water service or other charges, the city will consider the account not paid. The city will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the delinquency notice; or, if a delinquency notice has not been previously provided, no sooner than the 60th day after the due date for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.
 - g. Returned check tendered as payment for water service disconnected for nonpayment.
 - 1. If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the city may discontinue said water service upon at least three calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.
 - 2. If at any time during the one year period described above, the consumer's account is again disconnected for nonpayment, the city may require the consumer to pay cash or certified funds to have that water service restored.
- (3) *Conditions prohibiting discontinuation.* The city shall not discontinue residential water service if all of the following conditions are met:
- a. *Health conditions.* The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property. (The term "primary care provider" shall have the same meaning as set forth under California Health & Safety Code § 116910(a)(1) as the same may be amended from time to time.); and
 - b. *Financial inability.* The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current

recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200 percent of the federal poverty level; and

- c. *Alternative payment arrangements.* The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of subsection (c) (alternative payment arrangements), below.
- (4) *Process for determination of conditions prohibiting discontinuation of service.* The consumer bears the burden of proving compliance with the conditions described in paragraph (3) of this subsection, above. To allow the city to commence the processing and consideration of any request for assistance by a consumer, the consumer shall first provide the city with all necessary documentation demonstrating the medical issues under paragraph (3)a. of this subsection, above; financial inability under paragraph (3)b. of this subsection, above; and a willingness to enter into any alternative payment arrangement under paragraph (3)c. of this subsection, above, as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the finance director, shall review such documentation and respond to the consumer within seven calendar days with either request additional information, including information relating to the feasibility of the available alternative arrangements, or notify the consumer of the alternative payment arrangement, and terms thereof, under subsection (c), below, in which the city will allow the consumer to participate. For purposes of this section, the capitalized term "finance director" shall mean the finance director of the city or his or her designee. If the city has requested additional information, the consumer shall provide the requested information within five calendar days of receipt of the city's written request. Within five calendar days of its receipt of the additional information, the city shall either notify the consumer in writing that the consumer does not meet the conditions of paragraph (3) of this subsection, above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under subsection (c), below, in which the city will allow the consumer to participate. Consumers who fail to meet the conditions described in paragraph (3) of this subsection, above, must pay the delinquent amount, including any penalties and other charges, owing to the city by or before the latter of the following: (i) two business days after the date of notification from the city of the city's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the delinquency notice.
- (5) *Special rules of low income consumers.* Consumers are deemed to have a household income below 200 percent of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200 percent of the federal poverty level. If a consumer demonstrates either of those circumstances, then the following shall apply:
- a. *Reconnection fees.* If water service has been discontinued and is to be reconnected, then any reconnection fees during the city's normal operating hours may not exceed \$50.00, and reconnection fees during nonoperational hours may exceed \$150.00. Such

fees may not exceed the actual cost of reconnection if that cost is less than the statutory caps. Fee caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.

- b. *Interest waiver.* The city shall not impose any interest charges on delinquent bills.
- (6) *Landlord-tenant arrangements.* The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.
- a. *Required notice.*
1. At least ten calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the city must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.
 2. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed, without having to pay any of the then-delinquent amounts.
- b. *Tenants/occupants as customers.*
1. The city is not required to make water service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for water service and meets the city's requirements and rules.
 2. If (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the city's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the city's requirements, then the city may make service available only to those tenants/occupants who have met the requirements.
 3. If prior service for a particular length of time is a condition to establish credit with the city, then residence at the property and proof of prompt payment of rent for that length of time, to the city's satisfaction, is a satisfactory equivalent.
 4. If a tenant/occupant becomes a customer of the city and the tenant's/occupant/s rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the city during the prior payment method.
- (c) *Alternative payment arrangements.* For any consumer who meets the three conditions set forth in paragraph (3) of subsection (b), above, in accordance with the process set forth in paragraph (4) of subsection (b), above, the city shall offer the consumer one of the following alternative payment arrangements, to be selected by the city in city's discretion: (i) amortization of the unpaid balance under paragraph a. of this subsection, below; (ii) alternative payment schedule under paragraph b. of this subsection, below; (iii) partial or full reduction of unpaid balance under paragraph c. of this subsection, below; or, (iv) temporary deferral of payment under paragraph d. of this subsection, below. The finance director, shall, in the exercise of reasonable discretion, select the most

appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and city's payment needs.

- (1) *Amortization.* Any consumer who is unable to pay for water service within the city's normal payment period and meets the three conditions set forth under paragraph (3) of subsection (b), above, as the city shall confirm, may, if the city has selected this alternative, enter into an amortization plan with the city on the following terms:
 - a. *Term.* The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in paragraph 2. of this subsection, below, over a period not to exceed 12 months, as determined by the finance director; provided, however, that the finance director, in his or her reasonable discretion, may apply an amortization term of longer than 12 months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.
 - b. *Administrative fee; interest.* For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the plan. At the discretion of the finance director, interest at an annual rate not to exceed eight percent shall be applied to any amounts to be amortized under this paragraph a.
 - c. *Compliance with plan.* The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for 60 calendar days or more, or fails to pay the consumer's current service charges for 60 calendar days or more, the city may discontinue water service to the consumer's property at least five business days after the city posts at the consumer's residence a final notice of its intent to discontinue service.
- (2) *Alternative payment schedule.* Any consumer who is unable to pay for water service within the city's normal payment period and meets the three conditions set forth in paragraph (3) of subsection (b), above, as the city shall confirm, may, if the city has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:
 - a. *Repayment period.* The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in paragraph b.2. of this subsection, below, over a period not to exceed 12 months, as determined by the finance director; provided, however, that the finance director, in his or her reasonable discretion, may extend the repayment period for longer than 12 months to avoid undue hardship on the consumer.
 - b. *Administrative fee; interest.* For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the schedule. At the discretion of the finance director, interest at an

annual rate not to exceed eight percent shall be applied to any amounts to be amortized under this paragraph 2 of this subsection.

- c. *Schedule.* After consulting with the consumer and considering the consumer's financial limitations, the finance director, shall develop an alternative payment schedule to be agreed upon with the consumer. The alternative schedule may provide for periodic lump sum payments that do not coincide with the city's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to paragraph b.2. of this subsection, above, the unpaid balance and administrative fee shall be paid in full within 12 months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.
 - d. *Compliance with plan.* The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for 60 calendar days or more, or fails to pay the consumer's current service charges for 60 calendar days or more, the city may discontinue water service to the consumer's property at least five business days after the city posts at the consumer's residence a final notice of its intent to discontinue service.
- (3) *Reduction of unpaid balance.* Any consumer who is unable to pay for water service within the city's normal payment period and meets the three conditions set forth in paragraph (3) of subsection (b), above, as the city shall confirm, may, if the city has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed 20 percent of that balance; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other city customers. The proportion of any reduction shall be determined by the consumer's financial need, the city's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.
- a. *Repayment period.* The consumer shall pay the reduced balance by the due date determined by the finance director, which date (the "reduced payment date") shall be at least 15 calendar days after the effective date of the reduction of the unpaid balance.
 - b. *Compliance with reduced payment date.* The consumer must pay the reduced balance on or before the reduced payment date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within 60 calendar days after the reduced payment date, or fails to pay the consumer's current service charges for 60 calendar days or more, the city may discontinue water service to the consumer's property at least five business days after the city posts at the consumer's residence a final notice of its intent to discontinue service.
- (d) *Temporary deferral of payment.* Any consumer who is unable to pay for water service within the city's normal payment period and meets the three conditions set forth in paragraph (3) of subsection (b), above, as the city shall confirm, may, if the city has selected this alternative, have

payment of the unpaid balance temporarily deferred for a period of up to six months after the payment is due. The city shall determine, in its discretion, how long of a deferral shall be provided to the consumer.

- (1) *Repayment period.* The consumer shall pay the unpaid balance by the deferral date (the "deferred payment date") determined by the finance director. The deferral payment date shall be within 12 months from the date the unpaid balance became delinquent; provided, however, that the finance director, in his or her reasonable discretion, may establish a deferred payment date beyond that 12 month period to avoid undue hardship on the consumer.
- (2) *Compliance with reduced payment date.* The consumer must pay the reduced balance on or before the deferred payment date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within 60 calendar days after the deferred payment date, or fails to pay the consumer's current service charges for 60 calendar days or more, the city may discontinue water service to the consumer's property at least five business days after the city posts at the consumer's residence a final notice of its intent to discontinue services.
- (3) *Appeals.* The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows:
 - (4) *Initial appeal.* Within ten days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge rendered by the city. Such request must be made in writing and be delivered to the office of the city clerk to the attention of the finance director. For so long as the consumer's appeal and any resulting investigation is pending, the city cannot discontinue water service to the consumer.
 - (5) *Delinquency notice appeal.* In addition to the appeal rights provided under paragraph (1) of this subsection, above, any consumer who receives an delinquency notice may request an appeal or review of the bill to which the delinquency notice relates at least five business days after the date of the delinquency notice if the consumer alleges that the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under paragraph (1) of this subsection, above, has been made. Any appeal or request for review under this subsection must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the office of the city clerk to the attention of the finance director within that five business day period. For so long as the consumer's appeal and any resulting investigation is pending, the city may not discontinue water service to the consumer.
 - (6) *Appeal hearing.* Following receipt of a request for an appeal or review under paragraph (1) or (2) of this subsection, above, a hearing date shall be promptly set before the finance director. After evaluation of the evidence provided by the consumer and the information on file with the city concerning the water charges in question, the finance director shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.
 - a. If water charges are determined to be incorrect, the city will provide a corrected invoice and payment of the revised charges will be due within ten calendar days of the invoice

date for the revised charges. If the revised charges remain unpaid for more than 60 calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that 60 calendar day period; provided that the city shall provide the consumer with the delinquency notice in accordance with paragraph (2)b. of subsection (b), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable reconnection charges.

- b. If the water charges in question are determined to be correct, the water charges are due and payable within two business days after the finance director's decision is rendered. At the time the finance director's decision is rendered, the consumer will be advised of the right to further appeal before a hearing officer designated by the city manager ("hearing officer"). Any such appeal must be filed in writing within seven calendar days after the finance director's decision is rendered if the appeal or review is an initial appeal under paragraph (1) of this subsection, above, or within three calendar days if the appeal or review is an delinquency notice appeal under paragraph (2) of this subsection, above. The appeal hearing will occur at a date agreed to by the consumer and the hearing officer.
- c. For an initial appeal under paragraph (1) of this section, above, if the consumer does not timely appeal to the finance director the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within 60 calendar days after the original billing date, then the city shall provide with the delinquency notice in accordance with paragraph (1)b. of subsection (b), above, and may proceed in discontinuing service to the consumer's property.
- d. For a delinquency notice appeal under paragraph (2) of this subsection, above, if the consumer does not timely appeal to the finance director, then the water service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least 24 hours after the latter to occur of: (i) the expiration of the original 60 calendar day notice period set forth in the delinquency notice; or (ii) the expiration of the appeal period.
- e. When a hearing before a hearing officer is requested, such request shall be made in writing and delivered to the office of the city clerk to the attention of the city manager. The consumer will be required to personally appear before the hearing officer and present evidence and reasons as to why the water charges on the bill in question are not accurate. The hearing officer shall evaluate the evidence presented by the consumer, as well as the information on file with the city concerning the water charges in question, and render a decision as to the accuracy of said charges.
- f. If the hearing officer finds the water charges in question are incorrect, the consumer will be invoiced for the revised charges. If the revised charges remain unpaid for more than 60 calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that 60 calendar day period; provided that the city shall provide the consumer with the delinquency notice in accordance with paragraph (2)b. of subsection (b), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.

- g. If the water charges in question are determined to be correct, the water charges are due and payable within two business days after the decision of the hearing officer is rendered. In the event that charges are not paid in full within 60 calendar days after the original billing date, then the city shall provide the consumer with a delinquency notice in accordance with paragraph (3)b. of subsection (b), above, and may proceed in discontinuing water service to the consumer's property.
 - h. Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the hearing officer.
 - i. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal is pending.
 - j. The hearing officer's decision shall be final and binding.
- (e) *Restoration of water services.* To resume or continue water service that has been discontinued by the city due to nonpayment, the consumer must pay a security deposit and a reconnection fee established by the city council by resolution, subject to the limitations set forth in paragraph (5)a. of subsection (b), above. The city will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The city shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable reconnection fee.
- (f) *Publication.* The city shall comply with the publication requirements of Health and Safety Code Section 116918 as the same may be amended from time to time.
- (g) *Nonresidential water consumers.* This subsection shall apply to all nonresidential water consumers. When all or any part of any water bill remains unpaid after the date on which it becomes delinquent, a penalty of ten percent of the total amount of such bill shall be added to such bill upon its becoming delinquent and shall be collected from the consumer.

(Code 1957, § 28.70; Ord. No. 1692, § 3, 2-18-2020)

Sec. 94-162. Disconnection notice.

A final notice of imminent disconnection of water service shall be made to the occupants of the premises before service is discontinued. A fee per unit for this notification will be charged to the account as pursuant to section 94-263.

(Code 1957, § 28.71)

Sec. 94-163. Disconnection for delinquency.

If a bill for water service charges, penalties, and disconnection notice delivery fee is not paid, the water service shall be turned off after a final notice advising the customer of such shutoff on or before the expiration of approximately 20 days following the date on which it becomes delinquent. A further administrative/reconnection fee; other delinquent or unpaid city bills, licenses, fees, permits, or other charges; and a security deposit shall be paid before the service is then reconnected, pursuant to section 94-263. No checks shall be accepted for payment of disconnected accounts.

(Code 1957, § 28.72)

Sec. 94-164. Deposit increase for delinquent accounts.

If a consumer who has made a deposit to guarantee the payment of water service charges fails to pay his delinquent bill together with all added penalties and fees before the 20th day following the day in which such bill becomes delinquent, the deposit shall be increased to the minimum set by section 94-263, or increased to the equivalent of the delinquent amount including penalties and fees.

(Code 1957, § 28.73)

Sec. 94-165. Payment extensions and penalty and fee waivers.

If the finance director determines that an extension of time or relief from any penalty for violation of this division should be granted, the director or designee may authorize in writing an extension of such time limits not to exceed 30 days or authorize the waiver of penalties. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the finance director, who shall maintain a record of reasons for granting the extension. No extension of time may be granted to waive delinquent penalties. Elected officials are not eligible for any payment extensions and penalty and fee waivers without the express consent of the city council.

(Code 1957, § 28.74; Ord. No. 1489, § 1, 1-20-1998; Ord. No. 1545, § 32, 11-3-2003)

Sec. 94-166. Penalty for turning on water after turnoff.

No person shall turn on water or suffer it to be turned on at any meter or other connection to the city's water distribution system after the water has been turned off by the city. Meter readings will be taken when the meter is shut off, and any increase in the reading will be considered proof that the meter had been turned on, even if found in the off position when checked. For each time the employees of the water division are required to again turn the water off or determine that the meter had been turned on and off, a tampering fee shall be charged pursuant to section 94-263.

(Code 1957, § 28.75)

Sec. 94-167. Returned checks.

When a water customer presents the city with a check or other negotiable instrument in payment of a water bill that is not negotiable either because of a insufficient funds, closed account, or other reason, the customer, pursuant to section 94-263, shall present the city with cash covering the amount of the check plus a penalty. If payment is not made, disconnection shall take place within 48 hours of notification of the customer with appropriate reconnection penalties.

(Code 1957, § 28.76)

Sec. 94-168. Connection.

Upon the applicant for water service having complied with all the requirements relating to written application for service, the city will cause the property described to be connected to the city water main subject to this Code, and the applicant shall bear the cost of the installation of service.

(Code 1957, § 28.80)

Sec. 94-169. Connection size.

The city reserves the right to determine the size of the water service connection and its location with respect to the boundaries of the premises to be served. The laying of the consumer pipe to the curb shall not be done until the service connection is installed. If the consumer lays his pipe to the curb before or after the service connection is installed and its location is more than five feet from where the service connection enters the property, the consumer shall bear the extra cost of connecting the service connecting pipe to the consumer pipe.

(Code 1957, § 28.81)

Sec. 94-170. One meter per lot.

No more than one water meter shall be installed on any lot or parcel of real property without the approval and consent of the director or water superintendent.

(Code 1957, § 28.82)

Sec. 94-171. Multiple meters.

For the purpose of making charges, all water meters upon a consumer's premises will be considered separately, and the reading thereof shall not be combined. However, when the water division shall, for operating necessity, install upon the consumer's premises in place of one meter two or more in parallel, the reading of such two or more meters shall be combined for the purpose of making charges.

(Code 1957, § 28.83)

Sec. 94-172. Restoration of property after connecting service pipe to meter.

When any plumber or any other person connecting a water service pipe to the property side of a water meter uses water for testing the pipes, he shall leave the service box in as good condition as found and shall leave the water shut off, if found shut off, and shall in writing notify the city at the time the connection is made. Any damage caused by the negligence or carelessness of any plumber or other person to any part of the meter box or connection shall be paid by such plumber or person to the city on demand.

(Code 1957, § 28.84)

Sec. 94-173. Billing for connection of meter.

The water division may connect a meter to any water service or service pipe at any time it deems it expedient to do so and render a corrected bill from the date of installation of such meter according to the meter rates and charges.

(Code 1957, § 28.85)

Sec. 94-174. Distance of sewer or gas service from water service.

No sewer ditch, sewer pipe, gas pipe, or any other service pipe shall be installed or maintained nearer than three feet to any water service pipe, water main, or water service meter of the city. Reference is hereby made to the city's water construction standards.

(Code 1957, § 28.86)

Sec. 94-175. City property ownership.

All water services and water meters installed by the water division shall remain at all times the property of the city and shall be maintained, repaired, and renewed by the city when rendered unserviceable by normal wear and tear when in its judgment such repairs are needed. Where water meter replacements, repairs, or adjustments are rendered necessary by a consumer's negligence or carelessness or by any member of his family or any person in his employ, any expenses caused to the city thereby shall be charged to and collected from the consumer.

(Code 1957, § 28.87)

Sec. 94-176. Curbstop or meter shutoff valve.

Every water service connection installed by the city shall be equipped with a curbstop or shutoff valve on the inlet side of the water meter. Such valve or curbstop is intended for the exclusive use by the city in controlling the water supply through the service connection pipe. If the curbstop or shutoff valve is damaged by the consumer's use to an extent requiring repair or replacement, such repair or replacement shall be at the consumer's expense. For ordinary usage, a consumer shall provide his own valves between the meter and the first half or branch of the consumer's service line.

(Code 1957, § 28.88)

Sec. 94-177. Shutoff valve installation.

A consumer of water shall install at his own expense a shutoff valve inside the property line at a location accessible to the city employees in the water division.

(Code 1957, § 28.89)

Sec. 94-178. Checkvalve required.

If the placing of a checkvalve on the property side of the city's water facilities or to the water meter of any consumer is necessary in the opinion of the water superintendent for the water system safety and protection or appliances thereof, such consumer shall be notified in writing by the water superintendent to have an approved checkvalve installed at his expense. If, after five days' written notice, such checkvalve has not been installed and working, the service shall be discontinued and the water shut off until such a checkvalve is installed and the city notified. Service shall be restored only upon payment of required administrative/reconnection charge. After such checkvalve is installed, the consumer shall be required to provide an annual or more frequent, if required by the director,

inspection of the checkvalve by a qualified inspector and provide the city with a certificate showing that the checkvalve is functioning properly.

(Code 1957, § 28.90)

Sec. 94-179. Backflow device.

Backflow devices shall be installed pursuant to division 2 of this article.

(Code 1957, § 28.91)

Sec. 94-180. Common service connection.

- (a) No service connection for water shall be made for the purpose of supplying through a common service two or more independent consumers occupying premises held under the same ownership unless the houses are on the same lot or the property is what is known as a court or apartment house, and then only provided the owner of such premises shall agree in writing to pay all charges for water served thereto.
- (b) No water shall be served for two or more parcels of property separately owned through a common service pipe unless there is no water main contiguous to the premises from which service may be had and, further, unless the consumer first in order of service from the water main shall in writing guarantee the payment of water rates and charges for all parcels of property so served and for the monthly minimum charge under this article.
- (c) Water served through a meter shall not be transported through pipes, conduits, or hoses across lot lines or property lines except as noted in this section.

(Code 1957, § 28.92)

Sec. 94-181. Vandalism to meters.

- (a) It shall be unlawful for any person, other than city employees and such persons who are authorized by the city, to connect or disconnect any water service from any building or premises in the city. It shall be unlawful for any person to in any manner tamper, meddle or interfere with any part of any water meter or service in the city. Any such vandalism to any city meter or other water division device or equipment may result in tampering fees and/or legal action.
- (b) After the water meter is so connected to the water service or service pipe, any damage to such meter resulting from vandalism, carelessness, or negligence of the consumer or any member of his family or anyone employed by him or any damage which may result from hot water or steam from a boiler or otherwise shall be paid for by such consumer to the city. If such bill is not paid, the water shall be shut off from the premises without further notice, and the water shall not be turned on until all charges are paid.

(Code 1957, § 28.93)

Sec. 94-182. Cutting off or interfering with meter.

It is unlawful for any person to interfere with or cut off or remove a water meter from any water service where it has been installed without first receiving written permission from the water superintendent or director. Such permission shall be granted only for the purpose of tests, replacements, repairs to the meter or service pipes, and readjustments of service of similar emergency.

(Code 1957, § 28.94)

Sec. 94-183. Reinstallation fee.

Water meters that have been out of service for six months or more shall be removed and a service charge made for reinstallation.

(Code 1957, § 28.95)

Sec. 94-184. Penalty for city's removal of meter.

When it becomes necessary, in order to protect the city's interest and prevent the unauthorized use of water, to remove the water meter from the premises, a further penalty shall be imposed and collected before service is continued, provided that such removal or discontinuance is made necessary because of a violation of or by the failure on the part of the user or owner to perform some act required of him by this Code.

(Code 1957, § 28.96)

Sec. 94-185. Meter testing.

Any water consumer may demand that the meter, through which water is being furnished, be examined and tested by the water division for the purpose of ascertaining whether or not it is registering correctly the amount of water which is being delivered through it. Such demand shall be made in writing to the water division and shall be accompanied by a deposit. Upon receipt of such demand it shall be the duty of the water division to cause the meter to be examined and tested. If on examination and test the meter shall be found to register over three percent more water than actually passes through it, another meter shall be substituted for it, and the deposit shall be repaid to the person making the application and the water bill for the current period adjusted in such a manner as the water superintendent may deem fair and just. If the meter is found to register not over three percent fast, the deposit shall be forfeited to the city and the water bill paid as rendered.

(Code 1957, § 28.97)

Sec. 94-186. Size of mains.

The minimum size of water mains to be installed by the city or by others under the direction of the city's water division shall be eight inches.

(Code 1957, § 28.100)

Sec. 94-187. Water main installation and extension generally.

The city council reserves the right and power to fix and establish rules for the installation and extension of water mains within the city. After such main or pipe has been installed and accepted by the city, it shall thereafter be the property of the city and shall be maintained by the city.

(Code 1957, § 28.101)

Sec. 94-188. Application for water main extension.

- (a) Any person requesting a water main extension by the city shall deposit with the city a sum fixed by the director equal to the estimated cost thereof plus the then-current city's overhead cost attributable to such work.
- (b) The city upon completion of such work shall deduct from such deposit the actual cost and overhead attributable thereto and reimburse any remaining balance to the person depositing the cost. If for any reason the deposit is not sufficient to pay the actual cost thereof, together with overhead attributable thereto, the person applying for such extension shall pay the excess forthwith on demand of the city, and until paid the city may refuse to supply water for such extension. Where any such extension will thereafter provide the means of supplying water to property other than that owned by the applicant, the cost of such extension shall be spread by the city engineer on a square-footage basis to all property that can be served therefrom. Any person thereafter connecting a meter on to such extension to serve water to any property not owned by the original applicant shall pay to the city, in addition to all meter and water charges, an extension charge equal to the property area in square-foot charge as spread by the city engineer, multiplied by the square footage of his property fronting on the street served by such extension, which sum so collected shall be reimbursed to the original depositor who originally paid for the extension, provided the right to reimburse accrues within ten years from the date extension was first completed.

(Code 1957, § 28.102)

Sec. 94-189. Service maintenance.

The service connection extending from the water main to the water meter shall be maintained by the city. All pipes and fixtures extending or lying beyond the meter shall be installed and maintained by the property owner.

(Code 1957, § 28.103)

Sec. 94-190. Use in boiler, hydraulic elevators, power pumps and similar apparatus.

It is unlawful for any person to draw any water from any city pipes or water mains directly into any stationary steam boiler, hydraulic elevator, power pump, or similar apparatus. If a consumer desires water from the city to be used in any stationary steam boiler, hydraulic elevator, power pump, or similar apparatus, the consumer shall first apply in writing to the city council. If a permit is granted by the city council, such consumer shall provide a tank or reservoir of such capacity as required by standard

practice. No such tank or reservoir shall be installed or used unless and until the plans and specifications have been examined and approved in writing by the director or water superintendent.

(Code 1957, § 28.104)

Sec. 94-191. Use of fire hydrants generally.

Fire hydrants are provided for the sole purpose of extinguishing fires and shall be opened and used only by the fire department or other city officials authorized to do so.

(Code 1957, § 28.110)

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 94-192. Fire hydrant size.

The minimum size of fire hydrants to be installed by the city or by others under the direction of the city's water division shall be six inches inlet with one- to 2½-inch and one- to four-inch outlets. Reference is made to the city's water construction standards.

(Code 1957, § 28.111)

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 94-193. Installation or connection of fire hydrant with main.

No fire hydrant shall be placed or installed or connected with the city's water mains by any person unless and until permission has been granted by the director or water superintendent.

(Code 1957, § 28.112)

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 94-194. Location of fire hydrants.

Fire hydrants shall be located on private property and public rights-of-way so that at all times the maximum length of hose required to reach from any combustible structure or material to the nearest hydrant shall be 150 feet in all zones except single-family residential, in which the maximum length shall be 300 feet. All hydrants, pipes and appurtenances on private property will be dedicated to the city along with easements providing access for necessary operation.

(Code 1957, § 28.113)

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 94-195. Fire hydrant opening responsibilities.

Every person authorized to open the fire hydrant shall replace the cap on the outlet, when the fire hydrant is not in use, and leave the hydrant in as good as condition as when found. Such officer or

person shall report to the water superintendent or director any leaks or breaks or damage to the fire hydrant immediately upon discovery.

(Code 1957, § 28.114)

Sec. 94-196. Use of fire hydrants.

All persons using water through fire hydrants or other hydrants owned or controlled by the city shall be required to obtain a permit to do so from the water division, which shall issue no such permit to any person who has violated any of the sections of this article or whose indebtedness to the water division for water used or damage to hydrants is delinquent.

(Code 1957, § 28.115)

Sec. 94-197. Construction work.

A contractor and any other person desiring to use water in construction work where connections must be made other than through a meter shall in each and every case make written application for and shall obtain a written permit for the water use from the water superintendent before connecting with any water main, standpipe, or using water therefrom and shall make the deposit required by the water superintendent sufficient in his opinion to cover the estimated cost of the water to be used. Such permit shall be exhibited upon the work for which it has been issued during the full time the water is being used pursuant to such permit.

(Code 1957, § 28.116)

Sec. 94-198. Fire hydrant wrench.

Every person authorized to open fire hydrants will be required to use an official fire hydrant wrench and to furnish a cutoff valve to regulate the flow of water beyond the fire hydrant and to replace the caps on the outlets when they are not in use. Failure to do so will be sufficient cause to prohibit further use of the hydrants and the refusal to grant subsequent permits for the use of fire hydrants.

(Code 1957, § 28.117)

Secs. 94-199—94-225. Reserved.

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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
Art Ziyalov, Information Technology System Administrator

Date: May 20, 2024

Subject: Consideration to Approve a Professional Services Agreement with NetXperts LLC for Information Technology Managed Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a two (2) year Professional Services Agreement with NetXperts LLC to begin July 1, 2024, with three (3) one-year extension options. (Attachment "A" – Contract No. 2240) to provide full-service Information Technology (IT) Managed Services for an amount not to exceed \$149,700 per year with a 3.5% annual escalator and up to 10% per year for additional work requested by the City; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On May 6, 2019, the City Council approved a five-year Professional Services Agreement with Saalex Solutions, Inc. (Contract No. 1915) to provide full-service Information Technology Management Services for an amount not-to-exceed \$115,200 per year with a 2.5% annual escalator and up to 10% per year for additional work requested by the City, set to expire June 30, 2024.
2. On July 27, 2020, the City received notice that Saalex Solutions Inc., would be changing their name to Valeo Networks to establish a more distinct and recognizable national brand.
3. On December 15, 2023, the City released a new Request for Proposals (RFP) for soliciting proposals for IT Managed Services for a two (2) year initial term to begin on July 1, 2024, with three (3) one-year extension options.

Consideration to Approve a Professional Services Agreement with NetXperts for Information Technology Management Services

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4. A mandatory IT job walk was conducted on January 18, 2024, and eight (8) firms submitted proposals by the extended due date on February 9, 2024.

ANALYSIS:

Information technology services are a critical component to creating an efficient and effective business environment. While the City has put an emphasis on modernizing its technology backbone and infrastructure in recent years, including the creation of the IT Systems Administrator position, much of its operations are contracted through a managed service provider (MSP). IT Managed Service Providers (MSPs) are companies that provide a range of IT services and support to businesses. These services include, but are not limited to, network management, cybersecurity, data backup and recovery, cloud computing, software as a service (SaaS) management, hardware maintenance, helpdesk support, and more.

Cities often utilize IT Managed Service Providers (MSPs) for several reasons:

1. *Cost Efficiency:* Outsourcing IT services to MSPs can be more cost-effective than maintaining an in-house IT department. MSPs often offer flexible pricing models and can scale services according to the City's changing needs, reducing overhead costs.
2. *Expertise:* MSPs specialize in IT services and employ professionals with expertise in various technologies. Cities may lack the resources or expertise to handle complex IT tasks in-house, so they rely on MSPs to provide specialized skills and knowledge.
3. *Access to Technology:* MSPs stay updated with the latest technology trends and advancements. By partnering with an MSP, cities can leverage cutting-edge technologies and innovative solutions without investing heavily in research and development.
4. *24/7 Support:* Many MSPs offer round-the-clock support, ensuring that critical IT systems remain operational at all times. This can be crucial for cities that need uninterrupted access to essential services and infrastructure.
5. *Focus on Core Functions:* Outsourcing IT functions allows City staff to focus on core administrative and governance tasks without being burdened by IT-related issues. MSPs handle routine maintenance, troubleshooting, and upgrades, freeing up internal resources for other priorities.
6. *Scalability:* MSPs can quickly adapt to changes in demand and scale IT services up or down as needed. This flexibility is especially valuable for cities experiencing growth or fluctuations in service requirements.

Consideration to Approve a Professional Services Agreement with NetXperts for Information Technology Management Services

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Overall, partnering with an IT MSP enables the City to streamline operations, improve efficiency, and stay competitive in an increasingly technology-driven world.

Proposal Analysis.

With the impending expiration of the current IT MSP contract, staff conducted a comprehensive process to ensure the City receives the best service at a competitive price.

The City received timely proposals from the following eight firms in response to the RFP:

<u>IT FIRM</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3 (OPTIONAL)</u>	<u>YEAR 4 (OPTIONAL)</u>	<u>YEAR 5 (OPTIONAL)</u>
Acorn Tech Services *	\$177,400	\$193,900	\$208,281	\$224,370	\$240,521
DiamondIT	\$302,400	\$302,400	\$302,400	\$302,400	\$302,400
Eaton & Associates	\$598,620	\$598,620	\$598,620	\$598,620	\$598,620
M-Theory Group *	\$141,744	\$141,744	\$141,744	\$141,744	\$141,744
NetXperts LLC *	\$149,700	\$154,940	\$160,362	\$165,975	\$171,784
TeamLogic IT	\$177,000	\$189,000	\$201,000	-----	-----
Tekwerks	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000
Valeo Networks	\$264,000	\$264,000	\$264,000	-----	-----

* *Finalists*

All proposals were reviewed by an Evaluation Panel (Panel) that consisted of the Director of Finance/City Treasurer, Personnel/Risk Manager, Assistant to the City Manager, and the IT Systems Administrator. After the initial review of all proposals, the Panel selected three firms to interview. Each of the selected finalists had significant ongoing municipal IT management services experience with the most suitable, efficient, and cost-effective tools to meet the City’s specifications:

1. Acorn Tech Services
2. NetXperts LLC
3. M-Theory Group

The oral interview focused on specific issues facing the City and how each firm would move the City technologically forward through innovative long-term planning solutions. Based on the responses included in the RFP, performance in oral interviews, and reference checks, the Panel is recommending that City Council award a contract to NetXperts to provide Information Technology Managed Services.

Consideration to Approve a Professional Services Agreement with NetXperts for Information Technology Management Services

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NetXperts Services Overview.

Throughout the evaluation and vetting process, NetXperts demonstrated a high level of professionalism and the ability to provide a high level of service at extremely competitive pricing.

NetXperts stands out by offering a blend of innovation, agility, and bespoke service. With more than 28 years of experience and successful partnerships with cities like West Hollywood, NetXperts possess a profound understanding of the unique challenges faced by municipalities and a commitment to providing cost-effective and strategically planned solutions, coupled with a track record of excellence in service delivery establishing the firm as an ideal transformative partner for the City.

NetXperts is committed to delivering an IT service model that is not only responsive to the City's current needs but also adaptable to future challenges. Their approach is centered around providing comprehensive, secure, and efficient IT management services, ensuring that the City's IT infrastructure is robust, reliable, and aligned with its long-term goals. They look forward to the opportunity to partner with the City and contribute to its success, by providing key services including, but not limited to:

- **IT Roadmap Development:** NetXperts service package includes comprehensive IT Roadmap Development at no additional cost. They understand the importance of strategic long-term planning and are committed to aligning IT initiatives with the City's growth and innovation goals.
- **IT Incident Response Plan Development:** NetXperts will assist the City with development of an IT Incident Response Plan as an integral service component service offering. NetXperts recognizes the critical nature of readiness and rapid response to IT incidents and provides this service within the proposed rates.
- **Financial System Migration:** NetXperts proposes to partner with specialized financial system migration firms that bring extensive experience with municipal and private sector projects. This collaborative approach ensures that the system migration is handled with the highest level of expertise and aligns with industry best practices.

BUDGET IMPACT:

The service agreement with NetXperts will begin July 1, 2024, at an initial cost of \$149,700. Additional funds may be used to engage NetXperts to provide additional project services and will allow additional flexibility to the City during the transition period. The Proposed Fiscal Year 2024-2025 Budget includes sufficient funding for Information Technology Management Services, pending City Council approval.

Consideration to Approve a Professional Services Agreement with NetXperts for Information Technology Management Services

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Subsequent funding over the remaining term of the agreement will be incorporated in the City's annual budget process.

CONCLUSION:

It is recommended that the City Council approve Contract No. 2240 for IT Managed Services with NetXperts and authorize the City Manager to make non-substantive changes and execute the Professional Services Agreement and all additional documents.

ATTACHMENT:

- A. Contract No. 2240, including:
 - Exhibit "A": Request for Proposals for Information Technology Managed Services
 - Exhibit "B": NetXperts – Proposal for Information Technology Managed Services
 - Exhibit "C": NetXperts – IT Managed Services: Q&A + Best and Final Offer



2024

PROFESSIONAL SERVICES AGREEMENT

(Parties: NetXperts LLC and City of San Fernando)
(Engagement: Information Technology Managed Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 20th day of May, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and NETXPERTS LLC (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires Information Technology Managed Services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of May 20, 2024, under Agenda Item No.4; and

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

I.

ENGAGEMENT TERMS

- 1.1 TERM: This Agreement shall have a term commencing on July 1, 2024 through June 30, 2026 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for three (3) one-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Information Technology Managed Services" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Proposal for Managed Information Technology Services" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2240

Information Technology Managed Services

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- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 **COMPENSATION:** CONSULTANT shall perform the Services in accordance with the "IT Managed Services: Q&A + Best and Final Offer" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed one hundred forty-nine thousand seven hundred dollars (\$149,700) per year with a 3.5% annual escalator and up to 10% per year for additional work requested by the City (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar

days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates City Manager and Director of Administrative Services (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Tim Femister to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of

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CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

- 2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel

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performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.8 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 **COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 **NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed

by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

- 2.12 SUSPENSION AND DEBARMENT: CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- E. Cyber Security: Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

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- 3.5 **WAIVER OF SUBROGATION**: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 **VERIFICATION OF COVERAGE**: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 **FAILURE TO MAINTAIN COVERAGE**: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 **SPECIAL RISKS OR CIRCUMSTANCES**: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.

INDEMNIFICATION

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

acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for

additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*

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

CONSULTANT:

NetXperts LLC
Attn: Tim Femister
1777 Botelho Dr., #102
Walnut Creek, CA 94596
Phone: 909-303-0569

CITY:

City of San Fernando
Administrative Services Department
Attn: Director of Administrative Services
117 Macniel Street
San Fernando, CA 91340
Phone: 818-898-7307

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee,

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- commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT 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 §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT 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 CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT 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 CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS’ FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys’ fees and all other costs of such action.

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- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the

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commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT’s sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

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:

NETXPERS LLC:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

INFORMATION TECHNOLOGY MANAGED SERVICES

In strict accordance with the Specifications on file in the office of the SAN FERNANDO FINANCE DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <https://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois/>

Electronic copies in PDF format of the proposal must be uploaded to the City's Secure File Sharing System (Dropbox) after attending the Mandatory Job Walk. The City's IT Systems Administrator will share the web link to the Dropbox folder with those firms who will be attending the **Mandatory Job Walk** which is scheduled on **Thursday, January 18, 2024 at 10:00AM**. The established **RFP Due Date** is **Thursday, February 1, 2024 by 5:30PM**. Any proposing firm may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made in writing via email or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

REQUEST FOR PROPOSALS



The Finance Department is requesting proposals for:

Information Technology Managed Services

The City of San Fernando is requesting Proposals from qualified Information Technology (IT) firms specializing in comprehensive managed services. IT Managed Services will support the City's operations at the seven sites: City Hall, Public Works Operations Center, Public Works Yard, Police Department, Recreation & Community Services, Las Palmas Park, and Pioneer Park.

RELEASE DATE: **Friday, December 15, 2023**

MANDATORY JOB WALK: **Thursday, January 18, 2024 at 10:00 AM**

RFP DUE DATE: **Thursday, February 1, 2024 by 5:30PM**

RFP OVERVIEW & TIMELINE	
RFP Title:	Information Technology Managed Services
Scope of Work:	See " <i>Scope of Work</i> " Section on Page 14
RFP Submittal Information:	Interested firms must: <ol style="list-style-type: none"> 1. Register Here to attend the Mandatory Job Walk. 2. The proposal upload portal/link will be provided to interested firms during the Mandatory Job Walk. 3. Proposal should be provided by Thursday, February 1, 2024 by 5:30 PM PST in PDF format. 4. Faxed or Printed Proposals are not required. Late Proposals will not be accepted.
RFP Due Date:	Thursday, February 1, 2024 by 5:30 PM PST
RFP Submittal Requirements:	Submitted Proposals must include the information described in the " <i>IT MANAGED SERVICES QUALIFICATIONS & REQUIREMENTS</i> " Section on Page 13-14 of this RFP. Submitted Proposals will be considered non-responsive if the Proposal does not provide all requested information.
Mandatory Job/Site Walk:	Thursday, January 18, 2024 at 10:00 AM PST Interested firms that want to submit a proposal, must register to attend the Mandatory Job Walk at: CLICK HERE TO REGISTER
City Contact:	Art Ziyalov IT Systems Administrator Office: (818) 898-1207 Email: AZiyalov@SFCity.org

The City of San Fernando is interested in contracting with an experienced professional firm to provide augmented full-service information technology management, including, but not limited to, network analysis and technical support, systems support, computer operations support, PC desktop technical support, software integration support, and IT policy and procedure development. The required services and performance conditions are described in the Scope of Work. The contracted firm will be working under the direction and supervision of the Director of Finance and the IT Systems Administrator.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 150 full-time employees and an additional 50 part-time and seasonal employees with a total Adopted Budget for fiscal year 2023-2024 of \$51.7 million, which includes a General Fund budget of \$26.2 million. The City seeks to provide outstanding public services to its citizens and local businesses with long-term fiscal stability in mind.

The City currently contracts with an IT Managed Services Provider (MSP) that provides most IT functions, including client help desk support, desktop support, system, network and security administration, software, hardware, network troubleshooting, database administration, and specific project development, implementation, and support. The current IT Managed Services Provider (MSP) works closely with the City's IT Systems Administrator to achieve maximum confidentiality, integrity, as well as availability of the City's data, resources, and information systems. The IT Managed Services Provider is currently managed by the Finance Department with close coordination between all user departments.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. As such, the City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide information technology management services, specifically in the areas of desktop technician support, network analysis and administration, software support, and computer operations. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective, and service-oriented manner.

B. Mandatory Job Walk

The City will host a one-time, pre-bid mandatory job walk to address all questions. The job walk is a required prerequisite for proposers. The job walk will take place at **10:00 am on January 18, 2024** at the City of San Fernando (117 Macneil Street, San Fernando, CA 91340) in the City Council Chambers. Parking is available across the street adjacent to the Police Department at **Civic Auditorium Lot 6N**.

To prepare for attendees, proposers may register: [HERE](#).

C. Submission of Proposals

All proposals shall be uploaded into the City's established Dropbox folder after attending the Mandatory Job Walk on **Thursday, January 18, 2024 at 10:00 AM PST**. The link to upload the proposals will be emailed to individual firms. **The prospective firm shall submit the proposal in PDF format.**

Proposals must be received no later than **5:30 PM on Thursday, February 1, 2024.** Proposals received after that time will not be considered.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Professional Services Agreement

It is anticipated that a standard form professional services agreement (Attachment "A") will be signed subsequent to City Council review and approval of the recommended firm. Please review the contract and submit any requested changes with your proposal.

The agreement will consist of a **two-year (2) initial term** to begin **July 1, 2024,** with **three (3) one-year** extension options.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

KICK-OFF MEETING & TRANSITION PLAN

After the Agreement is fully executed, the City will schedule a kick-off meeting.

The City is currently contracted with an IT MSP. The City's Municipal Code (Chapter 2, Article VI., Division 6, Section 2-778) requires formal competitive procedures to be initiated after the same vendor has been utilized for a period of five years.

In the event that the incumbent vendor is not selected through the competitive solicitation process, the City will ensure a transition plan is developed to include:

1. Access to all computer rooms and equipment.
2. Transition of passwords, vendor contact information, and other sensitive information.
3. How-To guides, training materials, and other resource materials.
4. Other information and necessary knowledge transfer to ensure the success of the awarded firm.

CURRENT INFORMATION TECHNOLOGY ENVIRONMENT

The City of San Fernando's Information Technology environment consists of seven (7) sites, thirty (30) servers, around two hundred (200) workstations, as well as a number of network and firewall appliances, and a mix of on-prem and cloud-hosted software applications. This section will cover the following:

1. Physical Network Layout.
2. Logical Network Layout.
3. Core Systems.
4. Servers and Network Applications.
5. Network Appliances.

6. Workstations.
7. Software and Desktop Applications.

1. Physical Network Layout

The City operates seven sites as listed below.

No.	Facility Description	Address
1	City Hall	117 Macneil Street
2	Public Works Operations Center	120 Macneil Street
3	Public Works Yard	501 First Street
4	San Fernando Police Department	910 First Street
5	Recreation & Community Services	208 Park Avenue
6	Las Palmas Park	505 S Huntington Street
7	Pioneer Park	828 Harding Avenue

NOTE: The City also has some network/communication infrastructure installed at the Regional Aquatics Facility/San Fernando Courthouse. However, these sites are operated by LA County and the City has no IT management responsibility at these sites.

The City's Core Network:

The City's core network infrastructure and servers are all housed in City Hall. The City's Core Network runs on Spectrum's Enterprise Dedicated 5Gbps Fiber Internet Access. The **San Fernando Police Department** and **Public Works Operations Center** connect to the City Hall core network via direct fiber.

Recreation & Community Services and Las Palmas Park Networks:

Both Recreation & Community Services and Las Palmas Park are using Spectrum's Business Cable Internet. Both sites connect to the City's Core Network via Site-to-Site VPN service.

Police Vehicles & MDTs/MCTs:

Our Police Department vehicles are equipped with Cradlepoint Cellular Modems that are configured in a private IP subnet that connects to the City's network over a private secure network.

At each site, all computers connect to the network over Ethernet. All cables are terminated at a central location and are connected to distribution switches.

2. Logical Network Layout

The City's network is based on the campus model – consisting of core, distribution, and access layers. It is segmented into multiple networks and VLANS, including:

- The management network contains the core and distribution switches, as well as various network appliances and network management tools.
- The Dell VRTX blade server and integrated SAN, handles all the traffic between the SAN and three (3) VMware server hosts with room for one (1) additional blade server.
- The City's network is made up of workstations, printers, copiers, and wireless access points, as well as VOIP phones that are installed at City Hall, Public Works Operations Center and the Police Department.
- The VOIP phones communicate on a segmented VLAN w/ QoS configuration applied.
- The Police network consists of stationary and mobile workstations (MDTs/MDCs) and network devices. It also handles secure connections to:
 - The Police Department's Virtual Patrol network, a City-Wide wireless mesh network that provides access to CCTV public safety cameras in multiple locations throughout the City.
 - The Los Angeles Sheriff's Data Network for access to secure law enforcement data hosted by LASD and the Department of Justice.
 - A cell-enabled private mobile network that allows Police vehicles to access network resources, as well as local/state/national law enforcement data.
- The Police Department includes a 911 Dispatch center that utilizes CAD Stations for City's network access.

The PD network also includes a segmented DMZ VLAN for access to web applications over the internet and an internal wireless network, as well as detective and investigation use. Additionally, select users can VPN into the network.

3. Core Systems

The core server is made up of a Dell VRTX and three Dell blade servers running VMware vSphere Standard 6.0 in a clustered configuration. This system runs most of the City's servers – approximately 30 virtual servers – and is managed through vCenter. This system utilizes High Availability and vMotion technologies, as well as a number of other features.

4. Servers and Network Applications

The City utilizes approximately 30 servers to meet its needs for network management, security, specialized applications, databases, messaging, and storage. These include:

- Active Directory/DNS Management
- Active Directory Federation Services for Police Department
- File Server
- Print Server
- Windows Software Updates Services
- Microsoft 365 Commercial
- Microsoft SQL Server 2005/2008/2012
- Microsoft IIS Server
- Apache Tomcat

- Edgesoft AIMS/LMS/SAIRA
- Omnigo CAD/RMS
- Axon Vehicle ALPR
- Axon Body worn cameras
- Tyler Eden Financials
- HdL Business License and False Alarm
- Progressive Cashiering
- Silicor Technologies WindowVision DVR Server
- OnSSI Ocularis
- Various Legacy Applications

For an expanded list of server and network applications in use by the City, see “*Software and Desktop Applications*” section below.

5. Network Appliances

A number of network appliances perform key functions on the City’s network (edge and core). These appliances include:

- Cisco Catalyst & Ubiquiti UniFi POE switches
- SonicWall Firewall
- Cisco Meraki Firewalls
- Cisco Meraki Wireless Access Points
- Ubiquiti Wireless Access Points
- Raritan Network KVM & PDU
- TrippLite/Eaton Uninterruptable Power Supplies

6. Workstations

The City has approximately 200 workstations across all sites. A breakdown is as follows:

- City Hall: 60 workstations
- Police Department: 60 workstations and 20 vehicle-mounted data terminals (MDTs/MDCs)
- Public Works Operations Center: 30 workstations
- Recreation & Community Services: 15 workstations
- Las Palmas Park: 15 workstations

7. Software and Desktop Applications

The City workstations utilize a standard software suite, as well as specialized applications. The majority of City’s systems are web-based and do not require any software installation. The base workstation has the following app configuration:

- Windows 10/11 Professional
- Microsoft Office 2016 / Microsoft 365 Apps

- Adobe Acrobat Reader
- Google Earth Pro

In addition to the standard software suite, individual departments utilize specialized software/hardware:

- **Enterprise-wide:**
 - Adobe Acrobat Pro DC – Enterprise Subscription
- **Finance Department:**
 - Tyler Technologies - Eden ERP
 - HdL Business License, HdL False Alarm
 - Progressive Cashiering software
 - Timeclock (TCP Software) – Hardware & Web Access
- **City Clerk:**
 - AIMS/SAIRA by Edgesoft for document management
- **Public Works and Community Development:**
 - AIMS by Edgesoft for land management, as well as a Map guide server
- **Community Development:**
 - Bluebeam Revu
 - ESRI ArcGIS Online
- **Public Works:**
 - Autodesk AutoCAD
 - ESRI ArcGIS Online
 - GoGov for 311 Services
 - Web-based vehicle part inventory system
 - Water SCADA / Stormwater Infiltration System SCADA
- **Police Department:**
 - Omnigo CAD/RMS for dispatch, records management, and patrol
 - AXON Automated License Plate Reader in the police vehicles
 - AXON Body worn cameras
 - Dispatch utilizes AT&T Vesta 911
 - OnSSI's Ocularis CCTV monitoring software and NVR is used to monitor cameras on the Virtual Patrol Network.
 - Motorola NICE Health Manager
 - Other Applications

CURRENT AND UPCOMING PROJECTS AND WORKPLAN ITEMS

The following list is broken down into specific departments. These include current/ongoing and upcoming projects, as we have identified to include IT involvement, guidance, expertise, and/or oversight. These are high-level projects known to the IT division and are current as of December 2023.

City-Wide:

- 1) Microsoft 365 Commercial to Government GCC tenant migration with G3 or G5 licensing.
- 2) Enable M365 tenant-wide Multi-Factor Authentication (MFA).
- 3) Implement City's own IT Service Management / IT Asset Management System.
- 4) Implement City's own KnowBe4 Security Awareness Training System.
- 5) City's website migration to Granicus CMS.
- 6) Senate Bill 1637 implementation to migrate City's .ORG domain to .GOV through CISA.
- 7) Evaluate options for replacing Projectors in various Conference Rooms with Smartboard TVs.
- 8) Evaluate options for building redundancy for City's server infrastructure.
- 9) Evaluate options for upgrading the City's Wireless infrastructure.

Finance/IT:

- 1) Implement a new cloud Utility Billing system with integration into Tyler Eden ERP.
- 2) Domain Redesign & Azure/Entra ID Implementation.
- 3) Leverage Microsoft Intune for mobile device management, BYOD onboarding and governance.
- 4) Core Server/Storage Refresh.
- 5) VMWare Infrastructure Upgrade.
- 6) Network Infrastructure refresh at City Hall, Public Works Operations Center, and Police Department.
- 7) Leverage resources and services available to our City at CIS, MS-ISAC, CalOES.
- 8) Explore Cybersecurity Grant Funding opportunities.
- 9) Explore options to consolidate City's mobile devices across various carriers (AT&T, Verizon, T-Mobile) to a single carrier.
- 10) Explore options to replace existing Financial ERP system.
- 11) Evaluate a new backup and disaster recovery solution to replace the existing solution.
- 12) Explore options to implement the Microsoft Enterprise Agreement.
- 13) Explore options to replace/upgrade City's UPS system across all sites.

Administration:

- 1) Website migration from Wordpress to Granicus CMS
- 2) Streamline Employee Onboarding/Offboarding Processes with IT, HR and Payroll

City Clerk:

- 1) Pilot document digitization services through a FY 23-24 funding allocation, as well as identify scanning vendor.
- 2) Engage with Western Audio Visual for Council Chambers Audio/Video Equipment support/maintenance.
- 3) Evaluate options for migrating from Edgesoft's AIMS/SAIRA document management systems to potential vendors such as: Laserfiche, OpenText, Hyland, or others.

Community Development:

- 1) Symbium SolarApp permitting integration into Edgesoft's AIMS system.
- 2) Explore options for replacing the City's existing permitting system (e.g. Tyler EnerGov, OpenGov, etc..).
- 3) Integrate a public Kiosk for self-service of online permit access, as well as self-service solar permitting.

Police Department:

- 1) Upgrade the Police Department's Access Control System.
- 2) Deploy Flock Safety Cameras (Vendor-managed).
- 3) Implement a Police Resource Scheduling System.
- 4) Implement E-Cite Writing Solution.
- 5) Dispatch Non-Emergency/Allied Agency Phone Line Enhancements.
- 6) Enhance IT systems at the Emergency Operations Center (EOC).
- 7) Deploy additional Wireless Access Points at PD.
- 8) Explore software enhancements to CAD/RMS and other Public Safety applications.

Public Works:

- 1) Streamline PW Field technology for efficient work order processing of all Field Staff.
- 2) Enhance PW Vehicle Shop's IT technology for better vehicle part inventory management.
- 3) Explore options to enhance City's Water SCADA system technology.
- 4) Explore options to enhance the GoGov CRM/311 SaaS system.
- 5) Explore options to include CNG SCADA system redundancy/fail-over.

Recreation & Community Services:

- 1) Server Room Overhaul, which includes relocating existing ethernet cables at the distribution point, installing net new server rack with high-end equipment, and potentially replacing all 6 CCTV Cameras at the RCS site.
- 2) VOIP phone system migration.
- 3) Explore technology enhancements based on business need.

IT MANAGED SERVICES QUALIFICATIONS AND REQUIREMENTS

Qualifications & Requirements:

- The selected Firm shall ensure that all technicians working on the City's computer hardware, software, and networking systems shall have certification levels appropriate to the level of servicing required to properly install, maintain, operate, repair, and replace the hardware, software and networking systems for the City.
- The selected Firm shall demonstrate all technicians working on its behalf have cleared background checks including livescan for potential access to sensitive and confidential data, and CJIS/CLETS security requirements.
- The City requires proposals submitted by primary firms only. The prime firm will have completed and exclusive responsibility for satisfying all City conditions and requirements at all times during the life of the agreement. Any subcontractors mentioned in the RFP and/or used in the implementation of the Agreement will have no formal relationship with the City.
- All proposed subcontractors must be identified by name with a description of the work they will provide. Any subcontractors change proposed after the submittal date can only be made with prior approval of the City.
- Prime firm must be responsible for at least half the annual value of the proposed work consistent with the scope of work as noted in the proposal.
- Prime firm must have experience in providing similar work in at least two similar organizations.
- Close cooperation and productive working relationships between all parties are essential to the City. If there are irresolvable difficulties in the relationships between parties that impact service delivery to the City, either or both parties' contract will be terminated.

Additional Preferred Qualifications & Requirements:

- One on-site IT Technician.
- Any and all technicians that will have any level of access to the City's network, servers, and client devices will need to be subjected to live scan fingerprinting for clearance, per CJIS compliance requirements.
- Multi-industry compliance experience preferred (CJIS, PCI, SOX, CA PUBLIC RECORDS ACT, etc.).
- Multi-industry certifications (A+, Network+ Cisco Related, Microsoft Related, ITIL, VMware, PMP, CISSP, etc...).
- Strong understanding of Local Government/Municipal Compliance, Requirements, and Senate Bills impacting IT Systems, Access to Public Records, and Data Retention.
- Strong background in Public Safety Systems (CAD/RMS/Dispatch/MDT/MDC and Other related public safety systems).
- Strong understanding of IT Service Management (ITSM) with emphasis on the ITIL framework.
- Strong understanding of Cybersecurity Frameworks (NIST, CIS, MITRE ATT&CK, and others).
- Strong Networking Experience, including but not limited to:

- Layer 2 and Layer 3 Network Infrastructure, Gateways/Firewalls, Cisco Meraki, Fortinet, Ubiquiti Unifi, Juniper, Palo Alto, Wireless Access Points.
- Server Hardware Experience, including but not limited to:
 - Installing, repairing, troubleshooting, administering, and maintaining server systems (Physical and Virtual/VMWare).
 - Hyperconverged Infrastructure (HCI).
 - Traditional Host/SAN/Switch Infrastructure.
- Backup/Disaster Recovery Infrastructure Experience:
 - Veeam/Rubrik and other Similar Solutions.
- Software Experience, including but not limited to:
 - Microsoft Operating Systems (Server and Client).
 - Microsoft Office Suite (Standalone and Microsoft 365).
 - Microsoft 365 Tenant Administration.
 - Domain Controllers/Active Directory/Azure/Microsoft Entra/Federation Services/Group Policy Management.
 - SSL Certificate Management for Public Safety Multi-Agency authentication/authorization.
 - Multi-factor authentication (MFA) deployment management (M365 and Cisco Duo).
 - Microsoft SCCM/Microsoft Intune/Endpoint/Mobile Device Management.
 - Adobe Acrobat Enterprise Licensing Management.
- Other preferred qualifications:
 - Knowledge of Incident Response Planning and Management.
 - Knowledge of Backup Infrastructure & Disaster Recovery Planning and Management.
 - Knowledge of Emergency Operations Center and Emergency Management.

SCOPE OF WORK

A. CITY TO PROVIDE

1. The City will provide training in regard to the City's office, procurement, policies, and behavior standards.
2. The City is responsible for purchasing new equipment and planned replacements and upgrades.
3. The City's IT Systems Administrator will provide direction and guidance as needed or required, for situations requiring escalation, purchasing, interruption, system/network security-related issues, and other issues.
4. The City's IT Systems Administrator will provide necessary access for the Firm to various City Systems as deemed necessary for proper service delivery.

B. FIRM TO PROVIDE

1. The Firm shall provide adequate backup staffing resources to address major and immediate problems, staffing irregularities, and planned significant upgrades.
2. The Firm shall have advanced-level technical resources, or consultants, available to guide and support the on-site technicians and relevant City staff when complex and significant problems arise.

C. MINIMUM PERFORMANCE EXPECTATIONS

The Firm is expected to:

1. Provide timely, professional and effective services.
2. Work harmoniously with City staff and other city contractors.
3. Conduct regular status updates, performance, and information meetings with the Director of Finance and the City's IT Systems Administrator.
4. Provide regular and timely reports on outstanding issues, work accomplished, and general network health.
5. Make recommendations on improving City processes and procedures to adhere to best practices and achieve compliance.
6. Enforce all City policies relating to the use of information technology resources.

Desktop Support

Desktop Support Technicians are expected to resolve Client/caller generated trouble calls in a professional and efficient manner. Additionally, they will work on special project/task assignments as necessary: to setup and configure new PCs; to maintain current version levels of desktop software; to install, upgrade or troubleshoot software; to conduct hardware and software inventories; to do minor hardware installations and modifications on existing PCs and other related tasks.

1. Desktop Support Technicians will provide desktop support for all problems and project calls to diagnose, upgrade, install, fix, adjust, and general problem resolution during the hours of 7:30 am to 5:30 pm, Monday through Friday.
2. Desktop Support Technicians will respond (call acknowledging assignment of call) to Client/caller, resolution/diagnosis according to prioritization.
3. Desktop Support Technician will make appointment with Client/caller to address the Client/caller support needs at a mutually agreed upon time.

4. Desktop Support Technician will call Client/Caller if the appointment cannot be kept or will be delayed.
5. Client/Caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, by the end of the activity service day.
6. Desktop Support Technicians will give Client the opportunity to test the system while they are present once the problem is resolved if at all possible. For long-term problems, the Client is to be notified weekly of progress until resolved/closed.
7. Desktop Support Technicians will document all actions taken on each call into the tracking system before they leave for the day, on the day that the activity took place whether the call is complete or not.
8. The Firm's staff is expected to provide their own transportation between City sites during their support activities.

Information Technology System Operations

The City's servers are expected to function 24 hours per day with very minimal unplanned service interruptions occurring between 7:30 am and 5:30 pm. Execution of scheduled maintenance and processes include:

1. Review of all process logs for normal execution and performance.
2. Preparation of reports and outputs for distribution on next regular work day.
3. Review of security logs and for unusual activity.
4. Performing backups, backup rotations and restores of all systems, servers, network equipment.
5. Maintaining filing, organizing, storing, status reporting on all operation and network activity records and reports.
6. Monitoring and reporting status of servers (disk allocations, etc.).
7. Monitoring and reporting on status of network.
8. Logging activity event entries into Operations Activity Log.

Additional computer operations duties include:

1. Cleaning and organizing Computer Room.
2. Checking on versions of software that require updates.
3. Maintaining process and operational documentation for Operations and Network Groups.
4. Maintaining inventory of supplies.
5. Keeping and maintaining records on hardware assets: PCs, Servers, Network equipment, etc., including acquisition date, warranty date, maintenance agreement location, maintenance and repair contact number.
6. Keeping and maintaining records on software assets: PCs, Servers, Databases, Applications, OS, etc., including acquisition date, warranty date, maintenance agreement location, maintenance and repair contact number.
7. Preparing and maintaining a Disruption Plan.
8. Maintaining a list of IT assets ready for disposition/E-Waste.

Network and Systems Support

The Network and Systems Support function is expected to provide all the necessary network and system technical expertise to the City to have its systems and network operate efficiently and effectively. Network and Systems staff hours are normally 7:30 am to 5:30 pm, Monday through Friday. However, they are expected to work after hours and weekends as necessary to resolve problems, install updates, and perform testing so as not to impact normal production activities of the City. The Network and Systems Support activities are expected to be the standard activities for a similar-sized City IT operation. They are generally described as follows:

1. Network is defined to include all City switches, hubs, routers, gateways, bridges, repeaters, firewalls, wireless access points, servers, etc.
2. Maintenance and installation of network cabling outside of the computer room is NOT part of this proposal. Separate proposals will be solicited for network cable installation services.
3. Network and network device performance monitoring, diagnostics, and tuning.
4. Network and network device configuration and version updates to keep within two versions of current.
5. Network and network device configuration management and record keeping.
6. Network, network device and server capacity monitoring and planning.

7. Network, network device and systems security administration and record keeping consistent with City policies.
8. Firewall monitoring for intrusion attempts, attacks, viruses, etc.
9. Firewall configuration and version updates.
10. Server OS configuration and version updates to keep within two versions of current.
11. Network intrusion and Virus software management (keeping current updates and versions).
12. Coordination and cooperation with other City service providers.

Communication and Analysis

The Firm is expected to have an effective communication rapport with the City, providing valuable, accurate information in a timely manner. Proficient writing skills are essential, and firm's analysis should be thorough. Project and regular Status updates will be discussed via regular meetings. The firm should be able to provide performance reports, metrics, as well as updates as needed.

INFORMATION TO BE SUBMITTED

Prospective Firms must submit one proposal in PDF format to include the following:

- **Section 1 – Proposal Summary:**

This Chapter shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them. Limit this Chapter to a total of up to **three pages** including the separate sheet with contact personnel.

- **Section 2 – Profile of the Proposing Firm(s):**

This Chapter shall include a brief description of the Firm's size as well as the proposed local organizational structure. Specifically, the City is interested in the potential for a long-term service relationship that would include financial stability. Include a discussion on the Firm's financial stability, capacity, and resources. If applicable, include all other firms participating in this Proposal, including similar information about the firm/subcontractors.

Additionally, this section shall include a listing of any lawsuit and/or subcontractors litigation and the result of that action resulting from (a) any public project undertaken by the Firm or by its subcontractors where litigation is still pending or has occurred within the last five years or

(b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

- **Section 3 – Qualifications of the Firm:**

This Chapter shall include a brief description of the Firm's and sub-contractor's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) and private sector (maximum of two) that includes a summary of the work performed, the total project cost, the percentage of work the Firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

- **Section 4 – Work Plan:**

In this Chapter, present a well-conceived service plan. This section of the proposal shall establish that the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for the transition to full operation. Describe related service experience by both the Firm and any subcontractors in similar work. Please describe the role, and extent of services (number of people used or saved, engagement duration, and contract value). Provide standard written operating procedures that cover the normal industry standard activities for Desktop Technicians, Network Administration and Security, Computer Operations and any other activities proposed by the Firm.

- **Section 5 – Project Staffing:**

In this Chapter, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project, and their qualifications. An organizational chart for the project team and resumes for key Firm's personnel shall be included. Key Firm personnel will be an important factor considered by the Review Team or Committee. **There can be no change of key personnel once the proposal is submitted, without prior approval of the City.**

- **Section 6 – Proposed Innovations:**

The Firm may also suggest technical or procedural innovations that have been used successfully on other engagements and that may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City's assessment of the Proposal. Focus primarily on cost-saving or efficiency-enhancing innovations.

- **Section 7 – Proposal Costs Sheet and Rates:**

In this Chapter include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for extra after-hours services or any other services that are considered optional additions.

- **Section 8 – Acceptance or Exceptions to Professional Services Agreement**

In this chapter include a statement accepting the City’s Professional Services Agreement (PSA) as drafted in Attachment A or denote any exceptions to the PSA that should be taken under consideration by the Evaluation Team.

RFP TIMELINE

Milestone	Date
RFP Issued	Friday, December 15, 2023
Mandatory Job/Site Walk Registration:	Interested firms that want to submit a proposal, must register to attend the Mandatory Job Walk: CLICK HERE
Mandatory Job/Site Walk:	Thursday, January 18, 2024 at 10:00 AM PST
Proposal Upload Link Provided:	At the time of the Mandatory Job/Site Walk
RFP Due Date:	Thursday, February 1, 2024 by 5:30 PM PST
Consultant Interviews (Zoom or Microsoft Teams)*	March 18, 2024
City Council Award of Contract**	April 1, 2024
Kick-Off Meeting & Introduction to Staff***	On or before July 1, 2024
Start of Services	July 1, 2024

* Not all Consultants who submit a Proposal will be invited to an Interview.

** Consultants that submit a Proposal but are not awarded a contract will be notified after the City Council Award of Contract.

*** If the award is given to the City’s current IT firm, a kick-off meeting will not be required. Kick-off meeting will be held only with the newly awarded IT firm.

METHOD OF SELECTION AND NOTICES

A review team will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipal agencies.
- Cost effectiveness.
- Quality of proposed staff.

Attachment "A" (Professional Services Agreement) is included on the next page.



20XX

PROFESSIONAL SERVICES AGREEMENT

(Engagement: **INSERT ENGAGEMENT FOR ON-CALL SERVICES**)
(Parties: **INSERT CONSULTANT NAME** and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 20XX (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and **INSERT CONSULTANT NAME** (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires **INSERT THE KIND OF ON-CALL SERVICES REQUIRED**; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

[INSERT ADDITIONAL RECITALS AS WARRANTED]

WHEREAS, [insert approval authority for this Agreement by the City Manager pursuant to a specific provision of the San Fernando Municipal Code, OR that the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____, 20XX, under Agenda Item No. _____].

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

I.
ENGAGEMENT TERMS

1.1 **TERM:** This Agreement shall have a term commencing from the Effective Date through **INSERT COMPLETION DATE** (hereinafter, the "Term"). **OR: This Agreement shall have a term of [NUMBER] (DIGIT) years, (hereinafter, the "Term"), commencing from the Effective Date.** Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. **OPTIONAL TERM EXTENSION LANGUAGE: The Term may be extended for XX one-year periods at the option of the CITY, provided that CITY provides**

CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "**INSERT TITLE OF CITY REQUEST FOR PROPOSAL**" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "**INSERT TITLE OF CONSULTANT PROPOSAL**" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and "**B**" respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

[ALTERNATIVELY]

IF NO RFP ISSUED: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "**INSERT TITLE OF PROPOSAL**" dated **INSERT DATE OF PROPOSAL** (hereinafter, the "CONSULTANT Proposal") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services."

1.3 PROSECUTION OF SERVICES:

A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall

anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 **COMPENSATION:** CONSULTANT shall perform the Services in accordance with the "**INSERT TITLE OF COMPENSATION DOCUMENT**" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)**

(hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. [NOTE: Not-to-Exceed Sum maybe defined as Annual, Fiscal Year or Aggregate, depending on the Term(s) involved.] In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates **INSERT CITY**

- REPRESENTATIVE** (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates **INSERT CONSULTANT REPRESENTATIVE** to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges, and agrees to the following:
- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and

regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

- 2.5 **ASSIGNMENT:** The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any

attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 **IF RELEVANT** SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: **INSERT NAME(S) AND TITLE(S)**.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the

adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.

- 2.9 **COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 **NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.
- 2.12 **[IF RELEVANT] SUSPENSION AND DEBARMENT:** CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

[NOTE TO STAFF: For any contracts paid for with federal funds or any other special funds please consult with the City's contract compliance officer and/or the City attorney to identify any additional specialized compliance provisions required by the funding source.]

III.

INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
 - E. [IF RELEVANT] Cyber Security: *Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and*

misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if**

- requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 The insurance coverage requirement set forth under this Article 3 are in addition to any coverage requirements set forth under Section **INSERT SECTION** (Insurance Coverages) of the **CITY RFP [IF APPLICABLE]**.
- 3.8 **FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.9 **SPECIAL RISKS OR CIRCUMSTANCES:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.

INDEMNIFICATION

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees,

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

[ALTERNATIVELY]

[ONLY USE IF FOR DESIGN PROFESSIONALS: DELETE HIGHLIGHTED]

SECTIONS BELOW IF NOT FOR DESIGN PROFESSIONALS] WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.

CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with

applicable workers' compensation laws.

The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

The duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen

(15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar

days from the end of the initial 14-day cure period.

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports,

analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*

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

CONSULTANT:
[INSERT CONSULTANT NAME]
[INSERT ADDRESS]
Attn: CONTACT PERSON
Phone: INSERT PHONE

CITY:
City of San Fernando
[CITY DEPARTMENT]
[CITY ADDRESS]
Phone: [CITY PHONE NUMBER]
Attn: [DEPARTMENT DIRECTOR]

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one

another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 CONFLICTS OF INTEREST:
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
 - B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
 - C. CONSULTANT 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 §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT 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 CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT 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 CONSULTANT will not be entitled to any

- compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SAN FERNANDO:

CONSULTANT NAME:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

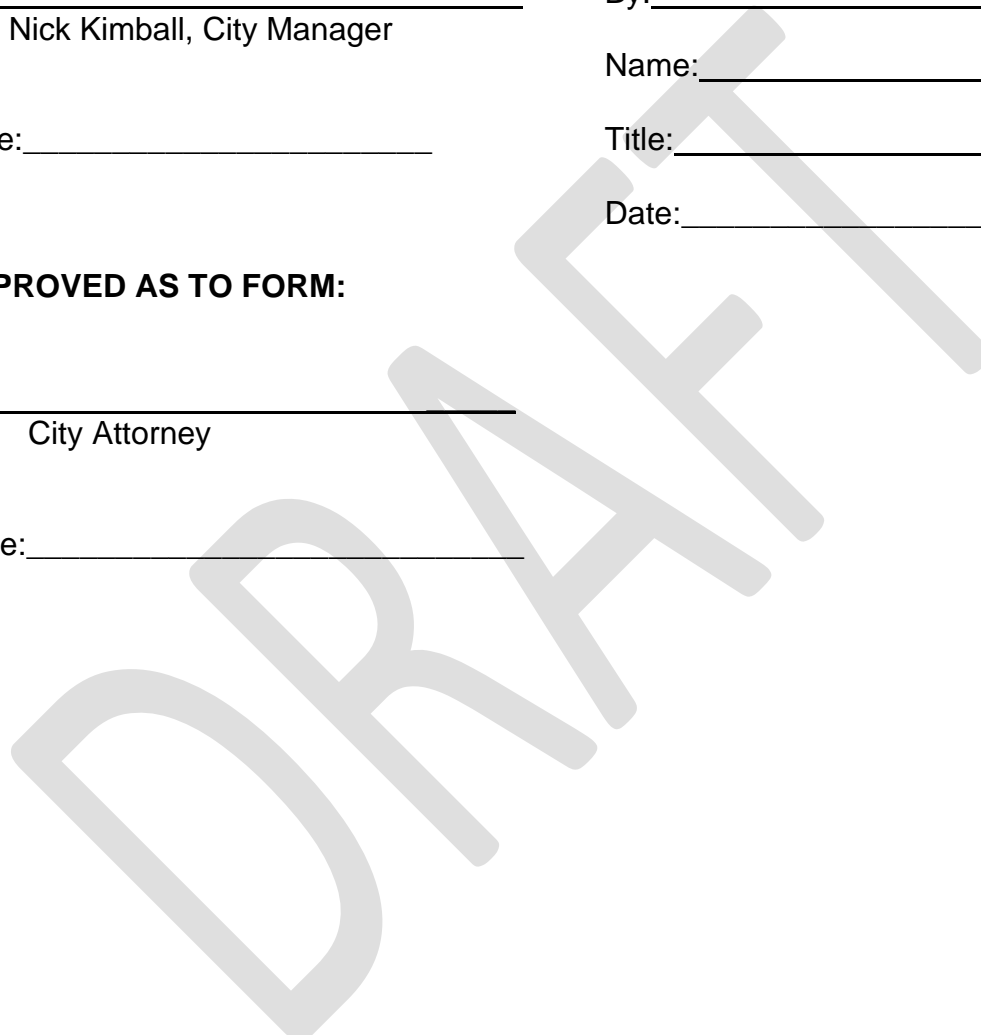
Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____





CITY OF SAN FERNANDO

February 9, 2024

PRESENTED BY:

Jen Kniland
Account Director
NetXperts LLC
(925) 895-3358
jkniland@netxperts.com
www.netxperts.com

Information Technology Managed
Services

Walnut Creek | Ontario | 925.806.0800 | sales@netxperts.com
Our Mission: Bridging Digital Gaps



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Cover Letter

February 9th, 2024

Art Ziyalov
City of San Fernando
117 MacNeil Street
San Fernando, CA 91340

Re: Proposal for Managed Information Technology Services

Art,

NetXperts is excited to present our proposal for the Managed Information Technology Services for the City of San Fernando. With our 28 years of specialized experience in network engineering, security, and integration solutions, we are uniquely positioned to address the specific IT challenges and needs of the City. Our proposal is crafted in response to the detailed requirements outlined in your RFP. We understand the City's commitment to delivering outstanding public services and the critical role that efficient IT management plays in achieving this goal. NetXperts is ready to bring our expertise and innovative solutions to the City of San Fernando, ensuring a robust, secure, and forward-thinking IT environment.

Key Proposal Highlights:

- **Comprehensive IT Management:** Our approach includes a thorough validation of the current IT inventory, the establishment of an effective IT governance system, and the standardization of hardware and software systems to optimize performance and security.
- **Customized Solutions:** We will address specific requirements such as enhancing site-to-site connectivity, conducting PCI compliance audits, and setting up an Emergency Operations Center (EOC), aligning with the City's unique public safety, communication, and operational needs.
- **Strategic Partnership:** NetXperts aims to seamlessly integrate with the City's staff, offering strategic insights, proactive solutions, and dedicated support to ensure the success of the IT initiatives.



- **Training and Empowerment:** Recognizing the importance of empowering the City's staff, we will implement comprehensive training programs on new applications and systems, fostering a culture of self-sufficiency and continual learning.

We have received Addendum No 1, and No 2, and have thoroughly reviewed and agree to the terms of the Professional Services Agreement outlined in the RFP, with no exceptions. Our team is prepared to undertake all specified tasks and contribute significantly to the City's mission of providing exemplary services to its residents and local businesses.

We are enthusiastic about the opportunity to discuss our proposal in more detail and are available for any clarifications or further discussions as needed. Thank you for considering NetXperts as your strategic IT partner. We are committed to contributing to the City of San Fernando's ongoing success and growth.

Warm Regards,

Tim Femister

Tim Femister

CEO, NetXperts

(909) 303-0569

tfemister@netxperts.com



Section 1 – Proposal Summary

NetXperts is honored to present this proposal for IT management services for the City of San Fernando. Our proposal is tailored to meet the City's specific needs, aligning with its goals of achieving efficient, secure, and innovative IT solutions across all departments.

Key Aspects of Our Proposal:

- **Full-Service IT Management:** In response to the City's requirement for a full-service MSP, NetXperts proposes an all-encompassing approach. This includes managing network infrastructure, servers, clients, workstations, and software applications, ensuring a holistic and integrated IT ecosystem.
- **Network Infrastructure Consolidation:** Recognizing the City's intention to streamline its L2/L3 network infrastructure, we propose a unified and secure solution that simplifies management and enhances security across all core locations, including City Hall, the Police Department, and the Public Works Operations Center.
- **Expertise in Security and Disaster Recovery:** Aligned with the City's emphasis on security, NetXperts will focus on developing robust disaster recovery (DR) and incident response (IR) plans. Our proposal includes creating governance policies around cybersecurity to align with best practices and the standards of local government agencies.
- **Collaborative Project Management:** We will adopt a co-managed approach, ensuring that our operations are seamlessly integrated with the oversight provided by the City's IT Systems Administrator. This collaboration will facilitate effective project management and alignment with the City's internal processes.
- **Effective Communication and Reporting:** NetXperts is committed to maintaining transparent communication with regular updates, detailed reporting, and metrics to measure service delivery, adhering to the City's requirements for clear and effective reporting mechanisms.
- **Addressing Technical Gaps:** In response to the City's feedback on current gaps, our proposal includes enhancements to the MSP ticketing and RMM/asset management systems, ensuring comprehensive oversight and management of the City's IT assets.
- **Budget-Conscious Solutions:** Understanding the City's budget considerations, our proposal is designed to deliver high-quality services that are cost-effective and within the fiscal parameters set by the City.
- **After-Hours Support and Additional Services:** NetXperts will provide reliable after-hours support and additional services such as IT audits, assessments, and policy development, tailored to meet the City's operational needs and schedule.

Distinguishing Features:

- Dedicated on-site IT technicians with extensive experience in municipal IT environments.
- Strong focus on training and skill enhancement to keep pace with evolving IT trends.
- Proven track record in similar-sized cities, ensuring reliability and expertise.



- Comprehensive after-hours and weekend support for critical IT operations.

Contact Personnel: Please reference page 16 for the dedicated personnel for the City of San Fernando.

NetXperts is committed to delivering an IT service model that is not only responsive to the City of San Fernando's current needs but also adaptable to its future challenges. Our approach is centered around providing comprehensive, secure, and efficient IT management services, ensuring that the City's IT infrastructure is robust, reliable, and aligned with its long-term goals. We look forward to the opportunity to partner with the City and contribute to its success.



Section 2 – NetXperts Profile

Firm Overview and Local Organizational Structure:

NetXperts, with over 28 years of experience as a Managed Service Provider (MSP), specializes in network engineering, security, and integration solutions. Headquartered in Walnut Creek, with an office in Ontario, California, we are strategically positioned to serve the City of San Fernando from our Ontario office, 2131 S Grove Ave (less than an hour from San Fernando). Our firm employs over forty seasoned professionals and around 80% of our team is comprised of technical professionals.

Financial Stability, Capacity, and Resources:

NetXperts stands on a foundation of financial stability, with no history of litigation or legal settlements in our 28 years of operation. This reflects our commitment to integrity and client trust. Our robust financial health enables us to effectively manage large-scale projects and respond swiftly to evolving IT needs. Our resource pool, inclusive of top-tier technology and a team of highly skilled professionals, empowers us to deliver outstanding services.

Subcontractors and Partnerships:

While NetXperts is capable of independently handling a wide array of IT services, we partner with leading technology firms for specialized needs. Notably, as a Cisco Gold Certified Partner, we offer competitive-priced solutions. Our partnerships enhance our service offerings, ensuring that we can meet the diverse needs of the City of San Fernando. However, as of now, no subcontractors are part of this proposal.

Legal Standing and History:

NetXperts maintains a strong legal and ethical standing, with no history of claims, lawsuits, or legal settlements in the past, nor any pending legal issues. This unblemished record underscores our commitment to professional integrity and the trust we uphold with our clients.

Experience and Capacity for City of San Fernando's Projects:

Our extensive experience with clients like the City of West Hollywood, SFO, Eastern Municipal Water District, and the Salesforce Transit Center, demonstrates our capacity to manage complex IT ecosystems. These case studies showcase our ability to deliver tailored IT solutions, aligning with the specific needs and objectives of clients like the City of San Fernando.

Commitment to the City of San Fernando:

NetXperts is dedicated to delivering high-quality, customized IT solutions to meet the specific needs of the City of San Fernando. Our team's depth of experience, combined with our strong track record of client satisfaction and adaptability to technological advancements, positions us ideally to be your partner in IT excellence. We've provided case studies from our work with entities like City of West Hollywood and SFO, illustrating our ability to handle complex IT ecosystems and demonstrating our capacity for delivering on



the City's project objectives. NetXperts is committed to delivering high-quality, tailored IT solutions to meet the specific needs of the City of San Fernando. Our team's depth of experience, combined with our strong track record of client satisfaction and adaptability to technology.





Section 3 – NetXperts Qualifications

NetXperts, a leader in delivering network engineering, security, and integration solutions, has established a formidable track record over its 28-year history. Specializing in serving city, county, and municipal entities, our expertise is reflected in numerous successful projects that demonstrate our ability to manage complex IT systems effectively. Our approach, deeply rooted in innovation and a commitment to excellence, has consistently yielded high-quality solutions at City of West Hollywood, City & County of San Francisco, County of Solano, City of Fremont, City of Palmdale, City of Concord, City of Fullerton.

Pertinent Project Experience with Public Municipalities:

City of West Hollywood	
Scope of Work	IT Managed Services; Wireless and Network Infrastructure
Project Period	Since 2018
Project Size	Over \$1 million
Responsibilities	Monitoring and management, including Senior-level escalations, for network and wireless infrastructure
Contact	Deryck Santos, dsantos@weho.org , (323) 848-6477
Adherence To Schedule and Budget	Successfully delivered within the agreed timeline and budget, exemplifying our commitment to efficiency and client satisfaction.

City and County of San Francisco: San Francisco Airport	
Scope of Work	Establish a high performance network to support passenger and business experience as part of SFO capital modernization projects
Project Period	2011-Present
Project Size	Over \$20 million
Responsibilities	Design, implementation and validation of Network, Wireless and Security infrastructure – Resulted in Fastest Free Airport WiFi in the World recognition via industry report
Contact	Paul Au, Sr Project Manager, pau@rosendin.com , (415) 602-7919
Adherence To Schedule and Budget	Successfully executed and continue to meet project timelines, including net new contract awards to continue infrastructure buildout

Eastern Municipal Water District



Scope of Work	Network, Collaboration, Physical Security and Low Voltage Services
Project Period	Since 2019
Project Size	Over \$1 million
Responsibilities	Ongoing Professional Services and IT Solutions across Network Switching, VoIP, Low Voltage, Physical Security and more
Contact	Michael Wayment, IT / DevOps Mgr, waymentm@emwd.org
Adherence To Schedule and Budget	Continuously deliver within SLA requirements and on schedule in addition to showcasing a strong understanding of Public Utility (Water) industry concerns and requirements

Pittsburg Unified School District	
Scope of Work	Managed Security and Network Services
Project Period	Since 2018
Project Size	Over \$2 million
Responsibilities	Comprehensive security and network services
Contact	Chris Melodia, IT Coordinator, cmelodias@pittsburgusd.net
Adherence To Schedule and Budget	Effectively managed within the stipulated schedule and budget

Pertinent Project Experience with Private Sector Entities:

Salesforce Transit Center	
Scope of Work	Comprehensive Managed Services across Networking, Wireless, Data Center and Cybersecurity including an integrated Security Operations Center component. Originally designed and implemented the overall IT infrastructure
Project Period	Since 2016
Project Size	Over \$5 million
Responsibilities	Total IT managed services and network design
Contact	Jason Blick, IT Director, jblick@tjpa.org, (415) 597-4038
Adherence To Schedule and Budget	Maintained strict adherence to schedule and budget, demonstrating our effectiveness in project management

NetXperts’ proven track record in delivering tailored solutions to both public municipalities and the private sector underscores our capability as an MSP. Our adherence to schedules

and budgets, coupled with our ability to manage diverse IT projects, makes us a reliable partner for the City of San Fernando.

NetXperts' Comprehensive IT Expertise:

- **Multi-Factor Authentication and DUO Implementation:** At Pittsburg USD, Salesforce Transit Center, and the City of West Hollywood, NetXperts seamlessly implemented Multi-Factor Authentication (MFA) and DUO security solutions. These deployments significantly enhanced the security posture of these organizations by adding an essential layer of authentication, safeguarding against unauthorized access.
- **Technician Certification and Compliance:** All NetXperts technicians possess certifications appropriate for servicing complex IT environments. This includes maintaining, operating, and repairing hardware and software systems. They have also cleared background checks including livescan, adhering to CJIS/CLETS security requirements. This level of scrutiny and qualification has been effectively implemented across various city and county sites in California.
- **Managed Services and Security Expertise:** Since 1996, NetXperts has been providing managed services and expertise in security, network, data center, and low voltage projects across the public sector in California. This depth of experience ensures that NetXperts is well-equipped to handle at least half the annual value of the proposed work.
- **On-Site IT Technician Provision:** NetXperts commits to providing an on-site IT technician, ensuring immediate, hands-on support. All technicians are subjected to live scan fingerprinting for CJIS compliance, ensuring the highest level of security and trust.
- **Diverse Industry Compliance and Certifications:** The team at NetXperts holds multiple industry compliance experiences (CJIS, PCI, SOX, CA PUBLIC RECORDS ACT, etc.) and certifications (A+, Network+, Cisco, Microsoft, ITIL, VMware, PMP, CISSP, etc.). This diverse skill set is crucial for adapting to various IT environments and requirements.
- **Public Safety Systems and ITSM:** NetXperts has a strong background in public safety systems (CAD/RMS/Dispatch/MDT/MDC) and IT Service Management with an emphasis on the ITIL framework. This experience is critical for managing complex IT systems in sensitive environments.
- **Networking and Server Management:** Proficiency in Layer 2 and Layer 3 Network Infrastructure, alongside experience with server hardware (including Hyperconverged Infrastructure and traditional Host/SAN/Switch Infrastructure) positions NetXperts as a leader in maintaining and upgrading complex IT systems.
- **Backup/Disaster Recovery and Software Expertise:** With experience in Veeam/Rubrik and similar solutions, NetXperts ensures robust backup and disaster recovery capabilities. Their expertise in Microsoft Operating Systems, Office Suite,

and tenant administration adds to their ability to manage diverse software environments effectively.

NetXperts' combination of certifications, compliance expertise, and hands-on experience in managing and securing IT environments makes them an ideal partner for the City's IT managed services, promising enhanced connectivity, security, and operational efficiency.

Section 3(a) – Software Platform

NetXperts, leveraging advanced software tools, will significantly enhance the City of San Fernando's connectivity and security:

- **ConnectWise for IT Service Management (ITSM) and Ticketing:**
 - Offers a centralized platform for handling service requests, improving response times and service quality.
 - Versatile ticket submission (email, desktop agent, phone, SMS, web interface) enhances accessibility for all City departments.
 - Streamlined ticket tracking and resolution processes boost efficiency and reduce downtime.
- **N-able for IT Asset Management (ITAM):**
 - Comprehensive tracking and management of all endpoints and City assets, ensuring nothing is overlooked.
 - Integration capability with other management tools offers a unified asset management solution.
- **Remote Monitoring & Management (RMM) via N-Able:**
 - Continuous monitoring and proactive maintenance of client/server endpoints.
 - Automated updates and maintenance tasks keep systems optimized and reduce manual workload.
- **Mobile Device Management (MDM) with Microsoft Intune:**
 - Secure and efficient management of mobile devices, crucial for maintaining data integrity and policy compliance.
 - Device policy enforcement aligns with IT policies, ensuring secure and compliant mobile usage.
 - Assumes leveraging the City's existing Microsoft licensing agreement
- **Advanced Network Management with Auvik**
 - Enterprise-level in-depth management tool for detailed network insights, discovery, mapping and management.
- **Optional Add On: Quadrant Security Operations Center for Security Information and Event Management (SIEM) and Extended Detection and Response (XDR):**
 - Quadrant Extended Detection and Response service utilizes a fully staffed, 24x7x365 Security Operations Center that integrates with the City's existing endpoint solution, such as Microsoft Defender.



- Quadrant provides real-time alerting and technical guidance to identify, mitigate and resolve active cyber threats.

These solutions, combined with NetXperts' expertise, will ensure the City of San Fernando is better connected and securely equipped to handle current and emerging IT challenges. This approach not only safeguards against cyber threats but also streamlines IT operations, promoting efficiency and enhanced service delivery.

Software Platform, Screenshot Samples

Advanced Network Management with Auvik

The screenshot displays the Auvik network management interface. At the top, there is a search bar and a navigation menu on the left. The main area shows a network topology diagram with various devices and their connections. Below the diagram, there are several panels:

- TOP DEVICE USAGE:** A table showing device names and their usage in Mbit/s.

Device Name	Usage
HEHDFD-3850-STACK	165 Mbit/s
HEH-MDF-4500X	156 Mbit/s
HEHDFC-3850-STACK1	90 Mbit/s
HEH-IDFC-3850-STACK2	87 Mbit/s
HEH-MAIN-OFFC-AP1	45 Mbit/s
HEH-406-AP	31 Mbit/s
HEH-MDF-3850-STACK2	30 Mbit/s
- Open Alerts:** A summary of alert counts by severity: Emergency (2), Critical (1), Warning (0), Informational (0), and Paused (0).
- Component Statuses (VMware Hypervisors):** A message stating "Auvik does not recognize any VMware component statuses for this site."
- Online Network Filaments:** A gauge showing 73 of 74 filaments.
- Detected Microconfigurations:** A gauge showing 0 configurations.

Below these panels, there are two more sections:

- TOP DEVICE UTILIZATION:** A table showing CPU, Memory, and Storage usage for various devices.

Device Name	CPU	Memory	Storage
HEHDFC-3850-STACK1	9.63%	30.16%	36.19%
HEH-MDF-4500X	8.73%	31.78%	20.12%
HEH-MDF-3850-STACK1	8.33%	38.49%	76.43%
HEHDFD-3850-STACK	8.30%	38.44%	52.87%
HEH-MDF-3850-STACK2	7.64%	38.38%	52.90%
HEH-MDF-3850-STACKS	6.00%	38.10%	60.52%
HEHDFC-3850-STACK2	2.90%	32.65%	16.77%
- ALL INTERNET CONNECTIONS:** A table showing internet connections with columns for Interface, Total Bandwidth, High/Low, and Average.

Interface	Total Bandwidth	High / Low	Average
TenGigabitEthernet1/14 on HEH-MDF-4500X	[Line Graph]	82 Mbit/s / 13 Mbit/s	48 Mbit/s



NETXPERTS Home: [HEI] [EXPORT] Last 10 Minutes

DASHBOARD INVENTORY ALERTS **HARDWARE LIFECYCLE - DEVICE CONTRACT INFORMATION** DOCUMENTATION DEBUG AUDIT LOG

73 DEVICE CONTRACT INFORMATION

Search contract information

Device	Make & Model	Serial Number	Service Coverage	Warranty Coverage	Service Attachment	Contract Renewal
HEHDFC-3850-STACK2	Cisco WS-C3850-48P	FOC...	Expired	2025/10/31	Not Available	Not Available
HEHDFC-3850-STACK2 Member 2	Cisco WS-C3850-48P	FOC...	Expired	2025/10/31	Not Available	Not Available
HEHDFC-3850-STACK2 Member 1	Cisco WS-C3850-48P	FOC...	Expired	2025/10/31	Not Available	Not Available
HEHDFC-3850-STACK2 Member 3	Cisco WS-C3850-48P	FOC...	Expired	2025/10/31	Not Available	Not Available
HEHDFC-3850-STACK2 Member 4	Cisco WS-C3850-48P	FOC...	Expired	2025/10/31	Not Available	Not Available
HEI107-EAP	Meraki MR86	Q3A...	Expired	2022/05/11	Not Available	Not Available
HEI-205-AP	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available
HEI-301-AP	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available
HEI-104-AP	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available
HEI-202-AP	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available
HEI-CONF-RM-AP	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available
HEIMPR-AP1	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available
HEI-103-AP	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available
HEI-107-AP	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available
HEI-309-AP	Meraki MR56	Q3A...	Expired	2022/05/09	Not Available	Not Available

NETXPERTS Stack: HEI-MDF-3850-STACK1 [EDIT] [EXPORT] Last 10 Minutes

DASHBOARD INVENTORY ALERTS DOCUMENTATION DEBUG AUDIT LOG 0 TUNNELS 4 STACK MEMBERS DISCOVERY REMOTE MANAGEMENT

HEI-MDF-3850-STACK1

managed Stack

Make & Model
Cisco WS-C3850-48P-5

IP Address(es)
10.153.99.2

Serial Number
FOC...

Network(s)
Access: VLAN 1 (default), VLAN 4 (Ups_Mgmt), VLAN 10 (HEI_Data) [..]

Description
Cisco IOS Software [Denali], Catalyst L3 Switch Software (CAT3K_CAA-UNIVERSALK9-M), Version 16.3.7... [..]

Software Version
Denali 16.3.7

Firmware Version
0.1

Vendor Suggested Software Version
Unknown

Device Contract Information

Service Coverage	Warranty Coverage
Expired	2025/10/31

Service Attachment
Empty Result

Contract Renewal
Empty Result

Vendor Device Lifecycle Information

Sales Availability	Software Maintenance
Empty Result	Empty Result
Security Software Maintenance	Last Support
Empty Result	Empty Result

No product data sheet available

DEVICE SETUP
To enable Auvik's core functionality, ensure the respective setup is complete.

- Manage Device: Auvik is managing this device and will attempt to collect information from it. [SETUP]
- Monitoring: Auvik has access to monitor this device. [SETUP]
- Backups & Remote Command: Auvik has access to try and backup this device. [SETUP]

Online Status
Up
31 days
Current uptime

Open Alerts

Emergency	0
Critical	0
Warning	0
Informational	0
Paused	0

Online Interfaces
54 of 260

Ready Stack Members
To collect this data, complete the "Monitoring" setup for this device.

Stack Ports
8



NETXPERTS Search the map

NAVIGATION
Home Dashboard
Inventory
All Alerts
Hardware Lifecycle
Documentation
Debug
Audit Log

ADMIN
Discovery
Integrations
Manage Alerts
Manage Users
Auvik Collectors
Settings

SUPPORT
Knowledge Base
Resource Center

Stack: HEI-MDF-3850-STACK1 [EDIT] [EXPORT] Last 10 Minutes

DASHBOARD INVENTORY > ALERTS DOCUMENTATION > DEBUG > AUDIT LOG > 0 TUNNELS 4 STACK MEMBERS DISCOVERY > REMOTE MANAGEMENT >

4 STACK MEMBERS

Filter Stack Members

Stack Member Name	Make & Model	Stack Member Number	Stack Member Role	Stack Member Status	Stack Member MAC Address	Software Priority	Hardware Priority	Serial Number	Software Revision
HEI-MDF-3850-STACK1 Member 1	Cisco WS-C3850-48P-S	1	Master	Ready	6cfa89:35:b0:00	15	0	FO097	Denali 16.3.7
HEI-MDF-3850-STACK1 Member 2	Cisco WS-C3850-48P-S	2	Member	Ready	38:1c1a:d6:66:00	1	0	FO1EW	Denali 16.3.7
HEI-MDF-3850-STACK1 Member 3	Cisco WS-C3850-48P-S	3	Member	Ready	38:1c1a:49:9b:00	1	0	FO1CE	Denali 16.3.7
HEI-MDF-3850-STACK1 Member 4	Cisco WS-C3850-48P-S	4	Standby	Ready	38:1c1a:49:5b:80	1	0	FO1DU	Denali 16.3.7

NETXPERTS Search the map

NAVIGATION
Home Dashboard
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Switch: WC-9300-ASW1.netx12.local [EDIT] [EXPORT] Last 10 Minutes

DASHBOARD INVENTORY > ALERTS DOCUMENTATION - CONFIGURATIONS > DEBUG > AUDIT LOG > 0 TUNNELS DISCOVERY > REMOTE MANAGEMENT >

11 CONFIGURATIONS

Search Configurations

Deployment Date

February 6th 2024, 2:02:10 am	CURRENTLY RUNNING
February 5th 2024, 6:26:35 pm	
February 5th 2024, 5:41:13 pm	
February 5th 2024, 4:38:20 am	
February 5th 2024, 2:52:27 am	
February 4th 2024, 8:27:06 pm	
February 4th 2024, 5:40:57 pm	
February 4th 2024, 2:51:25 pm	
February 3rd 2024, 7:46:33 pm	
February 3rd 2024, 7:41:56 pm	

FEBRUARY 6TH 2024, 2:02:10 AM CURRENTLY RUNNING

```

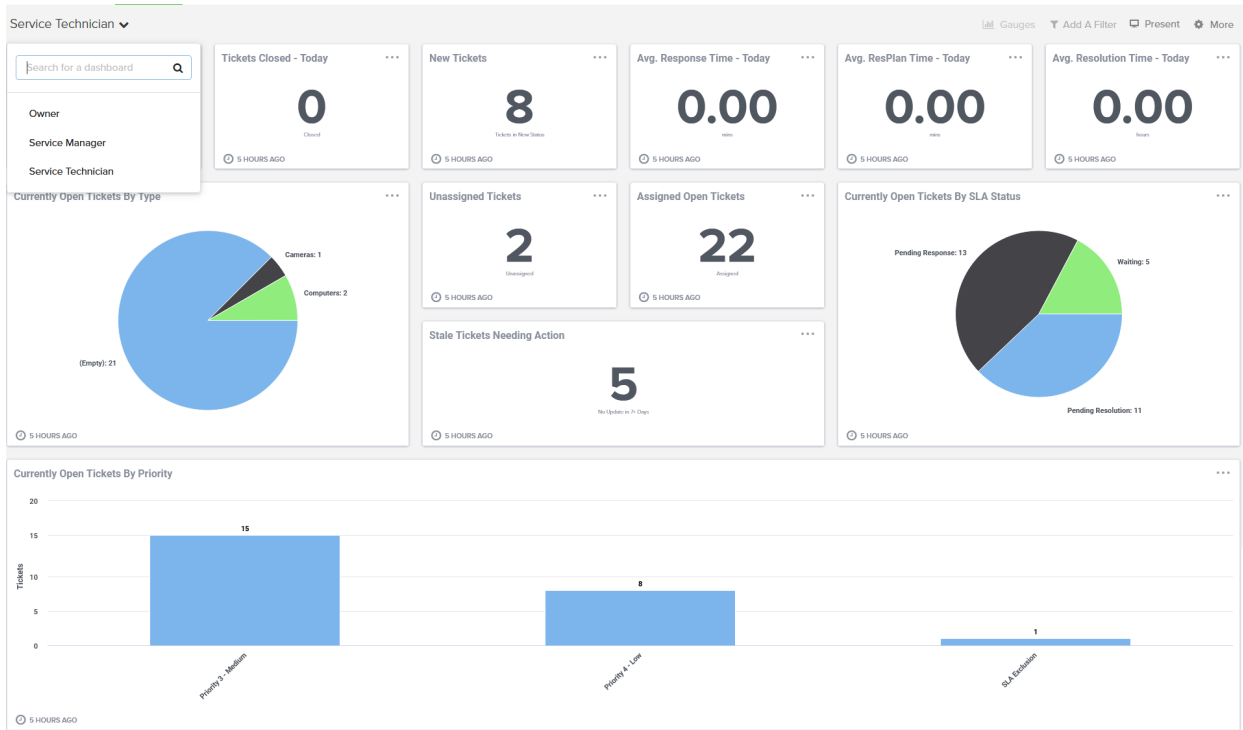
1 |
2 | Last configuration change at 01:59:12 PST Tue Feb 6 2024
3 |
4 | version 17.6
5 | service timestamps debug datetime msec
6 | service timestamps log datetime localtime show-timezone year
7 | service call-home
8 | no platform punt-keepalive disable-kernel-core
9 |
10 | hostname WC-9300-ASW1
11 |
12 |
13 | vrf definition Mgmt-vrf
14 |
15 | address-family ipv4
16 | exit-address-family
17 |
18 | address-family ipv6
19 | exit-address-family
20 |
21 | logging buffered 81920000
22 |
23 | aaa new-model
24 |
25 |
26 | aaa group server tacacs+ TAC
27 | server name TACACS
28 |
29 | aaa authentication login MERAKI local
30 | aaa authentication enable default none
    
```

MANAGE CONFIGURATION

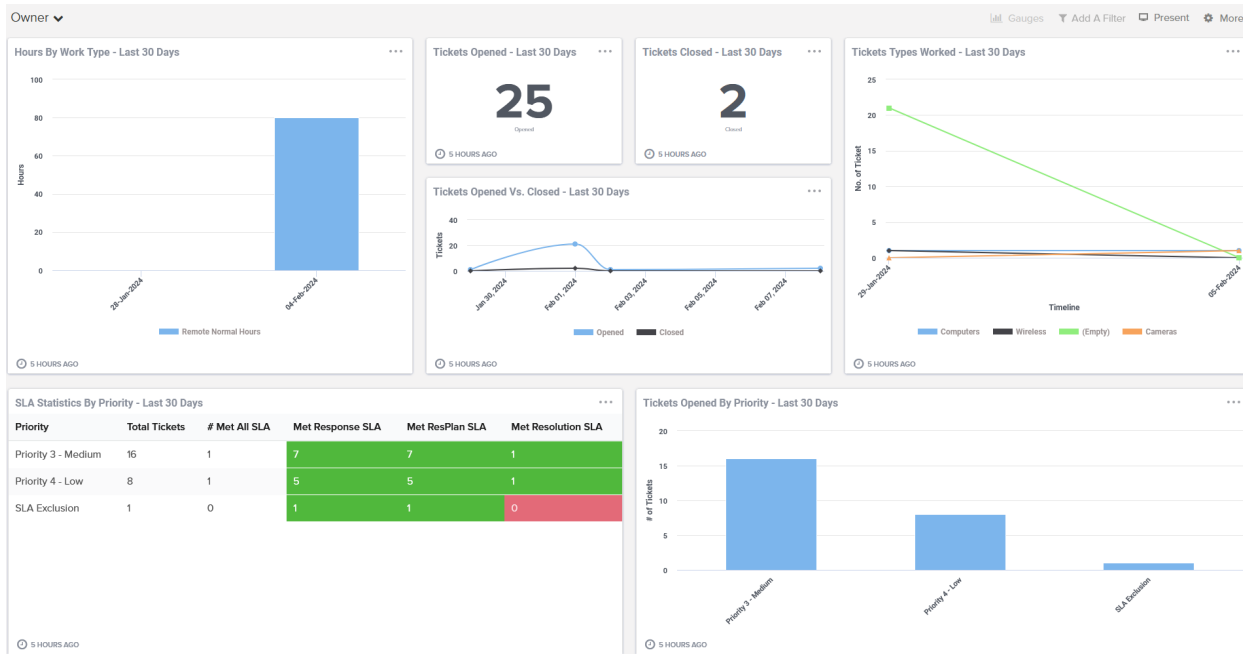


ConnectWise for IT Service Management (ITSM) and Ticketing:

Service Technician Dashboard



Service Owner Dashboard





Customer Portal

TICKET #	SUMMARY	STATUS
#132		New
#131		New
#130		New
#127		New
#110		In Progress
#107		New

Bad media player list, waiting for spare one to swap.

Submitted 10:14 AM - 2/1/2024 Status: In Progress
 Contact Sachin Rajegowda Technician: Uzma Sahebzadi

Write a message

Uzma Sahebzadi 1 week ago

From: Aayushi Mandewal <amandewal@netxperts.com>
 Sent: Tuesday, December 19, 2023 10:56 AM
 To: Amrit Sharma <asharma@netxperts.com>; Uzma Sahebzadi <usahebzadi@netxperts.com>
 Subject: Re: Bad media players list

Hello team,

Please find the updated list below:

1. CS-KC1A-2-T
2. BP-KC1B-1-STANDARD
3. BD-PD1-26-FRONT
4. BD-PD1-04-FRONT, BACK, TOP
5. BD-PD1-35-BACK
6. BD-PD1-11-TOP; BACK
7. BD-PD1-36-TOP; BACK, FRONT
8. BD-PD1-27-BACK
9. BD-PD1-22-TOP
10. BD-PD1-03-BACK
11. KC1A-06
12. Bay 27-BACK Thank you, Aayushi

Section 4 – Work Plan

NetXperts presents a comprehensive, technically sophisticated service plan to address the IT management needs of the City of San Fernando. Our approach is designed to align with the City's objectives, demonstrating our deep understanding of the requirements and our capacity to fulfill them effectively.

Detailed Service Plan:

- In-Depth System Assessment and Analysis:
 - Conduct a thorough evaluation of the City's network architecture, hardware configurations, software environments, and operational workflows.
 - Utilize advanced diagnostic tools to assess system performance, identify bottlenecks, and pinpoint security vulnerabilities.
 - Analyze current data management and storage practices, evaluating backup solutions and disaster recovery readiness.
- Proactive and Predictive Maintenance Strategy:
 - Implement a proactive maintenance schedule using predictive analysis tools to anticipate and prevent system failures.
 - Deploy automated monitoring systems for real-time alerts on network performance, server health, and potential security breaches.
 - Regularly update systems and applications to the latest versions and patches to mitigate security risks and improve functionality.
- Advanced Support Framework:
 - Establish a multi-tiered support structure, incorporating AI-based automated response systems for rapid issue resolution.
 - Implement an escalation protocol to efficiently address complex technical issues, leveraging our team of experienced network engineers and IT specialists.
 - Integrate a remote management and monitoring (RMM) platform to facilitate efficient troubleshooting and remote issue resolution.
- Comprehensive Network and Systems Management:
 - Utilize state-of-the-art network management tools for overseeing network traffic, optimizing bandwidth usage, and ensuring consistent network performance.
 - Implement robust server management practices, including virtualization strategies for enhanced resource utilization and scalability.
 - Apply configuration management practices to maintain standardized system settings, enhancing security and operational consistency.
- Cybersecurity Enhancement and Regulatory Compliance:
 - Conduct extensive cybersecurity audits using advanced threat detection and analysis tools.
 - Implement layered security measures, including firewalls, intrusion detection systems (IDS), and intrusion prevention systems (IPS).

- Ensure compliance with relevant state and federal regulations, including data protection standards and privacy laws.
- Data Management, Backup, and Recovery Plan:
 - Develop a comprehensive data management strategy, encompassing efficient data storage, backup, and recovery solutions.
 - Implement cloud-based and on-premises backup solutions with regular testing and validation of backup integrity.
 - Establish a clear disaster recovery protocol with defined RTO (Recovery Time Objective) and RPO (Recovery Point Objective) targets.
- Strategic IT Planning and Consultation:
 - Collaborate with the City to identify long-term technology goals and devise strategic IT roadmaps.
 - Conduct technology feasibility studies and cost-benefit analyses for future IT investments.
 - Provide expert consultation on emerging technologies and their potential impact on the City's IT landscape.
- Transparent and Detailed Reporting Mechanism:
 - Develop custom reporting templates to provide the City with insights into IT performance metrics, service utilization, and incident management.
 - Schedule regular review meetings to discuss service performance, upcoming IT initiatives, and strategic adjustments.

NetXperts Approach to IT Support Services for City of San Fernando

1. Help Desk Support:

- **Integrated Support System:** NetXperts employs a sophisticated support system that combines AI-driven solutions with expert human intervention. This approach ensures swift resolution of routine queries and proficient handling of more complex technical issues.
- **Extended Support Availability:**
 - **Regular Business Hours:** Our services are available from Monday to Friday, 7:00 AM to 5:30 PM, adhering to the City's business hours.
 - **After-Hours and Weekend Support:** We provide an on-call support system to address critical issues promptly outside regular business hours.

2. Communication and Accessibility:

- **Dedicated Account Management:** The City will have direct access to a dedicated Account Manager and Engineer, ensuring personalized and consistent service.
- **Multiple Communication Channels:** We offer a toll-free support number for easy access and a local number for more direct communication with our technicians.

3. Problem Escalation and Resolution:

- **Tiered Support Structure:** Our support framework is structured into multiple tiers:
 - **Tier 1:** Handles initial troubleshooting and common issues.

- Tier 2: Deals with more complex problems not resolved at Tier 1.
 - Tier 3: Addresses critical and high-complexity issues.
 - Problem Resolution Authority: A designated Account Manager will be the primary contact for conflict resolution, with our management team stepping in for escalated situations.
4. Customized Service-Level Metrics:
- Development of Custom Metrics: Tailored to the City's specific IT ecosystem, these metrics enable us to focus on critical areas effectively.
 - 24x7x365 NOC Support: Our dedicated Network Operations Center operates non-stop, guaranteeing expert help is always available.
 - Real-Time Support Tracking: Our ITSM tool provides not just ticketing, but also real-time tracking and analytics, offering insights into common issues and support efficiency.
5. Specialized Support Services:
- Desktop Applications Support: Focused on rapid deployment and troubleshooting to minimize disruption.
 - Server Support: Includes proactive server health checks and maintenance.
 - Microsoft 365 Administration: Optimizing the suite to maximize productivity.
 - Library Services Support: Tailored IT solutions to enhance library services.
 - Network Administration: Advanced techniques for network optimization.
 - Security Administration: A layered approach to cybersecurity.
 - Managed Services Technology: Covering the full technology lifecycle.
 - Cybersecurity Administration: Continuous monitoring and immediate response protocols.
 - Change Management Administration: Strategic planning for minimal service disruption.
 - Asset Management: Optimization strategies for best value and performance.
 - Documentation Administration: Ensuring accessible, up-to-date documentation.
 - Governance and Priority Setting: Aligning IT with business objectives.
 - Staff Training: Customized training solutions for the City's staff.
 - BRDR Methodology: Robust and regularly tested backup, restore, and disaster recovery plans.
6. Staff Expertise and Development:
- Continuing Education and Training: Regular training programs and knowledge-sharing sessions are integral parts of our staff development.
 - Information Security Staff Skills: Our team is equipped with advanced threat management skills, comprehensive compliance knowledge, rapid incident response capabilities, and cybersecurity training proficiency.
7. City of San Fernando's Collaborative Role:
- Access and Cooperation: We anticipate collaborative support from the City, including access to facilities and network systems, and designated points of contact for efficient service delivery.



NetXperts Transition Timetable and Plan

Weeks 1-2: Initiation and Discovery Phase

- **Contract Finalization:** Secure all necessary approvals and finalize contractual agreements.
- **Initial Kick-off Meeting:** Conduct a meeting with City of San Fernando stakeholders and current IT service providers to outline the transition plan, establish communication protocols, and discuss key IT objectives.
- **Project Team Formation:** Assemble a dedicated project team from NetXperts, including project managers, network engineers, security specialists, and support staff.
- **Initial Infrastructure Review:** Begin a preliminary assessment of the City's existing IT infrastructure, including hardware, software, network configurations, and security systems.

Weeks 3-4: Detailed Assessment and Knowledge Transfer

- **Comprehensive IT Audit:** Conduct an in-depth audit of the current IT systems to understand the existing network layout, server configurations, security posture, and application environment.
- **Documentation Review:** Gather and review existing IT documentation, policies, and procedures.
- **Stakeholder Interviews:** Conduct interviews with key City staff to understand specific IT challenges, expectations, and requirements.
- **Knowledge Transfer Sessions:** Organize knowledge transfer sessions with the outgoing IT provider to understand current workflows, ongoing issues, and unique city-specific IT challenges.

Weeks 5-6: Transition Planning

- **Detailed Transition Plan Development:** Create a comprehensive transition plan, including a timeline, resource allocation, risk management strategies, and contingency plans.
- **Infrastructure Optimization Plan:** Based on the audit findings, develop a plan to optimize the existing IT infrastructure for better performance and security.
- **Service Level Agreement (SLA) Finalization:** Establish clear SLAs in line with the City's expectations and NetXperts' capabilities.

Weeks 7-8: Service Transition and Implementation Preparation

- **Procurement and Setup:** Coordinate the procurement of any additional IT equipment or services identified during the planning phase.
- **Transition Team Training:** Train the transition team on specific City of San Fernando IT environment aspects, focusing on unique requirements and custom solutions.
- **Communication Plan Implementation:** Implement a communication plan to keep City stakeholders informed about the transition progress.

Weeks 9-12: Service Transition and Implementation

- **Phased Service Rollout:** Start the phased implementation of services, beginning with non-critical systems to minimize impact.

- IT System Overhauls and Upgrades: Execute planned upgrades to network, servers, and security systems.
- Staff Training and Onboarding: Conduct training sessions for City staff on new systems, processes, and points of contact.

Week 13: Review and Optimization

- Post-Implementation Review: Conduct a thorough review of the implemented services to assess performance and identify any immediate issues.
- Feedback Incorporation: Gather feedback from City staff and adjust services as necessary for optimization.
- Performance Monitoring Initiation: Begin detailed monitoring of IT systems to ensure they meet performance and security standards.

Week 14 Onwards: Continuous Improvement and Reporting

- Regular Service Level Reporting: Initiate regular reporting on service levels, issue resolution, and system performance.
- Continuous Improvement Cycles: Establish continuous improvement processes to regularly evaluate and enhance IT services.
- Routine Check-Ins: Schedule routine check-ins with City stakeholders to ensure ongoing satisfaction and alignment with IT services.

This detailed transition timetable and plan outline a structured and strategic approach to transitioning IT services for the City of San Fernando. NetXperts' plan ensures a smooth transfer, minimal disruption, and alignment with the City's specific IT requirements and objectives.

NetXperts Standard Operating Procedures (SOPs)

Desktop Technician Operations:

1. Deployment and Configuration:
 - SOPs for installing and configuring desktop applications, operating systems, and hardware components.
 - Regularly update systems with the latest patches and software versions to ensure security and efficiency.
2. Troubleshooting and Support:
 - Structured approach for diagnosing and resolving hardware, software, and network issues.
 - Utilization of remote desktop tools for efficient problem-solving and user support.
3. User Assistance and Training:
 - Offer end-user support for common software applications and operating systems.
 - Conduct training sessions for staff on new software tools and best practices in IT usage.
4. Asset Management:
 - Maintain an up-to-date inventory of all hardware and software assets.

- Implement asset lifecycle management practices for timely upgrades and replacements.

Network Administration and Security:

1. Network Monitoring and Maintenance:

- Continuous monitoring of network performance using advanced tools to identify and address issues proactively.
- Routine maintenance procedures to ensure network equipment is operating optimally.

2. Security Management:

- Implement and manage firewalls, IDS/IPS, and other security appliances to protect against external threats.
- Conduct regular security audits and vulnerability assessments.

3. Policy Compliance and Updates:

- Ensure all network operations comply with relevant cybersecurity standards and regulations.
- Regularly update network security policies and educate staff on compliance requirements.

4. Incident Response:

- Clearly defined incident response protocol for handling security breaches and network outages.
- Regular drills and training to ensure readiness in the event of a cyber attack or network failure.

Computer Operations:

1. Server Management:

- Procedures for routine server health checks, including monitoring of server performance and resource utilization.
- Ensure regular updates and patches to server software for security and performance optimization.

2. Data Backup and Recovery:

- Implement and manage robust data backup solutions, both on-premises and cloud-based, to ensure data redundancy.
- Regular testing of backup systems to confirm data integrity and the effectiveness of recovery procedures.

3. Disaster Recovery Planning:

- Develop and maintain a comprehensive disaster recovery plan, outlining specific actions and responsibilities in the event of a system failure or data loss.
- Conduct periodic disaster recovery drills to ensure effectiveness and staff preparedness.

4. Documentation and Reporting:

- Maintain detailed documentation of all computer operations, including system configurations, maintenance schedules, and change management records.
- Generate regular reports on system performance, incident logs, and maintenance activities for review and analysis.

NetXperts SLA Commitment for the City of San Fernando

Regular Service Availability:

- Hours of Operation: NetXperts will ensure full service availability from 7:00 AM to 5:30 PM, Monday through Friday, in strict alignment with the City of San Fernando's defined help desk hours.
- 24x7x365 Network Support: Our network support team will be available around the clock, including City holidays, to address any network-related issues, with no additional charges for after-hours support.

City Council and Public Meeting Support:

- City Council Meetings (SLA: P0 – Immediate): Recognizing the essential nature of City Council Meetings, we will assign a dedicated MSP technician/engineer to be immediately available for prompt issue resolution.
- Public Meetings (SLA: P1 – Critical): For public meetings outside regular business hours, our MSP technician/engineer will be on-call to swiftly address and resolve any issues.

Emergency Operation Center (EOC) Support:

- EOC Activation (SLA: P1 – Critical): Upon EOC activation, NetXperts guarantees the immediate availability of our MSP technician/engineer for continual operational support during emergencies.

After-Hours Service:

- Comprehensive After-Hours Support (SLA: P3 – Normal): We provide a robust on-call support system to cover all hours outside the standard service times, including weekends.

Service Level Objectives:

- Availability: Guarantee of immediate availability for our network support operations and helpdesk services 24x7x365.
- Acknowledgement KPIs:
 - Immediate Objectives: Acknowledgement within 15 minutes.
 - Critical Objectives: Acknowledgement within 30 minutes.
 - Important Objectives: Acknowledgement within 60 minutes.
 - Normal Objectives: Acknowledgement within 120 minutes.
- Status Update Frequency:
 - Immediate Objectives: Continuous updates.
 - Critical Objectives: Updates every 2 hours.
 - Important Objectives: Updates every 8 hours.
 - Normal Objectives: Updates every 12 hours.
- Resolution Plan Commitment:



- Immediate Objectives: Resolution plan proposed within 10 minutes.
- Critical Objectives: Resolution plan within 4 hours.
- Important Objectives: Resolution plan within 8 hours.
- Normal Objectives: Resolution plan within 3 days.
- Resolution Time Targets:
 - Immediate Objectives: Resolve 90% of issues in less than 10 minutes.
 - Critical Objectives: Resolve issues within 4 hours.
 - Important Objectives: Resolve issues in less than 8 hours.
 - Normal Objectives: Resolve issues within 1 week.

NetXperts is unwaveringly dedicated to meeting and exceeding the City of San Fernando's SLA expectations. Our commitment to providing rapid response times, effective problem resolution, and high-quality service experiences is paramount. We align our SLAs with the City's high standards, drawing from our experience in maintaining stringent SLAs for major projects like SFO, where uptime and security are crucial.



Section 5 – Proposal Staff

Proposed Staff and Qualifications

NetXperts brings together a team of seasoned professionals, each with a distinct set of skills and qualifications vital to the successful implementation and management of the City of San Fernando's IT infrastructure:

Dedicated Engineering Staff:

- Jitendra Siyag, Principal Engineer, Dual CCIE
 - Experience: Over 18 years in network security and infrastructure.
 - Role: Lead for complex network and security challenges.
 - Qualifications: Cisco Certified Internetwork Expert (CCIE).
- Sachin Kattepura Rajegowda, Principal Engineer, Cisco CCNP Routing and Switching
 - Experience: 10+ years in networking.
 - Role: Specialist in routing and switching, key for the City's network infrastructure.
 - Qualifications: Cisco Certified Network Professional (CCNP).
- Andy Cuberly, Senior Architect, CCIE
 - Experience: 25+ years in Network Engineering
 - Role: Senior Network and Security Architect supporting strategic IT infrastructure design and architecture updates
 - Qualifications: Cisco Certified Internetwork Expert (CCIE)
- Robert Rulon, Sr. Cisco CCNP Wireless Network Engineer
 - Experience: Extensive in wireless networking.
 - Role: Designer and optimizer of wireless network infrastructures.
 - Qualifications: Cisco Certified Network Professional (CCNP).
- Amrit Sharma, Network Engineer, CCNP Enterprise
 - Experience: Skilled in routers, switches, Wi-Fi, VPN, and security solutions.
 - Role: Essential for managing and enhancing the City's network performance.
 - Qualifications: Cisco Certified Network Professional (CCNP Enterprise).

Dedicated NOC Staff:

- Rondy Scippio, CCNA, Sr. NOC Manager & Technician
 - Role: Management of escalation, urgent issue resolution, and vendor relations. Strategy development, customer needs alignment, network improvement.
- Riddhi Bhavsar, CCNA, NOC Engineer
 - Role: Technical support, incident triaging, on-site client support.

- Uzma Sahebzadi, CCNA, NOC Engineer
 - Role: Network monitoring, capacity management, LAN/WAN connectivity.

Dedicated Leadership & Account Staff:

- Tim Femister, CEO
 - Experience: Industry executive with deep domain expertise in the cross-sections of Public Sector and Information Technology
 - Role: Advisor and advocate for IT Operations Planning and executive reporting.
- Neil Wada, President and COO
 - Experience: 25+ years of industry experience including leading all functions of a prior 250 employee IT solutions provider
 - Role: Services and operational leader for the overall business
- Jen Kniland, Sr. Executive Account Manager
 - Experience: 10+ years in account management and customer service
- Nicole Gretkowski, Inside Account Director
 - Experience: 15+ years in inside account management including significant experience in technology supply chain and maintenance optimization
- Zach Baldry, Project Director
 - Projects leader for Southern California programs and contracts.

Collaborative Onsite Technician Selection:

- Process: We will work closely with Art and the NetXperts team to collaboratively decide on the most suitable onsite technicians, ensuring they align with the specific needs and culture of the City of San Fernando.

Knowledge Transfer and Service Implementation:

- Initial Assessment: Comprehensive evaluation of current IT systems and processes.
- Knowledge Transfer Workshops: Structured sessions with outgoing providers for smooth transition of knowledge.
- Implementation Plan: Detailed strategy for integrating NetXperts' services with minimal disruption.

Approach to IT Support Services:

- Custom Solutions for the Hybrid Workforce: Development of remote and in-office support systems.
- Strategic Technology Workplans: Collaborative planning aligning with the City's long-term technology goals.
- Educational Initiatives: Regular technology briefings and custom recommendations on innovative technology.

Project Management Approach:

- **Structured Methodology:** Adherence to a systematic approach for timely and within-budget project delivery.
- **Stakeholder Involvement:** Continuous engagement with key stakeholders throughout the project.

Customer Service and Escalation Management:

- **Escalation Procedures:** A multi-tiered approach for swift issue resolution.
- **Customer Service Monitoring:** Regular satisfaction surveys and performance metric tracking.

Organizational Chart and Resumes:

- An organizational chart outlining the project team structure and individual roles is attached on page 26.
- Resumes for key personnel highlighting their qualifications and experience are included below.

Resumes Overview**Jitendra Siyag****Principal Engineer – Dual CCIE Security & Data Centers**

- **Experience:** Over 18 years in network security and infrastructure.
- **Expertise:** Network architecture, design, security in large-scale data center environments.
- **Technical Skills:** Expert in Cisco ISR Routers, Catalyst/Nexus Switches, Juniper SRX/Netscreen firewalls, Cisco 5500 Series ASA, Cisco 4200 Series IPS, and more.
- **Certifications:** Cisco CCNA, CCNP - Data Center, dual CCIE in Security and Data Center, Palo Alto Certified Network Security Expert (PCNSE).
- **Key Projects:** Lead Design and Execution Engineer for Network Security at San Francisco International Airport, San Jose Mineta International Airport, City of Palmdale, and Peralta Community College District.

Sachin Kattepura Rajegowda**Principal Engineer – Network and Wireless**

- **Experience:** 10+ years as a network engineer
- **Overall technical lead and trusted advisor** on several \$10M+ engagements
- **Technical Skills:** Proficient in L2/L3 Switches (Cisco, Juniper), Data Center Switches (Nexus Series), Routers (ISR Series), Wireless LAN Controllers, and SDN Controllers.
- **Certifications:** Microsoft Technology Associate, Cisco CCNA (R&S, DC), CCNP (Route, DCID), Cisco SISE 2.1.
- **Role:** Specializes in routing and switching, with extensive experience in the public sector in California.



Robert Rulon
Senior Wireless Engineer

- Experience: 15+ years in network design, implementation, and support with deep concentration in developing robust wireless infrastructure
- Technical Skills: Proficient in Windows Server, Linux Fedora, Cisco ASA/PIX, VPN Concentrators, TCP/IP, and various networking hardware and technologies.
- Certifications: Cisco CCENT, CCNA, CCDA, Aruba HPE, Certified Cisco Security Specialist, Microsoft MCP, and others.
- Role: Expertise in designing, implementing, and supporting complex voice/data networks.

Amrit Pal Sharma
Network Engineer

- Experience: Managed design and installation of network systems at Salesforce Transit Center since 2018.
- Technical Skills: Skilled in Internetworking, Software Defined Networking, VoIP, Network Security, Wireless Networks, various Network Protocols and Platforms.
- Certifications: Cisco Certified Network Associate (R&S).
- Role: Key in managing and optimizing network performance, delivering onsite support.

Riddhi Bhavsar
NOC Engineer

- Education: MSc in Computer Engineering, University of the Pacific. BEng in Electronics & Communication, Gujarat Technological University.
- Experience: Provided technical support and triaging for network alerts and incidents, with roles in teaching, network solution architecture, and internships.
- Technical Skills: Proficient in network protocols, Python, Shell Scripting, Cloud Technologies (AWS), and various tools and operating systems.
- Certifications: Cisco CCNA, AWS Certified Solutions Architect – Associate.

Austen Schrepel
Sales Engineer & NOC Technician

- Education: Bachelor's Degree in Computer Technology from California State University, Dominguez Hills.
- Experience: Responsible for understanding technical aspects of IT/Networking products, customer support, technical documentation, and on-site support.
- Technical Skills: Proficient in Microsoft Office Suite, programming in HTML and CSS, networking support and administration tools.

Rondy Scippio**Network Operation Center Engineer**

- Experience: Overseeing network operations, managing a NOC/Service Desk team, and troubleshooting network issues.
- Expertise: Specializes in network operations, security architecture, systems engineering, and business development.
- Certifications: Cisco CCNA: Security, CCNA: Routing and Switching, CompTIA A+, among others.
- Education: Bachelor of Science in Computer Information Systems, University of Maine, Augusta.

Uzma Sahebzadi**NOC Engineer**

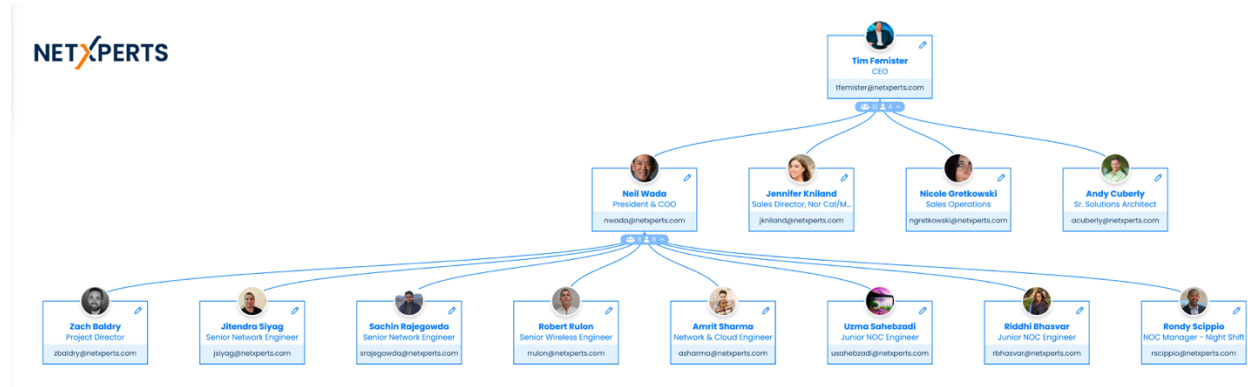
- Education: BS in Computer Science, Jawaharlal Nehru Technological University.
- Experience: Monitoring and maintaining large computer network systems and servers, liaising with vendors and clients, and providing technical support.
- Technical Skills: Network operations, server monitoring, system administration, network analysis.
- Certifications: Cisco Fluidmesh Fundamentals

Zach Baldry**Project Director**

- Experience & Expertise: Extensive experience in operations and project leadership, specializing in overseeing large-scale projects and operational efficiency. Proven track record in project planning, team management, and operational oversight.
- Key Roles and Achievements:
 - Project Director at NetXperts managing projects up to \$13+ million.
 - Director of Operations at Visional, focusing on business growth strategies and IT infrastructure.
 - Operations Manager at Haldeman Homme Inc., overseeing significant installation projects.
 - Field Operations Manager at Westview Productions, contributing to substantial revenue growth.
- Skills: Skilled in construction management, team leadership, project management, structured cabling, networking, and engineering. Proficient in VOIP, A/V installation, low voltage, team development, budget management, and SOP deployment. Certifications: OSHA-30 certified.



Organizational Chart, Dedicated City of San Fernando MSP Team



Section 6 - Proposal Recommendations

At NetXperts, we believe that innovation is key to delivering exceptional service. Drawing from our extensive experience and success in previous engagements, we propose several innovative approaches tailored to enhance service delivery for the City of San Fernando. Our focus is on solutions that not only streamline operations but also provide significant cost savings and efficiency improvements.

1. **Advanced Network Analytics and AI-driven Insights:**
 - **Concept:** Utilizing advanced analytics and artificial intelligence (AI) to monitor and manage the City's network infrastructure.
 - **Benefits:** Provides real-time insights into network performance, predicts potential issues before they occur, and optimizes network resource allocation. This proactive approach minimizes downtime and improves overall network efficiency, leading to substantial cost savings.
2. **Integrated Cloud Management Platform:**
 - **Concept:** Implementing a cloud management platform that consolidates various IT services and applications into a single, unified interface.
 - **Benefits:** Enhances operational efficiency by simplifying management tasks, improving visibility across IT assets, and enabling more effective resource utilization. This integration can lead to reduced operational costs and improved scalability and flexibility.
3. **Energy-efficient IT Solutions:**
 - **Concept:** Implementing green IT initiatives, including energy-efficient hardware and sustainable practices in IT operations.
 - **Benefits:** Reduces the City's carbon footprint and operational costs by lowering energy consumption. Leveraging energy-efficient hardware and optimizing data center layouts contribute to significant long-term savings.
4. **Automated Service Desk with AI Chatbots:**
 - **Concept:** Deploying AI-powered chatbots for the City's IT service desk to handle routine inquiries and basic troubleshooting.
 - **Benefits:** Enhances service desk efficiency by automating responses to common queries, freeing up human resources for more complex issues. This results in quicker resolution times and improved user satisfaction, while also reducing labor costs.
5. **Customizable Mobile Apps for IT Management:**
 - **Concept:** Developing mobile applications tailored to the City's IT management needs, enabling remote monitoring and control of IT systems.

- Benefits: Increases flexibility and responsiveness of IT staff, allowing them to manage systems and address issues from any location. This mobility leads to faster response times and improved productivity.
6. IoT Integration for Smart City Initiatives:
 - Concept: Leveraging the Internet of Things (IoT) to integrate and automate various city services and infrastructure.
 - Benefits: Enhances service delivery, reduces operational costs, and provides valuable data analytics for better decision-making. IoT integration can be a cornerstone for developing a smart city ecosystem, leading to overall efficiency and modernization.
 7. Blockchain for Enhanced Security and Transparency:
 - Concept: Implementing blockchain technology for secure, transparent, and efficient handling of city data and transactions.
 - Benefits: Offers a high level of security against data tampering and fraud, ensures transparency in city operations, and streamlines processes like contract management and record keeping.
 8. Virtual Reality (VR) for IT Training:
 - Concept: Utilizing VR technology for immersive IT training and simulations.
 - Benefits: Provides a highly engaging and effective training environment for IT staff, enhancing skill development and readiness for handling complex IT scenarios.

NetXperts' innovative solutions are designed to bring state-of-the-art technology and efficiency to the City of San Fernando. Our focus on cost-saving and efficiency-enhancing innovations ensures that the City not only meets its current IT needs but also paves the way for future technological advancements. We are committed to working collaboratively with the City to implement these innovations, tailor them to specific requirements, and achieve transformative results.

Current and Upcoming Projects Recommendations

Based on the current and upcoming projects and work plan items for the City of San Fernando, NetXperts proposes the following technical and procedural innovations aimed at enhancing service delivery, cost savings, and operational efficiency:

- **Cloud Migration and Integration Solutions:** For the Microsoft 365 Commercial to Government GCC tenant migration and the integration of a new cloud Utility Billing system with Tyler Eden ERP, NetXperts recommends a comprehensive cloud migration strategy. This includes data migration services, cloud integration, and a robust cloud management platform to ensure seamless transition and integration with minimal downtime.
- **Advanced Multi-Factor Authentication Implementation:** To enable M365 tenant-wide Multi-Factor Authentication (MFA), we propose using an advanced MFA

- solution that incorporates biometric authentication and behavioral analytics, enhancing security while ensuring user convenience.
- **IT Asset and Service Management Optimization:** For implementing the City's own IT Service Management/IT Asset Management System, we suggest the integration of AI-driven analytics and automation tools. These tools can predict asset lifecycles, automate service requests, and optimize IT resource allocation.
 - **Interactive Training Modules for Cybersecurity Awareness:** Implementing the KnowBe4 Security Awareness Training System with interactive, gamified training modules can significantly increase user engagement and retention of cybersecurity best practices.
 - **Smart City Initiatives and IoT Integration:** In upgrading the City's wireless infrastructure and enhancing public works technology, we propose implementing Smart City solutions, integrating IoT devices for better resource management, and deploying advanced wireless networking technologies to support a higher density of IoT devices.
 - **Unified Communication and Collaboration Platform:** For the VOIP phone system migration, we recommend a unified communication and collaboration platform that integrates voice, video, messaging, and file sharing, enhancing internal communication and collaboration efficiency.
 - **Disaster Recovery and Business Continuity:** For evaluating a new backup and disaster recovery solution, NetXperts suggests implementing a cloud-based disaster recovery solution that ensures rapid data recovery and business continuity in the event of any disaster.
 - **Energy-Efficient Data Center Solutions:** For the Server Room Overhaul project, we recommend using energy-efficient servers and cooling systems, along with advanced server virtualization technologies to reduce energy consumption and optimize space utilization.
 - **Public Engagement and Self-Service Solutions:** In enhancing community services, we propose the development of an integrated public engagement platform that includes self-service kiosks, mobile apps, and a user-friendly web portal to facilitate easy access to city services.
 - **E-Government and Digital Transformation Consulting:** For transitioning from traditional systems to modern digital solutions, NetXperts offers strategic consulting services in e-government and digital transformation, helping the City to develop and implement digital strategies that align with its long-term objectives.

These innovations are designed to align with the City's vision for a technologically advanced, secure, and efficient operation. NetXperts is committed to collaborating closely with the City to customize these solutions as per the specific needs and requirements of each project.



What else can NetXperts offer for San Fernando?

NetXperts is committed to offering a comprehensive suite of services that extend beyond the initial RFP, meticulously tailored to meet the evolving needs and aspirations of the City of San Fernando. Our proposition includes a spectrum of advanced, customizable, and future-proof solutions designed for efficiency, security, and digital transformation.

- **Advanced Cybersecurity Solutions:** Recognizing the paramount importance of data security, we propose a suite of cybersecurity enhancements. This includes sophisticated threat detection, vulnerability assessments, penetration testing, and incident response strategies. We also emphasize on security policy development and comprehensive employee training, ensuring a fortified defense against emerging cyber threats.
- **Network Infrastructure Modernization:** Understanding the criticality of a robust network, we specialize in modernizing network infrastructure to enhance scalability and performance. Our offerings include expert network design, implementation, and management services, ensuring the infrastructure not only meets current demands but is also poised for future growth and technological advancements.
- **Security Refresh and Upgrades:** We propose an extensive security refresh program to keep the City's systems aligned with the latest industry standards. This encompasses comprehensive hardware and software upgrades, patch management, and security policy revisions, aimed at maintaining a resilient and secure IT environment.
- **Full-Scale Digitization Initiatives:** To propel the City towards complete digital efficiency, we offer solutions for a seamless digital transition. This includes deploying advanced document management systems, cloud migration strategies, workflow automation tools, and digital collaboration platforms, all aimed at enhancing operational efficiency and accessibility.
- **Cabling and Infrastructure Upgrades:** We recognize the foundational role of robust cabling infrastructure in network reliability. Our services extend to advanced cabling solutions, including Cat 7 and Cat 10 installations, designed to facilitate high-speed data transmission and future-proof the City's technological infrastructure.

In collaboration with the City of San Fernando, NetXperts emphasizes a partnership approach, ensuring seamless integration and customization of solutions to meet specific city requirements. We are committed to providing long-term benefits, including cost savings, enhanced citizen service delivery, and support for the City's digital transformation journey. Our approach includes success metrics and a commitment to continuous improvement, adapting to feedback and evolving technology trends.

Moreover, our comprehensive training and support programs are designed to equip city staff with the necessary skills and confidence to leverage these new technologies effectively. In aligning with the City's sustainability goals and compliance requirements, NetXperts



ensures that our services not only meet current needs but also contribute to a more sustainable and compliant future.

In summary, NetXperts stands ready to assist the City of San Fernando in achieving its technological and operational objectives, offering a blend of innovative solutions, strategic foresight, and a commitment to excellence in service delivery.





Section 7 – Proposal Cost Sheets

NetXperts is committed to providing the City of San Fernando with transparent and competitive pricing for IT Managed Services. Our proposal is designed to offer comprehensive services with clear cost breakdowns for each aspect of our service delivery.

Our proposal captures the **requested (2) year term** with **three (1) year optional renewals** below. Increases in annual cost are based on an approximate 3.5% inflation increase.

Item	Year	Vendor	Type	Monthly Cost	Annual Cost
IT Managed Services	1	NetXperts	Monthly Recurring	\$12,975	\$155,700
IT Managed Services	2	NetXperts	Monthly Recurring	\$13,429	\$161,148
IT Managed Services	3	NetXperts	Monthly Recurring	\$13,899	\$166,788
IT Managed Services	4	NetXperts	Monthly Recurring	\$14,385	\$172,620
IT Managed Services	5	NetXperts	Monthly Recurring	\$14,888	\$178,656
Item (Optional)		Vendor	Type	Monthly Cost	
Security Operations Center	1	Quadrant	One-Time	\$7,500	

Optional Services

Security Operations Center Solution by Quadrant covers the City’s staff and servers with 24x7x365 active threat monitoring. *This service is optional and NetXperts is able to partner with other similar services should the City to elect to utilize an alternative service.*

Drawing from our experience with diverse clients like the City of West Hollywood, San Francisco International Airport and Eastern Municipal Water District, we ensure competitive pricing without compromising on quality.



Section 8 – Acceptance of PSA

NetXperts accepts the City’s Professional Services Agreement (PSA) as drafted in Attachment A and has no exceptions to the PSA that should be taken under consideration by the Evaluation Team.





CITY OF SAN FERNANDO

April 8th, 2024

PRESENTED BY:

Tim Femister
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Information Technology Managed
Services: Q&A + Best and Final Offer

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Our Mission: Bridging Digital Gaps



Response to City of San Fernando’s RFP Queries

Proposed Costs & Rates:

In alignment with the City’s request for a best and final offer (BAFO), NetXperts has carefully reviewed our pricing structure and proposes the following competitive rates. We believe these rates reflect our commitment to providing value while considering the City’s budgetary framework. To achieve cost savings, we are open to adjusting our onsite IT resource work schedule to forty (40) hours per week, Monday-Thursday, or Monday-Friday arrangement. Additionally, we are prepared to offer competitive per unit costs for hardware and software procurement. Through strategic partnerships, and CMAS purchasing agreements, we are confident in our ability to supply the City with cost-effective solutions.

NetXperts is committed to providing the City of San Fernando with transparent and competitive pricing for IT Managed Services. Our proposal is designed to offer comprehensive services with clear cost breakdowns for each aspect of our service delivery. Our proposal captures the requested (2) year term with three (1) year optional renewals below. Increases in annual cost are based on an approximate 3.5% inflation increase.

Item	Year	Vendor	Type	Monthly Cost	Annual Cost
IT Managed Services	1	NetXperts	Monthly Recurring	\$12,475.00	\$149,700.00
IT Managed Services	2	NetXperts	Monthly Recurring	\$12,911.63	\$154,939.50
IT Managed Services	3	NetXperts	Monthly Recurring	\$13,363.54	\$160,362.45
IT Managed Services	4	NetXperts	Monthly Recurring	\$13,831.26	\$165,975.17
IT Managed Services	5	NetXperts	Monthly Recurring	\$14,315.35	\$171,784.25

Software Options:

NetXperts is dedicated to tailoring our services to align perfectly with the City of San Fernando's requirements. While we have invested in a suite of state-of-the-art tools that we believe are robust and effective, our primary commitment is to fulfill the specific needs of your IT ecosystem.



We are fully prepared to integrate with the software platforms that the City prefers. Should the City identify functionalities that are not met by our existing tools, we are open to evaluating and incorporating your preferred solutions. Our goal is to provide a seamless experience that bridges any gaps, ensuring that we deliver a similar cost structure and maintain the high standards of service you expect.

As a software-agnostic provider, we believe the true measure of our service is how well it meets the unique challenges and demands of the City. We are keen to engage in detailed discussions about platform requirements and are ready to review any critical software needs to ensure we deliver the most suitable, efficient, and cost-effective tools for the City of San Fernando.

IT Roadmap Development:

Our service package comprehensively includes IT Roadmap Development at no additional cost. We understand the importance of strategic long-term planning and are committed to aligning IT initiatives with the City's growth and innovation goals.

IT Incident Response Plan Development:

Yes, the development of an IT Incident Response Plan is an integral component of our service offering. NetXperts recognizes the critical nature of readiness and rapid response to IT incidents and provides this service within the proposed rates.

ERP Migration Experience:

NetXperts proposes to partner with specialized ERP migration firms that bring extensive experience with municipal and private sector projects. This collaborative approach ensures that ERP migration is handled with the highest level of expertise and aligns with industry best practices.

Final Statement of Value:

In closing, NetXperts stands out from the current service provider by offering a blend of innovation, agility, and bespoke service. With more than 28 years of experience and successful partnerships with cities like West Hollywood, we possess a profound understanding of the unique challenges faced by municipalities. Our commitment to providing cost-effective and strategically planned solutions, coupled with our track record of excellence in service delivery, positions NetXperts as the ideal transformative partner for the City of San Fernando.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk
Crystal Solis, Deputy City Clerk/Management Analyst

Date: May 20, 2024

Subject: Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8302 (Attachment "A") authorizing the City Clerk and City Attorney to destroy obsolete records per the Destruction List Approval (Exhibit "A" to Attachment "A") and detailed in the Request for Destruction of Records (Exhibit "B" to Attachment "A") pursuant to the State of California, Government Code Section 34090 and the City's approved Records Retention Schedule for the Maintenance and Disposition of Records;
- b. Authorize the City Clerk to certify the Certificate of Destruction (Exhibit "C" to Attachment "A"); and
- c. Authorize the City Clerk to take all related actions to dispose of such records.

BACKGROUND:

1. On November 5, 2001, the City Council adopted Resolution No. 6806 (Attachment "B") that approved the City's Records Retention Schedule for the Maintenance and Disposition of Record's Policy and Procedures (the "Policy"). The Policy is used to assign a retention timeframe for records in the custody of each City department and appropriately provides clear and concise direction to staff for the management of City records.
2. On April 17, 2023, the City Council adopted Resolution No. 8226 approving the disposition and destruction of 138 boxes of records that were no longer required to be retained.

Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records

Page 2 of 3

ANALYSIS:

As a public agency, the City is required to actively, and appropriately manage its public records in accordance with Federal and State laws ensuring that the public and other interested parties have open, transparent and easily access City records, while allowing for reasonable destruction of records when necessary.

The Policy, which the City Council adopted in 2001, serves to ensure compliance with legal and regulatory requirements regarding record retention while managing space efficiently and safeguarding sensitive information. By establishing guidelines for the secure disposal of obsolete records, the Policy reduces the risk of privacy breaches and unauthorized access, while also optimizing resource allocation by eliminating unnecessary storage costs. The Policy also promotes efficient access to relevant information by prioritizing the retention of essential records, enhancing overall organizational efficiency and effectiveness in information management.

The City's Policy authorizes the disposition of City records in accordance with the State of California Government Code Section 34090 by written consent and approval of the City Clerk and the City Attorney. Upon final approval of the City Council, the City Clerk may destroy any City record, document, instrument, book or paper, under their charge, without making a copy thereof, after the same is no longer required. The proposed Resolution does not authorize the destruction of permanent records set forth in Government Code Section 34090, which includes: (a) records affecting the title of real property or liens thereon; (b) court records on any subject where litigation is pending; (c) records required to be kept by statute; (d) the minutes, ordinances or resolutions of the legislative body.

Since adoption of the Policy, Departments have requested authorization to destroy certain records, generally facilitated through an annual obsolete records destruction event. The Policy has been successful in appropriately providing direction to staff for each departments management of City records, eliminating duplication of effort, and minimizing and reducing storage space and costs and creating space for the storage of new records.

The following Departments have identified certain records (Exhibit "B" to Attachment "A") that qualify for destruction:

Finance	14	Boxes
Police	18	Boxes
Recreation and Community Services	2	Boxes
Total	34	Boxes

Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records
Page 3 of 3

BUDGET IMPACT:

The cost to destroy these records is approximately \$4.50 per box and the funds are included in the Fiscal Year 2023-2024 Adopted Budget. The cost will be apportioned to each Department based on the number of boxes to be destroyed.

CONCLUSION:

Staff requests City Council approval for the disposition and destruction of approximately 34 boxes of records that are old, obsolete and no longer necessary for the day-to-day administration of the City. Pursuant to California Government Code Section 34090 and the City's adopted Resolution No. 6806, these records are eligible for destruction and the removal of these boxes will assist in creating storage space for new records.

ATTACHMENTS:

- A. Resolution No. 8302, including:
 - Exhibit "A": Destruction List Approval
 - Exhibit "B": Request for Destruction of Records
 - Exhibit "C": Certificate of Destruction
- B. Resolution No. 6806

RESOLUTION NO. 8302

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

WHEREAS, Section 34090 of the Government Code of the State of California provides for the destruction of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney;

WHEREAS, the City Clerk and City Attorney have consented to the destruction of such documents and records Destruction List Approval (Exhibit "A"); and

WHEREAS, a list of City records and documents recommended for destruction has been prepared, attached hereto as Exhibit "B", Request for Destruction of Records; and in the opinion of the Department Head concerned, said City records and documents are no longer required.

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

SECTION 1. The City Clerk and City Attorney have requested authorization to destroy a detailed list of records (Exhibit "A"). The City Clerk is hereby authorized and directed to destroy those items listed in Exhibit "B" pursuant to procedures established in Resolution No. 6806 adopting the City's Retention Schedule for the Maintenance and Disposition of Records Policy and Procedures of the City of San Fernando. When the records are destroyed, the Certificate of Destruction (Exhibit "C") must be completed and original form must be filed with the City Clerk to be maintained as a permanent record attached to this Resolution.

SECTION 2. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 20th day of May, 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. 8302 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 20th day of May, 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 May, 2024.


Julia Fritz, City Clerk

DESTRUCTION LIST APPROVAL

Attached is a Request for Destruction of Records submitted by Julia Fritz, City Clerk, requesting authorization to destroy the records described in the detailed list which is included with the attached request.

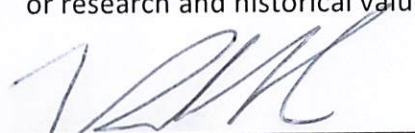
Pursuant to San Fernando City Council Resolution No. 6806, the types of records listed in the City's current records retention schedule are authorized for disposition as outlined in that schedule upon the written consent of the City Clerk and the City Attorney and approval by the City Council. The review by the City Clerk and the City Attorney must include the determination that the records requested for destruction no longer have any administrative value, legal value, evidential value, fiscal value, or research and historical value. The resolution also provides that the destruction of any record shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature must be shredded, under the direct supervision of the City Clerk.

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with the established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction and to the department-proposed method of destruction unless otherwise noted below.


City Clerk

5-14-2024
Date

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction.


City Attorney

5-14-24
Date

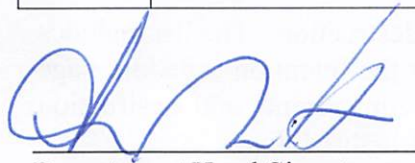
EXHIBIT "B"**REQUEST FOR DESTRUCTION OF RECORDS****DEPARTMENT: FINANCE**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Correspondence Water Receipts	12	March 2020 – May 2020	A+2	
2	Correspondence Water Receipts	12	June 2020 – August 2020	A+2	
3	Correspondence Water Receipts	12	September 2020 – November 2020	A+2	
4	Correspondence Water Receipts	12	December 2020 – February 2021	A+2	
5	Warrants (Paid) AP	14	FY 2017/2018	A+5	
6	Warrants (Paid) AP	14	FY 2017/2018	A+5	
7	Warrants (Paid) AP	14	FY 2017/2018	A+5	
8	Warrants (Paid) AP	14	FY 2017/2018	A+5	
9	Warrants (Paid) AP	14	FY 2017/2018	A+5	
10	Warrants (Paid) AP	14	FY 2017/2018	A+5	
11	Warrants (Paid) AP	14	FY 2017/2018	A+5	
12	Warrants (Paid) AP	14	FY 2017/2018	A+5	
13	Warrants (Paid) AP	14	FY 2017/2018	A+5	
14	Warrants (Paid) AP	14	FY 2017/2018	A+5	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date



Department Head Signature

Finance
Department

4/15/2024
Date

EXHIBIT "A"

REQUEST FOR DESTRUCTION OF RECORDS

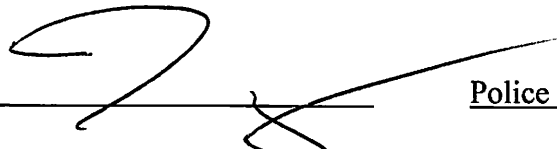
DEPARTMENT: POLICE DEPARTMENT

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Package No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Incident Reports	22	1993	3 Years	May 2024
	Traffic Collisions	24	1993	5 Years	
	Arrest Records: Misdemeanor	22	1993	10 Years	
	Arrest Records: Felony	22	1993	10 Years	
	Arrest Records: Traffic Warrants	21	1993	2 Years	
	Arrest Records: DA Reject	21	1993	4 Years	
2	Incident Reports	22	1995	3 Years	May 2024
	Traffic Collisions	24	1995	5 Years	
	Arrest Records: Misdemeanor	22	1995	10 Years	
	Arrest Records: Traffic Warrants	21	1995	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1995	10 Years	
	Arrest Records: DA Reject	21	1995	4 Years	
3	Incident Reports	22	1999	3 Years	May 2024
	Vehicle Impounds	25	1999	3 Years	
	Arrest Records: Misdemeanor	22	1999	10 Years	
	Arrest Records: Felony	22	1999	10 Years	
	Arrest Records: Traffic Warrants	21	1999	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1999	10 Years	
	Arrest Records: DA Reject	21	1999	4 Years	

4	Incident Reports	22	1995-1996	3 Years	May 2024
	Traffic Collisions	24	1995-1996	5 Years	
	Arrest Records: Misdemeanor	22	1995-1996	10 Years	
	Arrest Records: Traffic Warrants	21	1995-1996	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1995-1996	10 Years	
	Arrest Records: DA Reject	21	1995-1996	4 Years	
5	Incident Reports	22	1993	3 Years	May 2024
	Traffic Collisions	24	1993	5 Years	
	Vehicle Impounds	25	1993	3 Years	
	Arrest Records: Misdemeanor	22	1993	10 Years	
	Arrest Records: Felony	22	1993	10 Years	
	Arrest Records: Non-Traffic Warrants	22	1993	10 Years	
6	Officer's/Sergeant's Logs	22	2009	3 Years	May 2024
7	Officer's/Sergeant's Logs	22	2010	3 Years	May 2024
8	Officer's/Sergeant's Logs	22	2011	3 Years	May 2024
9	Officer's/Sergeant's Logs	22	2012	3 Years	May 2024
10	Officer's/Sergeant's Logs	22	2013	3 Years	May 2024
11	Officer's/Sergeant's Logs	22	2014	3 Years	May 2024
12	Officer's/Sergeant's Logs	22	2015	3 Years	May 2024
13	Duplicate Copies of Payroll	24	2016-2017	6 Months	May 2024
14	Duplicate Copies of Payroll	24	2016-2017	6 Months	May 2024
15	Duplicate Copies of Payroll	24	2016-2017	6 Months	May 2024
16	Police Officer Applications	22	2016-2018	5 Years	May 2024
17	Background Files	22	2017-2018	5 Years	May 2024
18	Background Files	22	2014-2017	5 Years	May 2024



 Department Head Signature Police Department 5/13/2024 Date

EXHIBIT "B"

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: RECREATION AND COMMUNITY SERVICES

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Summer Camp Program Registration	30	2017	5 years	2024
1	Summer Camp Program Registration	30	2018	5 years	2024
2	3 Wins Program Registration	30	2017	5 years	2024
2	3Wins Program Registration	30	2018	5 years	2024
2	Deposit Slips	14	2018	5 years	2024
2	Deposit Slips	14	Jan-Feb 2019	5 years	2024


 Department Head Signature

Recreation & Community Services
 Department

4/4/24
 Date

CERTIFICATE OF DESTRUCTION

I hereby certify that the destruction of the records described in the attached list was approved by the San Fernando City Clerk and City Attorney on _____, pursuant to the authority provided by San Fernando City Council Resolution No. 6806. The approved method of destruction for these records is shredding.

City Clerk

Date

I hereby certify that, pursuant to the forgoing authority, the records described in the attached list as requested by City Clerk Julia Fritz were destroyed on: _____. I further certify that the method of destruction used was shredding and that I, Julia Fritz supervised the destruction of said records.

Signature

Title

Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

**CITY OF SAN FERNANDO
CITY COUNCIL
RESOLUTION NO. 6806**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ADOPTING A RETENTION
SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF
RECORDS.**

The City Council of the City of San Fernando hereby finds and resolves:

WHEREAS, the retention of numerous records is unnecessary after a certain period of time for the effective and efficient operation of the government of the City of San Fernando.

WHEREAS, the approval of guidelines for the ongoing disposition of obsolete City records will assist the City in the effective management of records, as well as provide for the efficient review of records proposed for disposal.

WHEREAS, Section 34090, et seq. of the Government Code of the State of California provides the parameters whereby any City record which has served its purpose and is no longer required may be destroyed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Fernando as follows:

Section 1. The attached Records Retention Schedule, which is attached hereto as Appendix I and incorporated herein by this reference, is hereby approved.

Section 2. The types of records identified in the Records Retention Schedule, generated or received by the City are hereby authorized for disposition as outlined in that schedule in accordance with Section 34090, et seq. of the Government Code of the State of California, upon the written consent of the City Clerk and the City Attorney, and with the approval of the City Council of the City.

Section 3. Upon such written consent and approval, the City Clerk may destroy any City record, document, instrument, book or paper, under his or her charge, without making a copy thereof, after the same is no longer required. This resolution does not authorize the destruction of permanent records set forth in Government Code Section 34090, which include: (a) records affecting the title of real property or liens thereon; (b) court records on any subject where litigation is pending; (c) records required to be kept by statute; (d) records less than two years old; (e) the minutes, ordinances or resolutions of the legislative body or of a City Board or Commission. The review by the City Clerk and the City Attorney shall include the determination that the subject records no longer have any administrative value, legal value, evidential value, fiscal value or research and historical value.

Section 4. The destruction of any record as provided for herein shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature shall be shredded, under the direct supervision of the City Clerk.

Section 5. The term “record” or “records,” as defined in Government Code Section 14741 and as used herein, shall mean all papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by the City, regardless of physical form or characteristics; that the term “public records,” as defined in Government Code Section 6252 and used herein, shall include any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by the City regardless of physical form or characteristics; and that the term “writing,” as defined in Government Code Section 6252 and as used herein, shall mean handwriting, typewriting, printing, photostating, photographing and every other means of recording upon any form of communication or representation, including letters, words, pictures, sounds, or symbol, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums and other documents.

Section 6. Any records not specified in the Records Retention Schedule shall not be destroyed without the express approval of the City Attorney and a resolution acted upon by the City Council.

Section 7. On each occasion that a Department Head requests the destruction of records, such request shall be made on a “Request for Destruction of Records” form (see attached sample identified as Exhibit “A”). This form shall include the finding that all of the records are more than two years old and/or have been retained for the minimum retention period as specified in this resolution. This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal or research and historical value. This form shall also indicate that it includes or has attached to it a detailed list of all of the records with a description sufficient for identification, including the year of the record, the category from the Records Retention Schedule, and a specific description of the record. The City Clerk and the City Attorney shall authorize the destruction of records on a “Destruction List Approval” form (see attached sample identified as Exhibit “B”). This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal, research or historical value. This form shall also indicate that attached to it is the “Request for Destruction of Records” form and a detailed list of records submitted by the Department Head. A “Certificate of Destruction” form (see attached sample form identified as Exhibit “C”) shall be completed when the records have been destroyed. This form shall stipulate the date of the destruction, the destruction method used and who supervised the destruction. If the Department Head designates the records for microfilming, a “Request for Microfilming” form should be submitted to the City Clerk for processing (see attached sample form identified as Exhibit “D”). All four forms shall be maintained as permanent City records in the City Clerk’s office. While the attached sample forms may be changed periodically and may even be consolidated, each of them shall retain the titles shown and shall contain the required information specified in this section.

Section 8. Pursuant to Section 34090.7 of the Government Code of the State of California, notwithstanding the provisions of Section 34090, the City Council may prescribe a procedure under which duplicates of City records less than two years old may be destroyed if they are no longer required.

Section 9. The City Council hereby authorizes destruction of duplicate records, utilizing Exhibit "E," attached hereto, with the approval of the Department Head, the City Clerk and the City Attorney.

Section 10. The Records Retention Schedule shall be reviewed on an annual basis by the City Clerk. The review process shall include a legal analysis with regard to any changes in the various statutes. Following a thorough review, the City Clerk shall present the entire Records Retention Schedule with any recommended changes to the City Council for approval.

Section 11. Pursuant to Government Code Section 6200 relating to offenses by an official custodian, every officer having the custody of any record, map or book, or of any paper or proceeding of any court, filed or deposited in any public office, or placed in his or her hands for any purpose, is punishable by imprisonment in the state prison for two, three or four years if, as to the whole or any part of the record, map, book, paper or proceeding, the officer willfully does or permits any other person to do any of the following: (a) steal, remove or secrete; (b) destroy, mutilate or deface; or (c) alter or falsify. Pursuant to Section 6201, relating to offenses by persons other than custodial officers, every person not an officer referred to in Section 6200, who is guilty of any of the acts specified in that section, is punishable by imprisonment in the state prison, or in a county jail not exceeding one year, or by a fine not exceeding one thousand dollars (\$1,000), or by both such fine and imprisonment.

Section 12. Resolution No. 6156 is hereby rescinded.

Section 13. This resolution shall be in full force and effect immediately upon its passage and adoption thereof.

PASSED, APPROVED and ADOPTED this 5th day of Nov., 2001.

ATTEST:

Wilma Miller
CITY CLERK

Cindy Martinez
MAYOR

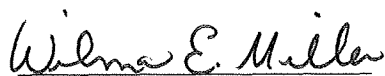
APPROVED AS TO FORM:

Michael E. [Signature]
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I, Wilma Miller, City Clerk of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of San Fernando held on the 5th day of October, 2001, and was carried by the following roll call vote:

AYES: Montanez, Hernandez, De La Torre, Di Tomaso, Ramos - 5
NOES: None - 0
ABSENT: None - 0


City Clerk

SAMPLE FORM - EXHIBIT A

REQUEST FOR DESTRUCTION OF RECORDS

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum retention period specified in Resolution No. _____. I further certify that the records listed no longer have any administrative, legal, evidential, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

<u>Box No.</u>	<u>Record Series Title & Contents</u>	<u>Retention Schedule Page No.</u>	<u>Date(s) of Records</u>	<u>Retention Requirements</u>	<u>Destruction Date</u>
1	Fin. - Correspondence	1	1991-1992 <i>(FOR EXAMPLE)</i>	3 years	1995

 Department Head Signature Department Date

SAMPLE FORM - EXHIBIT "B"

DESTRUCTION LIST APPROVAL

Attached is a Request for Destruction of Records submitted by _____
(Department Head) of the _____ Department, dated _____
requesting authorization to destroy the records described in the detailed list which is included with
the (attached) request.

Pursuant to San Fernando City Council Resolution No. 01-_____, the types of records listed in
the City's current records retention schedule are authorized for disposition as outlined in that
schedule upon the written consent of the City Clerk and the City Attorney and approval by the
City Council. The review by the City Clerk and the City Attorney must include the determination
that the records requested for destruction no longer have any administrative value, legal value,
evidential value, fiscal value, or research and historical value. The resolution also provides that
the destruction of any record shall be by disposal, recycling, shredding or other effective method
of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature
must be shredded, under the direct supervision of the City Clerk.

--

I have reviewed the list of records described in the attached request for destruction and have
found the listed records to be in compliance with the established retention requirements. I have
also determined that the subject records no longer have any administrative, legal, evidential, fiscal,
or research and historical value. I hereby consent to their destruction and to the department-
proposed method of destruction unless otherwise noted below.

City Clerk

Date

I have reviewed the list of records described in the attached request for destruction and have
found the listed records to be in compliance with the established retention requirements. I have
also determined that the subject records no longer have any administrative, legal, evidential, fiscal,
or research and historical value. I hereby consent to their destruction.

City Attorney

Date

SAMPLE FORM - EXHIBIT "C"

CERTIFICATE OF DESTRUCTION

I hereby certify that the destruction of the records described in the attached list was approved by the San Fernando City Clerk on (date) _____ and by the City Attorney on (date) _____ pursuant to the authority provided by San Fernando City Council Resolution No. 01-____. The approved method of destruction for these records is

_____.

City Clerk

Date

I hereby certify that, pursuant to the foregoing authority, the records described in the attached list as requested by the _____ Department were destroyed on (date) _____.

I further certify that the method of destruction used was _____ and that I, _____, as the Department Head or his/her designee, supervised the destruction of said records.

Signature

Title

Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

ORIGINAL - TO CITY CLERK
COPY FOR FILE

DEPARTMENT _____

REQUEST FOR MICROFILMING

1. PAGE NO. ON RETENTION SCHEDULE	2. NAME OR TYPE OF FILE OR ITEM	3. APPROXIMATE QUANTITY	4. SIZE OF ITEMS TO BE FILMED	5. FORMAT		6. DISPOSITION OF FILES	
				ROLL	FILE	RETURN	DESTROY

ORIGINAL FILM WILL BE RETAINED BY CITY CLERK'S OFFICE FOR ARCHIVAL STORAGE. ONE COPY WILL BE MADE FOR DEPARTMENT'S USE. IF MORE THAN ONE COPY IS NEEDED, NOTE HERE _____

RECORD COORDINATOR _____

DATE _____

CITY CLERK'S OFFICE

RECEIVED _____

FILMING COMPLETED _____

ROLL NUMBERS _____

DEPARTMENT HEAD _____

FORM D

SAMPLE FORM - EXHIBIT "E"

**DESTRUCTION LIST FOR DUPLICATES
AND OTHER DOCUMENTS NOT REQUIRING
CITY COUNCIL RESOLUTION OR APPROVAL**

<u>Type of Item or Name of File or File Series</u>	<u>Inclusive Dates or Date of Last Item</u>
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APPROVED: _____ Department Head	Date _____
_____ City Clerk	_____ Date
_____ City Attorney	_____ Date

CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Agreements, Contracts & Leases	CL	2	Yes	P	Microfilm or permanent . (Duplicate copies of contract documents are in project files and bid files.) (CCP 337.15)
	Contract Documents					
	Performance Bonds/					
	Contract Bonds					
	Certificates of Insurance					
	Correspondence					
	Annexation Files	P	-	Yes	P	Microfilm or permanent . (GC34090)
	Secretary of State					
	Acceptance Certificate					
	Council Approval					
Other Documentation						
Appointments List	5	-	No	5	(GC34090)	
Assessment District Files	C	3	No	C+3	Duplicate series, official is in Finance. (GC34090)	
Bid Files - Successful Bidder	A+2	8	No	A+10	(Bid file may include duplicate copy of performance bond and certificate of insurance.) (GC34090; CCP 337.15)	
Request for Proposal						
Invitation to Bid						
Notice Inviting Bids						
Proof of Publication						
List of Bidders						
Proposal / Bid						
Letter Awarding Bid						
Bid Files – Unsuccessful Bidders	2	3	No	5	(GC34090)	
Request for Proposal						
Invitation to Bid						
List of Bidders						
Proposal / Bid						
Letter of Notification						
Bond Files	E+2	-	No	E+2	Duplicate series, official is in Finance. (GC34090)	
Budget Files (City)	2	-	No	2	Duplicate series, official is in Finance. (GC34090)	
CC	City History Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	News clippings					
	Photographs					

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Proclamations					
	City Newsletters					
	City Incorporation Documents	P	-	Yes	P	Permanent (GC34090)
	Civil Service Commission	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Agendas – Sworn Originals					
	Civil Service Commission	P	-	Yes	P	Microfilm or permanent (GC34090)
	Minutes & Resolutions					
	Claims	2	-	No	2	Duplicate series, official is in Risk Management. (GC34090)
	Correspondence	2	-	No	2	(GC34090)
	Council Agendas - Sworn	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Originals					
	Council Meetings Notices	3	4	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Special Meetings					
	Adjourned Meetings					
	Council Minutes	P	-	Yes	P	Permanent (GC34090)
	Council Minutes, Resolutions &	S	-	No	S	
	Ordinances Index					
	Council Ordinances	P	-	Yes	P	Permanent (GC34090)
	Council Resolutions	P	-	Yes	P	Permanent (GC34090)
	Deeds Index	S	-	No	S	Deeds are in Real Property files.
	Deeds Transaction Files	CL	2	Yes	P	Microfilm or permanent (GC34090a)
	Correspondence					
	Transmittals					
	Bills of Sale					
	Election Candidate Materials -	T	7	Yes	P	Microfilm or permanent (GC34090; GC81009)
	Candidates Elected					
	Candidate Statement					
	Nomination Papers &					
	Petitions					
	Campaign Statement (FPPC					
	400 Series)					
	Statement of Economic					
	Interest (FPPC Form 721)					
	Oath of Office					
CC	Election Candidate Materials -	2	5	No	7	(GC34090; GC81009)

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Candidates Not Elected Candidate Statement Nomination Papers Campaign Statement (FPPC 400 Series) Statement of Economic Interest (FPPC Form 721)					
	Election Files Legal Notices Proof of Publication Certified List of Candidates	CL+1	4	No	CL+5	(GC81009)
	Election Materials - Roster of Voters (Special Elections)	CL+1	4	No	CL+5	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (EC17300)
	Election Materials - Special Elections Ballots Envelope #4 (Tally Sheets, Copies of Index, Challenge List, Assisted Voters List) Inspectors Receipts for Ballots Precinct Officers Appointment Forms Absentee Applications Absentee I.D. Envelopes Code of Fair Campaign Practices	6 months	-	-	6 months	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (California Constitution Art. XIII)
	Election Petitions Initiatives Referendums Charter Amendments Recalls	8 months	-	-	8 months	(EC17200)
	Election - Precinct Maps	5	-	No	5	(GC34090)
	Environmental Impact Reports & Studies	25	P	Yes	P	Microfilm or permanent (GC34090)

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Equipment Ownership Records Pink Slips Manuals	T+2	-	No	T+2	(GC34090)
	Fidelity Bonds - Designated City Employees Fidelity Bond - City Treasurer Fidelity Bond - City Clerk	E+1	4	No	E+5	(GC34090)
	Franchise Files Agreements Correspondence Reports	CL	2	Yes	P	Microfilm or permanent (GC34090)
	General Plan & Amendments General Plan General Plan Elements	5	2	No	7	Duplicate Series. Official is in Planning. (GC34090)
	Housing Authority Agendas - Sworn Originals	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Housing Authority Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Housing Authority Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)
	Insurance Policies & Certificates City-owned policies	P	-	Yes	P	Microfilm or permanent Excludes Certificate of Insurance for contractors working for the city. (See Agreements, Contracts & Leases.) Excludes Certificates of Insurance for permit-holders (kept by Building Dept.). (GC34090)
	Manuals, Policies, Procedures & Bulletins	S+5	-	No	S+5	(GC34090)
	Municipal Code & Amendments	P	-	Yes	P	Microfilm or permanent (GC34090)
	Parking Authority Agendas - Sworn Originals	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Parking Authority Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Parking Authority Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)
	Planning Commission Agendas – Sworn Originals	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Planning Commission Minutes & Resolutions	5	-	No	5	Duplicate series, originals are in Planning. (GC34090)

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Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Project Files	CL+1	4	No	CL+5	(GC34090)
	Public Hearings Files	CL+1	6	No	CL+7	(GC34090)
	Notice					
	Proof of Publication					
	Transmittal Letter from Department					
	Returned Certified Mail					
	Purchasing Records	2	-	No	2	Duplicate series, official is in Finance. (GC34090)
	Purchase Orders					
	Request for Payment					
	Requisitions					
	Real Property Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	Deeds					
	Easements					
	Liens					
	Condemnations					
Title Insurance Records						
Records Management Documents	P	-	Yes	P	Microfilm or permanent (GC34090)	
Retention Schedules						
Destroyed Records Lists						
Stored Records Lists						
Redevelopment Agency Agendas - Sworn Originals	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)	
Redevelopment Agency Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)	
Redevelopment Agency Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)	
Software & Documentation	S	-	No	S	(Note: Nonrecord)	
Statement of Economic Interest - Designated City Employees, Officeholders & Appointees	5	P	Yes	P	Microfilm or permanent (GC81009)	

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Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	FPPC Form 730 - City Employees					
	FPPC Form 721 - Officeholders & Appointees					
	Studies & Reports	2	-	No	2	(GC34090)
	Subject & Correspondence Files	2	-	No	2	(GC34090)
	Uniform Codes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building Code					
	Mechanical Code					
National Electrical Code						
Plumbing Code						

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Block Grants					
Plan	Grants - CDBG Program Administration Files	C	4	No	C+4	7 CFR 3016.42
	Grants - CDBG Project Administration Files	C	4	No	C+4	7 CFR 3016.42
	Grants - Grant Administration & Implementation Files	C	4	No	C+4	7 CFR 3016.42
	Building & Safety					
B & S	Building & Safety - Address Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building & Safety - Building Numbering Maps	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building & Safety - Counter Manual: Fee Schedules Procedures & Instructions	S	-	No	S	(GC34090)
	Building & Safety - Disaster Response Program Files Disaster Response Plan Resources/Contacts Lists	S	2	No	S+2	(GC34090)
	Building & Safety - Earthquake Records - Inspections/Address Log	C	5	No	C + 5	(GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
B & S	Building & Safety - Plan Review Files: Building Permits Plumbing Permits Electrical Permits Heating/Ventilation/A.C. Permits Sign permits Inspections Record Sheets Drawings Certificates of Occupancy Substandard Housing Abatement Correspondence & Backup Data	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Building & Safety - Plans & Drawings (Commercial Structures)	T	-	-	T	(H&S 19850)
	Building & Safety - Plans & Drawings (Residential)	T	-	-	T	(H&S 19850)
	Building & Safety - Sewer Maps & Indexes	P	-	Yes	P	(GC 34090)
	Disaster Incidents Files: Damage Reports/Assessments & Supporting Data	A	5	No	A+5	Note: This record is for files documentary disaster incidents damages and claims for reimbursement from agencies such as FEMA an DES (GC 34090)
	Engineering - Grading Bonds & Releases	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Engineering – Grading Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Code Enforcement					
B & S	Code Enforcement – Case Files	C	3		C+3	(PC 801)
	Planning					
Plan	Administrative Permits, e.g., Modifications, Outdoor dining	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Appeals:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Decisions					
	Directors Decisions					
	Business Registration	E	4	No	E+4	(B&P 17927)
	Case Logs (Project Logs)	P	-	Yes	P	Microfilm or permanent (GC 34090)
	CEQA Legal Notices:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Notices of Exemption					
	Notices of Completion					
	Notices of Preparation					
	Notices of Determination					
	Development Review:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Agendas					
	Declaration of Postings					
	Minutes					
	Correspondence					
	Economic Development	P	-	Yes	P	Microfilm or permanent (GC 34090)
	General Plan Records:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Environmental documents					
	Correspondence & Supporting Data					
	Land Divisions	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Plan	Lot Line Adjustments	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Minor Development Permits:	C	5	No	C+5	(GC 34090)
	Parcel Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Agendas:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Original Agendas;					
	Declarations of Posting					
	Planning Commission Meetings - Audio Tapes	1	-	No	1	(GC 34090.7)
	Planning Commission Minutes	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Notices	5	-	No	5	(GC 34090)
	Planning Commission Packets	5	-	No	5	(GC 34090)
	Planning Commission Reference Collection:	4	-	No	4	(GC 34090)
	Reports & Studies from Outside Sources;					
Planning Texts (Guides, Procedures, Reference);						
Planning Publications/ Periodicals;						
Legislation						
Planning Commission Resolutions	P	-	Yes	P	Microfilm or permanent (GC 34090)	

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Plan	Planning - Project Files (Unclassified Use Permits): Environmental Documents Correspondence Applications & Supporting Data	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning - Public Information Materials (Front Counter): Zoning Standards Applications & Checklists Procedures & Guidelines Consultants Lists Fees Schedules Maps, Plans & Drawings (Public Viewing Copies)	AR	2	No	AR + 2	(GC 34090.7)
	Sign Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Site Plan Review	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Specific Projects	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Temporary Use Permits	C	3	No	C+3	(GC 34090)
	Tract Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Unclassified Use Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Variances	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Zoning Changes/General Plan Amendments	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Accounting/Administrative					
Fin	Annual Reports	2	P	Yes	P	Microfilm or Permanent, includes State Controller, Street Annual Gas Tax (GC34090)
	Audit Proposals - Successful with Related Documents	C	P	Yes	P	Microfilm or permanent; file successful bids with contract in City Clerk's office (CCP 337)
	Audit Proposals - Unsuccessful/Rejected with Related Documents	2	-	No	3	(GC34090)
	Annual Audit Reports	2	P	Yes	P	Microfilm or permanent (GC34090)
	Audit Reports, Grants	2	P	Yes	P	Microfilm or permanent (GC34090)
	Cash Statements	2	5	No	7	(GC34090)
	Chart of Accounts	2	P	Yes	P	Microfilm or permanent (GC34090)
Treas	Check Registers	2	3	No	5	(GC34090, CCP 337)
Fin	Correspondence	2	1	No	3	(GC34090)
	Fiscal Analysis	2	5	No	7	(GC34090)
	Fixed Assets Inventories	5	-	No	5	(GC34090)
	Fund Advances	2	5	No	7	(GC34090)
	Fund Transfers	2	5	No	7	(GC34090)
	General Ledgers, Trial Bal, Rev and Exp	2	8	No	A+10	(GC34090; CCP 337)
	Grant Audit Reports	2	P	Yes	P	Microfilm or permanent (GC34090)
	Grant Financial Records	2	5	No	CL+7	(GC34090; 7CFR 3016.42)
	Grants, Successful, w/Related Documents	2	5	No	CL+7	(GC34090; CFR 3016.42)
	Grants, Unsuccessful	2	1	No	3	(GC34090)
	Journal Entries/Vouchers	3	7	No	A+10	(GC34090; CCP 337)
	Petty Cash Vouchers	2	5	No	7	(GC34090)
	Policies & Procedures, Finance Dept.	S	-	Yes	S+10	(GC34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Fin	Refundable Deposits	2	5	No	7	(GC34090)
	Regulations & Policy, City	C	2	No	C+2	(GC34090)
	Reports & Studies (Special City)	C	P	Yes	P	Microfilm or permanent for research/historic value (GC34090)
	Reports, Accounting	2	5	No	A+7	(GC34090)
Treas	Reports, Treasurer's	2	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Warrant Registers, A/P	P	-	Yes	P	Microfilm or permanent (GC34090)
Fin	Worksheets & Back-up data	2	-	No	2	(GC34090)
	Accounts Payable & Purchasing					
Fin	1099 Forms	2	3	No	5	(GC34090)
	Accounts Payable	A+2	3	No	A+5	(GC34090)
	Bid Notices/Affidavits of Publication	C	P	Yes	P	Microfilm or permanent (GC34090)
	Bids for Equipment/ Supplies Cancelled	2	1	No	3	(GC34090)
	Successful with Related Documents	A	5	No	A+5	(File successful bids with contracts in City Clerk's office (GC34090; CCP 337)
	Unsuccessful/Rejected with Related Documents	2	1	No	3	(GC34090)
	Bids for Services					
	Equipment Disposition; Auction Lists, Reports, Bills of Sale	A	4	No	A +4	Audit +4 years after disposition of equipment (GC34090)
	Equipment Purchase Agreements	C		No	C+10	Current + 10 years after disposition of equipment (original contract with City Clerk) (GC34090; CCP 337.15)
	Purchase Requisitions	A+2	3	No	A+5	If grant-related, 3 years after disposal or per specific grant requirements; may wish to keep equipment P.O.'s until disposal of equipment (GC34090; CCP 337)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Assessment District Financial Records					
Fin	Assessment District – Financial Records (Assessed Valuations Correspondence)	C	P	Yes	P	Microfilm or permanent (GC34090)
	Assessment Proceedings	C	3	No	C + 3	(GC34090)
	Financing Programs – Reference	C	3	No	C + 3	(GC34090)
	Banking					
Fin	Agreements, Banking (Copy)	T	3	No	T+3	(GC34090)
Treas	Armored Transport Receipts	2	-	No	2	(GC34090)
	Checks & Credit Card Slips, Returned	2	3	No	5	(GC34090)
	Checks, Cancelled, General	2	3	No	5	Includes Payroll & Housing (GC34090)
	Checks, Stale-Dated, Checks Unused	2	1	No	3	(GC34090)
Fin	Debit/Credit Memos	2	3	No	5	(GC34090)
	Deposit Corrections	2	3	No	5	(GC34090)
Treas	Deposit Slips/Receipts	2	3	No	5	(GC34090)
Fin	Reports, Banking	2	3	No	5	(GC34090)
Treas	Signature Authorization Cards, Faxes	A	5	No	A+5	(GC34090)
Fin	Statements & Reconciliations	2	3	No	5	(GC34090; 26 CFR 31.6001-1)
	Stop Payments	2	3	No	5	(GC34090; 26 CFR 31.6001-1)
	Warrants (Paid) (A/P)	A+2	3	No	A+5	(GC34090)
	Wire Transfers	2	3	No	5	(GC34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Bond Issues/Debt Service						
Fin	Bond Authorization & Related Public Hearing Records, Investor Lists, Prospectus, Accepted Proposals, Certificates, Notices, Correspondence	CL	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Bond Bids/Proposals, Rejected	2	1	No	3	(GC34090)
	Bond Registers	C	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Bonds & Coupons, Paid/ Canceled (Revenue Bonds)	CL	3	No	CL +3	(GC34090; GC53921)
Budgeting						
Fin	Budget, Annual City	2	P	Yes	P	Microfilm or permanent (GC34090)
	Budget, Capital Improvements	2	-	Yes	P	Microfilm or permanent (GC34090)
	Budget, Departmental	2	1	No	3	(GC34090)
	Budget Manual & Calendar	2	1	No	3	(GC34090)
	Budget Requests, Departmental	2	1	No	3	(GC34090)
	Budget Requests, External	2	1	No	3	(GC34090)
	Budget, Revenue Sharing	2	P	Yes	P	Microfilm or permanent (GC34090)
	Revenue Estimates	2	3	No	5	(GC34090)
Funding/Grants						
Fin	HIDTA	CL	7	No	CL+7	(GC34090)
	OCJP	CL	7	No	CL+7	(GC34090)
	Prop A	CL	7	No	CL+7	(GC34090)
	Prop C	CL	7	No	CL+7	(GC34090)
	State Gas Tax	CL	7	No	CL+7	(GC34090)
Investments						
Fin	Certificates of Deposit	2	3	No	5	(GC34090)
	Investment Portfolio; Statements & Related documents	C	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5; GC53607)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Payroll						
Fin	Deductions/Authorizations	T	4	No	T +4	Including leave slip, W-2 forms (GC34090; 29 CFR 516.2) (GC34090) Microfilm or permanent (GC34090) Microfilm or permanent (GC34090) Microfilm or permanent (GC34090, GC37207) (26 CFR 31.6001-1) Microfilm or permanent (GC34090) (29 USC 436) (29 CFR 516.2-516.6) (GC34090) (29 CFR 516.2-516.6) (29 CFR 516.2-516.6)
	Employee Salary Verifications	3	-	No	3	
	Individual Employee Payroll	T	P	Yes	P	
	Payroll Master	S	P	Yes	P	
	Payroll Registers	T	P	Yes	P	
	Payroll Reports	T	4	No	T +4	
	Retirement Reports (PERS, PARS)	T	P	Yes	P	
	Tax Records	2	4	No	6	
	Time Cards/Sheets	1	4	No	5	
	Travel/Mileage Expenses	2	3	No	5	
	Vacation/Sick Leave Reports	T	4	No	T+4	
	W-2 Forms/Reports	2	4	No	6	
Pension & Retirement Funds Report						
Fin	Deferred Compensation Reports	C	P	Yes	P	Microfilm or permanent (GC34090)
	Retirement Plan Agreements (including PERS, PARS), Amendments, Related Records	C	P	Yes	P	Microfilm or permanent; file original contracts with City Clerk (GC34090)
	Retirement Plan Reports	C	P	Yes	P	Microfilm or permanent (GC34090)
Revenues & Taxation						
Treas	Accounts Receivable	2	3	No	A +5	(GC34090)
Fin	Alarm Permits	T	3	No	T+3	(GC34090)
BL	Business License Applications	T	4	No	T+4	(GC34090; CCP 337)
	Business License - Revocations	T	4	No	T+4	(GC34090; CCP 337)
	Business Licenses/Renewals	T	4	No	T+4	(GC34090; CCP 337)
Fin	Census Records	P	-	Yes	P	Microfilm or permanent (GC34090)
	Excise Tax	2	3	No	5	(GC34090)
	False Alarms	C	3	No	C+3	Retain in department while current (GC34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Fin	Fee Schedules	S	P	Yes	P	Microfilm or permanent (City Clerk should append to Resolution of adoption) (GC34090)
	Fee Studies	C	P	Yes	P	Microfilm or permanent (GC34090)
	Fee Waiver Requests	T	3	No	T+3	(GC34090)
	Funding Applications (Includes State & Local Sources)	2	3	No	A +5	(GC34090)
Treas	Property Tax	2	3	No	5	(GC34090)
Fin	Revenue Receipts/Reports	2	3	No	A+5	(GC34090)
	Sales and Use Tax	2	3	No	5	(GC34090)
Treas	T.O.T.	2	3	No	5	(GC34090)
	Treasurer Bank Statements	A+2	-	No	A+2	(FC3368, FC30210; GC43900, et seq.)
	U.U.T.	2	3	No	5	(GC34090)

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CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description LEGAL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Legal	Amicus Curiae and Misc	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Appeals, Civil	C+1	3	No	C+4	(CCP 583.320(a)(3); GC34090)
	Bankruptcy	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Case Log and/or Index	P	-	Yes	P	Microfilm or permanent (GC34090)
	Correspondence	2	-	No	2	(GC34090)
	Litigation – Anti-Trust	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Case Listing	P	-	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Civil – Non Tort	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Civil Tort	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Criminal	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – General	C+1	3	No	C+4	(GC34090)
	Litigation – High Profile	P	-	Yes	P	Microfilm or permanent (GC34090)
	Prosecutions	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Subpoenas	C+1	3	No	C+4	(GC34090)

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CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description PERSONNEL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pers	Employee Benefits Administration Records: Plan Documents; Enrollment Forms; Correspondence and Backup Data	P	-	Yes	P	Microfilm or permanent (29 USC 1113)
	Employee Rights (Non-Sworn Employees): Arbitration, Grievances, Union Requests, Complaints, Disciplinary Actions	T	2	No	T+2	(GC12946, 29 USC 211, 203, 207)
	Hourly Employees	T	6		T+6	(GC 12946; 29 CFR 1627.3)
	Negotiation	P	-	Yes	P	Microfilm or permanent (29 USC 211, 203, 207)
	PERS, Social Security, SSI	P	-	Yes	P	Microfilm or permanent (29 CFR 1627.3; GC12946, GC34090)
	Personnel – Employee Handbook	P	-	Yes	P	Microfilm or permanent (GC34090)
	Personnel – Employee Incentive Award Program Files: Suggestion Forms; Correspondence and Backup Data	2	-	No	2	(GC34090)
	Personnel Files: Former Employees Receiving Retirement and DOC Benefits	P	-	Yes	P	Microfilm or permanent (GC34090)
	Personnel Files: (Safety and Non-Safety) Resumes; Applications; Personnel Action Forms; Performance Evaluations; Correspondence; Direct Deposit Authorizations	T	6	No	T+6	(29 USC 1113, GC12946)
	Recruitment Files: Job Position Announcements; Applicant Responses & Resumes; Correspondence and Backup	C	3	No	C+3	(29 CFR 1627.3)

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Office of Record	Records Description PERSONNEL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pers	Resumes (Unsolicited)	2	-	No	2	(GC34090)
	Rules & Regulations	P	-	Yes	P	Microfilm or permanent (GC34090)
	Risk Management					
Pers	Accident Reports/Incident Reports	5	-	No	5	(GC34090)
	Claim Files (against the City or City Personnel); Claim Letters, Forms, Correspondence, Court Transcripts, Backup Data	C	5	No	C+5	(GC34090, PC832.5)
	Claims Loss Runs (Fiscal Year End)	5	-	No	5	(GC34090, PC832.5)
	Claims Loss Runs (Monthly)	2	-	No	2	(GC34090)
	SCJPIA Certificates of Liability: Certificates and Backup Data	P	-	Yes	P	Microfilm or permanent (GC34090)
	Workers' Compensation Insurance Administration Records: Loss Analyses; Statements; Correspondence and Backup Data	5	-	No	5	(GC34090)
	Workers' Compensation Insurance Policies	P	-	Yes	P	Microfilm or permanent (GC34090)

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CITY OF SAN FERNANDO RECORDS RETENTION SCHEDULE

Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Alarm Records	2	-	No	2	(GC34090)
	Arrest Records					
	Drunk (Not Prosecuted)	2	-	No	2	(GC34090)
	Registers	5	-	No	5	(GC34090)
	Rejected by D.A.	4	-	No	4	(GC34090)
	Traffic Warrants (for Local or Foreign Agency)	2	-	No	2	(GC34090)
	Auction Receipts and Records	2	-	No	2	(GC34090)
	Audio Recordings of Telephone and Radio Communications (Dispatch)*	100 days	-	No	100 days	100 days; (GC34090.6)
	Bail Receipts	2	-	No	2	(GC34090)
	Bicycle Licenses	3	-	No	3	(GC34090)
	Case Files		-			
	Homicide - Investigator's File	P	-	Yes	P	Microfilm or permanent (PC799)
	Narcotics (no arrest cases)	CL	2	No	CL+2	(GC34090)
	Officer Involved Shootings	CL	25	No	CL+25	(GC34090)
	Child Abuse Reports – Felony Citations	10	-	No	10	(Department of Justice Regulates)
	Animal Control	2	-	No	2	(GC34090)
	Marijuana	2	-	No	2	(H&S 11361.5)
	Parking	2	-	No	2	(GC34090)
	Traffic	2	-	No	2	(GC34090)
	Concealed Weapons Permits	3	-	No	3	(GC34090)

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Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Correspondence	2	-	No	2	(GC34090)
	Court Records					
	Daily Schedule (Duplicates)	C	1	No	C+1	(GC34090.7)
	Sign-in Logs	C	2	No	C+2	(GC34090)
	Tracking System Records	C	2	No	C+2	(GC34090)
	Crime Reports**	3	-	No	3	(Department of Justice Regulates)
	Criminal Arrest Files***	10	-	No	10	(Department of Justice Regulates)
	Daily Activity Records and Logs (i.e., NOT reports)	3	-	No	3	(GC34090)
	Daily Reports**	3	-	No	3	(Department of Justice Regulates)
	Deceased Criminal Arrest Files	10	-	No	10	(Department of Justice Regulates)
	Employment Applications Background	5	-	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
	Investigation Unprocessed	5	-	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
	“Factual Innocence” (Sealed Records)		-	No		Destroy 3 years from sealing (PC851.8)
	Felony Crime Reports: Capital Crimes, Crimes Punishable by Death, Life Imprisonment	P	-	Yes	P	Microfilm or permanent (PC799)
	Fingerprint Applicants’ Files	T	2	-	T + 2	(GC34090)
	Inked/Palm Cards	C	20	-	C + 20	Persons booked into detention facility; copies distributed to County, State and Federal agencies
	Immigration Letters	2	-	No	2	1-9’s
Incident Reports**	3	-	No	3	(Department of Justice Regulates)	

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Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Index Cards					
	Field Interview	5	-	No	5	(GC34090)
	Police Dispatch	2	-	No	2	(GC34090)
	Jail					
	Inspections	2	-	No	2	(GC34090)
	Register (Daily Record of Persons Booked)	10	-	No	10	(Department of Justice Regulates)
	Juvenile Arrest Files, Reports		-	No		Upon Notification from Juvenile Court Judge
	Juvenile - Sealed Records	5	-	No	5	Destroy 5 years from sealing; Welfare & Institutions Code 781(d)
	Licenses and Permits - Records of Expired Licenses and Permits	3	-	No	3	(GC34090)
	Lost and Found Records	5	-	No	5	(GC34090)
	Miscellaneous Reports	2	-	No	2	(GC34090)
	Misdemeanor/Infractions Reports**	3	-	No	3	(Department of Justice Regulates)
	Money Transmittals	2	-	No	2	(GC34090)
	Non-Criminal Occurrences	C	2	No	C + 2	(GC34090)
	Officer Involved Shootings	CL	25	No	CL + 25	(GC34090)
	Parades & Special Events	CL	2	No	CL + 2	(GC34090)
	Pawnbrokers, Secondhand Dealers (Duplicates, i.e., Pink Copies)	C	2	No	C + 2	Originals to licensee; (blue) copies to DOJ; (pink) copies retained by City. Renewals issued annually; (GC34090)
	Permits					
	Alcoholic Beverage Control License	2	-	No	2	(GC34090)

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Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Personnel Files					
	Internal Affairs Investigations (including Citizen's Complaints and Pitchess Motions)	5	-	No	5	(PC832.5)
	Terminated Employees	5	-	No	5	EEOC Complaint can be filed within 49 months; (GC12946)
	Photo Negatives (Inmates)	C	20	No	C + 20	By prisoner number
	Press Releases	C	2	No	C + 2	(GC34090)
	Property Control Files	C	2	No	C + 2	(GC34090)
	Rap Sheets	CL	2	No	CL + 2	(GC34090)
	Reports – Duplicates	6 mos.	-	No	6 mos.	(GC34090.7)
	Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing (Duplicates)	C	-	No	C	Destroy after law enforcement actions and effective date of restraining order has expired
	Schedules					
	Daily	C	2	-	C + 2	(GC34090)
	Watch Assignments/ Timekeeping Records	C	2	-	C + 2	(GC34090)
	Statistical (Crime Analysis)	P	-	Yes	P	Microfilm or permanent (GC34090)
	Statistical (UCR), Uniform Crime Reports Mandatory to DOJ (LEIC)	P	-	Yes	P	Originals sent to FBI, DOJ; Microfilm or permanent (GC34090)
	Subpoenas	C	2	No	C + 2	(GC34090)
	Swap Meet Merchant Control Sheets	2	-	No	2	(GC34090)
	Traffic Collisions					
	Non Injury	3	-	No	3	(GC34090)
	One or More Injuries	5	-	No	5	(GC34090)

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Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Training					
	Bulletins	P	-	Yes	P	Microfilm or permanent (GC34090)
	Event Files	C	2	No	C + 2	(GC34090)
	Vehicles					
	Impounded/Stored/ Repossessed/ Recovered	3	-	No	3	(GC34090)
	Stolen	5		No	5	(GC34090)
	Video Surveillance/Security (Jail)	13 mos.	-	No	13 mos.	(GC34090.6)
	Warrant Recall Sheets	2	-	No	2	(GC34090)

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Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Warrants Felony	Recall after 10 yrs.; Exception: Murder/ Escape	-	No	Recall after 10 yrs.; Exception: Murder/ Escape	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Misdemeanor Criminal	Recall after 5 yrs;	-	No	Recall after 5 yrs;	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Parking	Recall after 1 yr.	-	No	Recall after 1 yr.	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Traffic	Recall after 5 yrs.	-	No	Recall after 5 yrs.	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Traffic Collision Fatalities	P	-	Yes	P	Microfilm or permanent (Recommended by the California Law Enforcement Warrant Officer's Association)

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- * In event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved.
- ** "Crime Reports," "Daily Reports," "Incident Reports," and "Misdemeanor Reports" refer to daily blotters, incident summaries or investigative reports that do not involve felonies. The reports can be destroyed after three years, provided that a copy of said report has been placed with the case file. The case files should be destroyed according to guidelines set forth for individual case files.
- *** You can legally retain the records for two years; however, you should notify the Department of Justice that you are purging source documents before you destroy them.

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Office of Record	Records Description PUBLIC WORKS	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
PW	Capital Improvement Projects (CIP) Plans & Drawings: Final, As-Built Plans & Drawings	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Federal Highway Administration Funding (FHWA) Administrative Files: Applications/Funding Requests & Supporting Data	C	3	No	C+3	(49 CFR 18.42)
	Budgeting Analyses					
	Correspondence w/ Local Administrative Agencies (Including CALTRANS) Studies & Reports					
	Supporting Data					
	Grants/Funding Files	C	10	No	C + 10	(7 CFR 3016.42)
	Intersections/Streets/Signals	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Maps - Final, Recorded Maps, Including: Subdivision Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Parcel Maps					
	Assessment Districts					
	Record Of Survey Improvement Plans					
	Tract Maps					
Construction (Final, As-Constructed Only)						
Utilities - Storm Drain						
NPDES – Program Files	P	-	Yes	P	Microfilm or permanent (GC 34090)	
Operations & Maintenance	2	-	No	2	(GC 34090)	
Projects Files: Service Requests						
Correspondence & Supporting Data						

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Office of Record	Records Description PUBLIC WORKS	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
PW	Public Works - Performance Bonds/Labor & Materials Bonds	C	2	No	C+2	(GC 34090)
	Engineering					
Eng	Capital Improvement Project (CIP) Files	C	10	No	C+10	(CCP 337.15)
	Capital Improvement Projects (CIP) Right-of-Way Documentation: Deeds Quitclaims Easements	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Consultants/Suppliers/Vendors Information	AR	-	No	AR	(GC 34090)
	Disaster Incidents Files	A	5	No	A+5	(GC 34090)
	Encroachment Permits Log	5	-	No	5	(GC 34090)
	Grading Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Land Development Projects Files	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Organizations Files	2	-	No	2	(GC 34090)
	Permits: Encroachment Permits Excavation Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Policies & Procedures for Engineering Operations	S	10	No	S + 10	(GC 34090)

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Office of Record	Records Description RECREATION AND COMMUNITY SERVICES	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Rec	Brochures Advertisers Files	2	-	No	2	(GC 34090)
	Brochures Artwork	C	2	No	C+2	(GC 34090)
	Facilities Reservation Forms	2	-	No	2	(GC 34090)
	History Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Publicity Binders					
	Photos Binders					
	Department Publications					
	History Files:	2	-	No	2	(GC 34090)
	Flyers					
	Brochures					
	Press Releases					
	Park Master Plans Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Environmental Documents					
	Correspondence & Supporting Data					
	Parks/Facilities Construction Projects	C	10	No	C+10	(GC 337.15)
	Personnel - Instructor Contracts	E	2	No	E+2	(GC 34090)
	Program Evaluations	2	-	No	2	(GC 34090)
	Program Proposals Files	2	-	No	2	(GC 34090)
	Program Registrations/Waivers of Liability	5	-	No	5	(GC 34090)
	Programs Files (City- Participation)	C	4	No	C+4	(GC 34090)
	Programs Files (City- Sponsored):	C	5	No	C+5	(GC 34090)

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Office of Record	Records Description RECREATION AND COMMUNITY SERVICES	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Rec	Recreation Registration Database Records: Registrant Data (Active) Program Data (Active) Program Data(Inactive/Historical)	2	-	No	2	(GC 34090)
	Special Events Files: Requests Maps, Plans & Drawings Correspondence & Supporting Data Permits/Applications	C	5	No	C+5	(GC 34090)

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development

Date: May 20, 2024

Subject: Consideration to Approve On-Call Professional Building & Safety Services Agreements to Provide As-Needed Comprehensive Building Services to the Community Development Department

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with Scott Fazekas & Associates, Inc. (Attachment "A" – Contract No. 2247) for On-Call Building Plan Review Services;
- b. Approve a Professional Services Agreement with Interwest a SAFEbuilt Company, Inc. (Attachment "B" – Contract No. 2248) for On-Call Comprehensive Building & Safety Services; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On December 7, 2023, a Request for Proposals for Proposals (RFP) was published for professional on-call building and safety services.
2. On January 11, 2024, the City received six (6) proposals from interested firms.
3. During March and April 2024, staff reviewed submitted proposals.

ANALYSIS:

The California Building Code (CBC) mandates that local jurisdictions have an enforcement agency to administer and enforce building regulations, prioritizing public health, safety, and welfare. Adhering to the CBC guarantees that projects meet minimum safety standards, minimizing the

Consideration to Approve On-Call Professional Building & Safety Services Agreements to Provide As-Needed Comprehensive Building Services to the Community Development Department

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risk of harm to occupants. Mandatory inspections during construction serve as a vital complement to the expertise of contractors, creating a system of checks and balances that ensures project safety.

Under San Fernando Municipal Code Section 18-2(d), the Building and Safety Division assumes the role of the enforcement agency, with the Building Official serving as its leader. This division is responsible for enforcing building codes, conducting plan reviews, performing inspections, and delivering excellent customer service. To effectively operate, the Building and Safety Division requires four key components: the Building Official, Building Plan Check Reviewer, Building Inspector, and Building Permit Technician.

1. **Building Official.** The Building Official is in charge of enforcing building codes, oversees building inspectors and building plan check reviewers, ensuring that construction or maintenance crews follow safety regulations, and a permit is in place for any projects.
2. **Building Plan Check Reviewer.** The Building Plan Check Reviewer is responsible to review construction plans and documents for compliance with the building codes.
3. **Building Inspector.** The Building Inspector is responsible for field inspection to ensure that construction is in compliance with approved construction plans and ensure that building progress conforms to the CBC standards.
4. **Building Permit Technician.** The Building Permit Technician is the front-line personnel related to customer service and construction process. This position is responsible for reviewing, accepting, distributing, processing, documenting and maintaining departmental information, reports, plans, permits and related inspections, issuing permits, and other administrative support for the division.

The Community Development Department currently operates with a combination of city staff and professional contract services. The current agreements in place for the Building Official and Inspector and Building Plan Check Reviewer are set to expire at the conclusion of the 2023-2024 fiscal year. A Request for Proposal was issued in December 2023 to select one or more firms to continue to provide the essential services on an on-call as needed basis for a term of three years with two (2) one-year optional extensions. This will stabilize the operations of the division and overall efficiency of the department as well as enhance services offered to customers.

Selection Process.

In compliance with Chapter 2, Article VI, Section 2-840 of the San Fernando Municipal Code (SFMC), a request for proposals (RFP) for professional services was conducted. On December 7, 2023, a RFP for Professional On-Call Building and Safety Services was published on the City's website.

Consideration to Approve On-Call Professional Building & Safety Services Agreements to Provide As-Needed Comprehensive Building Services to the Community Development Department

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The City received timely proposals from the following six firms in response to the RFP. The chart below compares the costs of providing the four main service areas that are required as part of a Building & Safety Division on an on-call as needed basis.

FIRMS	PLAN REVIEW	BUILDING OFFICIAL	BUILDING INSPECTOR	PERMIT TECHNICIAN
Bureau Veritas	70% of total fee	\$165/hr	\$110-\$125/hr	\$65-80/hr
BPR	70% of total fee	\$165/hr	\$95-\$125	\$70-\$85/hr
CSG	70% of total fee	\$170/hr	\$120/hr	\$90/hr
Interwest*	70% of total fee	\$160/hr	\$110/hr	\$80/hr
Scott Fazekas & Associates *	32% of total fee	-	-	-
TRB	65% of total fee	\$155/hr	\$110-\$120/hr	\$65-\$85/hr

Staff reviewed and evaluated each of the firm’s proposal in response to the RFP using the following criteria:

- Responsiveness to and clarity of the Request for Proposals.
- Qualifications and knowledge of the firm and key personnel’s experience most closely related to the scope of work.
- Relevant experience within the past five years.
- Response of References.
- Cost effectiveness.

Staff gave special consideration to cost, proposed assigned staff, and experience. Having on-site contract staff that are bilingual in Spanish is highly desirable. Many San Fernando homeowners, designers and construction contractors’ primary language is Spanish. Therefore, having someone that can communicate without the assistance of City staff adds to the efficiency of the Department. In addition, Interwest has been providing quality inspection services for the Building Division for the past two years. Having experience in and familiarity with San Fernando has allowed Interwest to improve their overall support for the Division by collaborating with other Departments and interacting with applicants at the beginning of development projects. It is with this consideration that staff is recommending to approve a professional services agreement with Scott Fazekas & Associates (SFA) to provide on-call building plan review services and Interwest a SAFEbuilt Company, Inc. (Interwest) to provide on-call comprehensive building and safety services. Interwest will provide on-site services as described below; however, this agreement will also allow Interwest to provide any contractual service the Building and Safety Division may need on an on-call as-needed basis.

Consideration to Approve On-Call Professional Building & Safety Services Agreements to Provide As-Needed Comprehensive Building Services to the Community Development Department

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Scott Fazekas & Associates.

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. SFA has performed over 250,000 plan reviews over their 27 years as a company and has provided plan check services for every type of construction and occupancy group in the building spectrum. The scope of SFA plan reviews cover building, fire-life safety, structural, accessibility, plumb, mechanical, electrical, use, and occupancy, building heights and areas, construction type, foundation design, soils report design parameter implementations, green building code, energy calculations, and any local City ordinances or polices relevant to the projects. SFA also does review of project revisions and deferred submittals as needed.

Under this agreement, SFA will receive building plans from the City for review and approval. SFA has proposed to receive 32% of the fees collected for comprehensive plan review, which is less than the current agreement, which is 75% of the fees collected for comprehensive plan review. This agreement will positively impact building revenues the City receives from plan review fees. SFA will review plans for the majority of new projects within ten (10) business days and review revised plans within five (5) business days.

Interwest a SAFEbuilt Company, Inc.

Interwest a SAFEbuilt Company, Inc (Interwest) is a Corporation founded in 2002. Interwest successfully provides complete building department services with more than 200 employees. They currently serve more than 330 public agencies with various building department services such as Building Official duties, providing plan review, inspection services, permit technician services, housing abatement enforcement and front counter support.

Under this agreement, Interwest will provide Building Official responsibilities and on-site building administrative and inspection services Monday through Thursday, 7:30 a.m. to 12:00 p.m. Responsibilities such as assisting the public with building code inquiries, conducting over-the-counter plan reviews and approvals, conducting building inspections, and fulfilling other necessary functions related to building services will be included. In the event the Department requires on-call or temporary building staff, this agreement would allow for such service to be provided on an hourly basis. Additionally, specialized plan reviews or inspections may be conducted on an as needed basis. These services will be completely covered by fees received from the applicant as a pass through expense. An agreement for comprehensive on-call services allows the Department to have the flexibility to respond to needs in a timely manner.

Interwest's project manager William "Bill" Hayes will be the Contract Building Official. Oscar Barraza will be placed at San Fernando as Deputy Building Official working under the oversight of the Building Official. Mr. Barraza has worked with the City for two years and is an International Code Council (ICC) Building Inspector and has over 20 years of experience in construction. His certification will allow him to serve as a Deputy Building Official, review and approve "over the counter" building projects, such as patio covers and small additions and perform the other duties

Consideration to Approve On-Call Professional Building & Safety Services Agreements to Provide As-Needed Comprehensive Building Services to the Community Development Department

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described above. This agreement will enable the Building Division to deliver exceptional customer service efficiently and cost-effectively.

BUDGET IMPACT:

Building plan check services are fully covered by the plan check fees collected from applicants. With the agreement with SFA, the City will increase revenues from 25% to 68% of plan check fees. Building Official, inspection or other specific on-call services will be drawn down from an annual authorized budgeted amount for professional services in a given fiscal year. The agreement with Interwest will keep costs to a minimum with having experienced and flexible assigned staff that can fill multiple roles.

CONCLUSION:

Staff recommends that the City Council approve a professional services agreement with Scott Fazekas & Associates, Inc. for on-call building plan review services; approve a professional services agreement with Interwest a SAFEbuilt Company, Inc. for on-call comprehensive building & safety services; and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENTS:

- A. Contract No. 2247
- B. Contract No. 2248



2024

PROFESSIONAL SERVICES AGREEMENT

(Parties: Scott Fazekas and Associates Inc. and City of San Fernando)

(Engagement: On-Call Building Plan Review Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 20th day of May, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and SCOTT FAZEKAS AND ASSOCIATES INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional on-call as needed Building Plan Review Services;
and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of May 20, 2024, under Agenda Item No. 6.

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

I.

ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of three (3) years, (hereinafter, the "Term"), commencing from July 1, 2024. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for two (2) one-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled “Professional On-Call Building & Safety Services” (hereinafter, “CITY RFP”) and the written proposal of CONSULTANT entitled “Proposal for On-Call (as needed) Building Plan Review Services” (hereinafter, the “CONSULTANT Proposal”). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Services” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Services” shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a “Work Order”). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

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- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 **COMPENSATION:** CONSULTANT shall perform the Services in accordance with the "Cost Data" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the annual sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** during each of the five (5) fiscal years encompassed by this Agreement (hereinafter, the "Fiscal Year Not-to-Exceed Sum") for an aggregate Not-to-Exceed Sum of **FIVE HUNDRED DOLLARS (\$500,000)** (hereinafter, the "Aggregate Not-to-Exceed Sum"). CONSULTANT's total aggregate compensation during the extended five (5) year Term of this Agreement shall not exceed the Aggregate Not-to-Exceed Sum unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT

in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 **ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVE:** The CITY hereby designates Erika Ramirez, Director of Community Development Department (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Scott R. Fazekas to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

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- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:
- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
 - E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
 - F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

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

compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.9 **NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.10 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

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- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 **FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.

INDEMNIFICATION

- 4.1 The duty to indemnify, defend and hold harmless as set forth under Section 4.2, below, is intended by the Parties to be interpreted and construed to provide the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers (the "City Indemnitees") with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers..
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance

of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or

dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY**: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT**: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*
- 6.4 **NOTICES**: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Scott Fazekas & Associates Inc.
 Attn: Scott R. Fazekas
 2 Corporate Park, Suite 206
 Irvine, CA 92606-5103
 Phone: (949) 475-2901

CITY:

City of San Fernando
 Community Development Department
 Attn: Erika Ramirez, Director of Community
 Development
 117 Macneil Street
 San Fernando, CA 91340
 Phone: (818) 898-1217

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

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- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 CONFLICTS OF INTEREST:
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT 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 §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT 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 CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is

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- made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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- 6.18 **INCONSISTENCIES OR CONFLICTS**: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 **ENTIRE AGREEMENT**: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **FORCE MAJEURE**: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 **COUNTERPARTS**: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SAN FERNANDO:

SCOTT FAZEKAS AND ASSOCIATES INC.:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS

Notice is hereby given that Request for Proposals (RFP) will be received by the City of San Fernando, California, for furnishing the following:

PROFESSIONAL ON-CALL BUILDING AND SAFETY SERVICES

The City of San Fernando Community Development Department is requesting RFPs from qualified firms to provide on-call as needed professional Building & Safety services. The contract term will be for a period of three (3) years.

Three original and one electronic copy of the proposal must be submitted to the COMMUNITY DEVELOPMENT DEPARTMENT in a sealed envelope labeled "City of San Fernando RFP- **Professional On-Call Building & Safety Services**" at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, no later than **Thursday, January 11, 2024 at 5:30pm**. All RFPs received after that time will not be accepted.

A copy of the RFP may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made in writing or email received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

Published in **The San Fernando Sun** on **December 7, 2023**

City of San Fernando CD- BLD RFP

REQUEST FOR PROPOSALS



The Community Department is requesting proposals for:

Professional On-Call Building & Safety Services

RELEASE DATE: December 7, 2023

RESPONSE DUE: January 11, 2024

GENERAL INFORMATION

The City of San Fernando' Community Development Department ("City") is seeking proposals from qualified consulting professionals or firms ("Consultant") interested in providing on-call as needed professional consulting services to the Building & Safety Division of the Community Development Department. The City is requesting proposals that provide the following: 1) building administration; 2) building permit inspection services; 3) building permit plan check services including landscape and irrigation plan check and inspection services; 4) specialized plan check and inspection services; 5) counter and permit issuance services; or 6) any of the combined services.

Agreements with selected Consultant(s) will be for three-year term with optional extensions at the discretion of the City.

A list of the scope of services if provided herein. Consultants responding to this proposal must indicate the skills, ability, and/or services which distinguish the consulting professionals or firms from other consulting professionals or firms to make the proposal the best choice for the City.

BACKGROUND

The City of San Fernando (City) is a general law city incorporated in 1911. The City is governed by a five-member city Council who members are elected at large and operates under a Council/City Manager form of government. It is located in the San Fernando Valley region of Los Angeles County and is approximately 2.4 square miles with a residential population of 24, 564.

The Community Development Department includes the divisions of Planning, Building & Safety, Community Preservation and Housing. The Community Development Department intends to utilize this RFP to select one or more Consultants that are capable of providing on-call as needed building and safety services such as administrative, plan check, permit issuance and inspection services.

On-Call Building & Safety Services

The City currently has separate contracts for on call as needed plan check services which will expire April 2024 and for on call as needed building inspection services that will expire June 2024; and is therefore, seeking to contract with qualifying Consultants that can provide comprehensive on-call as needed building and safety services including administration, permit issuance, plan checks, inspections, and public counter services. The building and safety services being requested should not be construed as mutually exclusive services. The City retains the right to accept or reject any and all of the proposals; or any item or part thereof at its discretion; make an award for a portion of the scope of work/services; or award contracts to one or more proposers for any portion of the described services.

Proposing firms should also highlight any additional certifications or specialized plan reviews or inspections that may be required in association with development projects that are within the firm's expertise. This should include landscape and irrigation plan check and inspection services as well as plan reviews and inspections in accordance to the City of Los Angeles Fire Code-specifically related to Fire Sprinklers. The Community Development Department desires firms that can also provide assistance in analyzing and amending the Municipal Code, developing policy documents; and recommending implementation procedures for effective and efficient plan review, permit issuance and inspection processing in accordance to building and safety related enacted state legislation.

The Consultant(s) will enter into an agreement to provide building and safety services on an on-call as needed basis for a period of three (3) years. The City has the discretion to request any of the listed services on an as need basis for specific durations of time during the three year period. The selection does not guarantee the use of all aspects of the services listed. Services will be requested when needed. When the firm is requested to provide a building and safety service, the firm and its staff shall work as extension of City staff and under the direction of the Director or their designee. Depending on the specific work the firm is selected to perform, work may be required to be conducted on-site at City Hall or remotely according to the Division needs. This means selected firms shall have the required software and hardware to receive and return electronic plans as well as to perform electronic review and approval of plans in addition to hard copies. The successful firms shall also have the resources to provide cost effective and timely services to the City. Additionally, the City has an option to interview the Consultant's candidate who will provide on-call service(s). If sub-consultants are necessary to complete the work, the consultant shall advise the City of the name of the firm(s) proposed to complete those studies. Sub-consultants shall have all the appropriate licenses, certifications, and registrations necessary to perform the scope of work. The consultant shall be fully responsible to the City for the performance of their subcontractors, and of persons either directly or indirectly employed by them.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Erika Ramirez, Director of Community Development, via e-mail at eramirez@sfcity.org. Questions must be received by 5:30 p.m. on **Tuesday, December 12, 2023**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, December 14, 2023**.

C. Submission of Bid Proposals

All bid proposals shall be submitted via email to Erika Ramirez at eramirez@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP –Professional On-Call Building & Safety Services." Proposals must be received no later than Thursday, **January 11, 2024 at 5:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal;

and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

The following section describes the specific services being requested by this Request for Proposal. The City of San Fernando Community Development Department requires the services of consulting firms on an on-call as needed basis to assist from time to time for various services within the Building & Safety Division. Therefore, the Department seeks to select a Consultant(s) capable of providing comprehensive services related to building and safety on an on-call as needed basis. This will allow firms to be selected for required services staff is not licensed or certified to provide as part of the development review process as well as to engage professional experts to assist with City initiated projects or programs.

While the City has historically utilized vendors for these services, this RFP is being issued in compliance with internal requirements to periodically solicit proposals and maintain an updated list of qualified vendors.

Required Services:

On-Call Building & Safety Services

The City of San Fernando has adopted the City of Los Angeles Building Code by preference and contracts with the City of Los Angeles Fire Department for Fire Plan Check, Permitting and Inspections associated with development projects. The City has currently contracts with a professional consulting firm to provide remote plan check review services. Therefore, plan review is primarily electronic, however, the City does not prohibit physical plans from being submitted if the applicant prefers. The City has recently purchased Bluebeam software for staff to electronically review plans. The City also provides an online portal for the issuance of permits. The Building and Safety Division currently utilizes Edgesoft AIMS system for permits, inspections and keeping property records.

Over the past five years, the Building and Safety Division has seen the following levels of activity through the noted fiscal cycles:

FISCAL YEAR	2020/2021	2021/2022	2022/2023	2023/2024*
Permit Valuation	\$15,110,838.00	\$19,982,065.00	\$138,368,651.00	\$98,374.18*
No. of Permits	1,219	1,059	1,034	404*
No. of Inspections	1,116	1,233	1,177	435*

**Includes dates from July 1, 2023 through October 30, 2023*

The City of San Fernando is seeking a Consultant(s) to provide comprehensive professional building and safety consulting services (Registered California Engineers, CASP, ICC or IAPMO certified Building Official, Plan Examiners, Inspectors, Permit Technicians). Proposals shall include a proposed staffing plan on how to provide the required services in a cost effective manner. The staffing plan shall identify the number of persons for each position that would be assigned to the City upon request. Indicate by name and title those persons that will be providing Administration, Plan Check, Landscape Plan Check, and Inspection services. Capacity by certified Specialized Plan Check and Inspection services and Permit issuance and counter services can be described and specific personnel can be provided upon request. Clearly indicate if each person will be assigned to off-site, on-site and whether persons assigned will be providing multiple services (i.e. Administration and Inspections). Multiple staffing level options may be proposed that are based upon a certain level of permit activity. Proposals must include the option for a certified permit technician for permit issuance and counter services. The City has a desire to have a qualified person onsite at a minimum of 4 hours a day for 4 days a week that can fulfill administrative, plan check (limited over the counter) and inspection services. Activities listed below included but are not limited to all those desired by the City.

a) Building Administration.

- a. Building Official. Consultant should propose an International Code Council (ICC) Certified Building Official. The Building Official shall perform the following services, including but not limited to:
 - i. Function as the Building Official as set forth in the California Building Code, in other municipal government adopted building codes and ordinances, as specified in Federal and State law.
 - ii. Issue Certificate of Occupancies (C of O) for buildings and structures.
 - iii. Manage, coordinate and oversee building permit, plan check and building inspections.
 - iv. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the City of Los Angeles Building Code, California Building Codes, including any and all related Codes, or other uniform safety code, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.
 - v. Make determinations on the approval and use of alternative materials and methods of construction.
 - vi. Process and prepare Planning and Preservation Commission and City Council reports and recommendations, and assist in the presentations of appeals regarding building and safety matters. Attend City Council, Planning and Preservation Commission meetings and other meetings as directed.
 - vii. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.

- viii. Make final interpretations concerning the application of building and safety codes.
 - ix. Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, and submit monthly activity reports to the City.
 - x. At the direction of the Director, assist with other administrative building and safety related duties, including developing and implementing policies and procedures, creating handouts and forms, drafting content for the website, etc.
 - xi. Meeting with developers, homeowners, business owners, architects, engineers, and the general public at the City or in the field, as the need dictates to resolve grievances, and/or respond to questions to ensure timely project processing in compliance with State, Federal, City laws and ordinances.
 - xii. Ensure all building related activities are entered into the City's tracking system in an accurate, complete, timely manner.
- b. Consultant shall provide the City the technical assistance necessary to prepare the periodic updates to the uniform building and safety and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:
- i. Prepare the City's ordinance updates, staff reports and attend the City Council meetings.
 - ii. Coordinate with the Los Angeles City Fire Department and prepare city code ordinance update, regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Code are crossed referenced.
- b) Building Inspector.
- a. Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances.
 - b. Inspect buildings and structures, for which building permits have been issued for compliance with the approved plans and applicable code and ordinances.
 - c. Inspect for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.
 - d. Coordinate with various City, County, and other agencies and departments, including but not limited to City of Los Angeles Fire Department, Los Angeles County Environmental Health Department, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the above building and safety code regulations.
 - e. Enforce conditions of approval associates with discretionary permits regarding building and safety regulations, as adopted by the City.
 - f. During inspections, issue stop work orders or correction notices or notices of violation when violations of the above referenced codes and regulations occur.

- g. At the Consultants expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and all required duties.
 - h. Provide special inspections by qualified inspectors and conduct investigations as directed by City, including field and office research and the preparation of letters and/or documents.
 - i. Input daily inspection information into the City's computer permit tracking system.
 - j. As directed provide inspection, investigation and enforcement for violations to all the above- referenced building and safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues.
 - k. The Building Inspector/Official will conduct daily inspections during a designated block of time as determined by the Director.
 - l. As special circumstances dictate, after hour or weekend inspections will be conducted. Building Official will response to emergency calls from the City (i.e., staff, police dispatch) at any time as deemed necessary.
- c) Plan Check Services.
- a. Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable City of Los Angeles (as adopted by reference) Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Type of proposed plans check work may include new construction (residential, commercial, or industrial), remodel, additions, green building, Accessibility, Low Impact Development (LID), etc.
 - i. Perform transitional initial building plan check (first review) of submitted plans to determine compliance with City adopted codes, City of Los Angeles Building Code, California Building Code, California Plumbing Code, California Mechanical Code, California Energy Code, California Green Building Code, California Residential Code, California Historical Code, etc.
 - ii. Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance with the building requirements.
 - iii. Perform all necessary liaison services with the Director, Building Official, or designee, either by mail, e-mail, telephone or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretation.
 - iv. Perform building permit plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
 - v. Identify any approvals from outside agencies, departments prior to issuance of permits.
 - vi. Perform accessibility surveys upon request and demonstrate that designated staff providing this service are CASp certified.
 - vii. Provide a Structural Inventory for the project such as Use, Occupancy Type, Construction Type, Number of Stories, total floor area for each occupancy type, Fire Sprinkler requirements, etc.

- viii. Perform plan review within 10 working days from the date the City subs the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
- d) Landscape and Irrigation Plan Check and Inspection Services.
 - a. Landscape and irrigation plan check reviews shall be conducted by a licensed landscape architect to confirm plans are in compliance with all applicable City, State or any other applicable regulations and codes.
 - i. Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance.
 - ii. Perform all necessary liaison services with the Director, Building Official, or designee, either by mail, e-mail, telephone or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretation.
 - iii. Perform landscape and irrigation plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
 - iv. Perform plan review within 10 working days from the date the City subs the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
 - v. Advise applicant and City when an inspection shall be requested.
 - vi. Conduct inspections during the City set inspection days and times upon request for scheduling.
 - vii. Maintain records for State reporting purposes.
- e) Specialized Plan Review and Inspection Services including but not limited to Fire Examiner Plan Check services and Fire Inspection Services
 - a. Upon need, the City may require specialized plan review or inspection services.
- f) Permit issuance and counter services staffing. From time to time the City may require the service of a technician to issue permits or provide additional counter services. Qualified individuals shall be an ICC Certified Counter Technician/Plan Checker capable of but not limited to the following activities.
 - a. Receiving, processing and issuing building permits and coordinating plan check and inspection process, including tracking, routing, storing of building plans, and filing of building permits. Input information into the City's computer tracking system.
 - b. Cooperate with the Los Angeles County Assessor's office to provide statistical and related information required for the efficient assessment of new developments and/or building permits.
 - c. Monitor and track the status of building permit applications and plan check for expiration and notify applicants prior to the expiration of their building permits.
 - d. Provide public information regarding building permit applications and other Building Division services.
 - e. Identify and collect all required fees for building permit applications and other Building Division services. Facilitates the collection of fees from other departments and/or

agencies that are due and payable prior to or concurrent with the issuance of building permit.

- f. Establish, maintain, and update all forms in compliance with City requirements, regulations, adopted standards, State and other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets, which explain building permit application processing procedures identified as being provided by the City.
- g. All approved stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City seal and other identification indicating that the approved stamps, applications, forms and other documents or supplies shall be the property of the City (costs for the provisions of these processing tools and supplies shall be the responsibility of the City).

Fees

The City's fees for Building Services are based on the City's Master Fee Schedule (link provided below). The schedule was last amended in 2022 and remains in effect until new fees are adopted by the City Council. The City is in the process of initiating a user fee study with the goal of presenting to City Council as part of the budget process for FY 2024-2025.

- a) Building permit plan check services. The City will estimate permit and plan check fees at intake and collect preliminary payment from the applicant. Consultants fee structure for traditional building permit plan check services must be based on a percent of the amount paid to the Building and Safety Division for het plans submitted as regular plans. The Consultant may provide an optional add-on service for additional plan review cycles. It is anticipated that Consultant will invoice the city monthly pursuant to the agreed upon, percentage-based rate in this Agreement. Proposals must provide a percentage of the amount paid to the City for the plans submitted as regular plans no less than 25 percent.
- b) Building permit inspection services. The City's permit fee includes a basis for recovering the building permit inspection services. The Consultant fee structure for traditional building permit inspection services must be based on specified time and material basis. The Consultant may provide an optional add on services for specially inspections and Saturday or after-hour inspection services. It is anticipated that Consultant will invoice the City monthly on a time and material basis for on-call inspections.

City staff will also continue to facilitate the collection of fees from other departments and/or agencies that are due (as applicable) and payable prior to or concurrent with the issuance of a building permit.

<https://ci.san-fernando.ca.us/wp-content/uploads/2023/06/2024-User-Fee-Schedule.pdf>

Please note that the Consultant will not be allowed to perform work in excess of the described services in the Professional Services Agreement without the prior, written approval of the City. Before any Extra Work it is initiated, the Consultant must identify the kind and estimated quantities of the Extra Work to be done. Approval of additional funding may also be required. Any increase in

compensation or contract amendment must be authorized and funded in advance. No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the City, and the compensation or method of determining such compensation is set in such written authority. All requests for Extra Work must be in a written Change Order submitted to the City prior to the commencement of such work. The foregoing terms should be included (i.e. abridged) in the Consultant's response to the RFP. Omission does not immediately result in disqualification, but will be contractually exercised one way or other, unless alternative compliance is proposed that is mutually agreed to by both parties prior to contract execution and notice to proceed.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **three years, with options for extensions at the City's discretion.**

SCHEDULE FOR SELECTION

RFP Available:	December 7, 2023
Deadline for submittal of Questions:	December 11, 2023
Response to Questions:	December 14, 2023
Deadline for submittal of Proposal:	January 11, 2024
Interviews (if necessary)	Late February 2024
Agreement Presented to Council for Review & Approval:	March 04, 2024*
*tentative	

METHOD OF SELECTION AND NOTICES

The Director of Community Development will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

1. Cover sheet

The proposal shall include a cover sheet that identifies who will be the contact with their contact information for this proposal.

2. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections. Include detailed workflow, timelines and documentation if relevant. Since the staffing requirements may vary from task to task over the duration of the contract, describe the firm's approach, capability and flexibility to adjust to varying staff requirements as the City's needs and policies vary from one project to the next.

Consultant shall have the ability to electronically receive, review and transmit reports, forms, and plans. Explain capability to review plans and documents electronically.

Consultant shall have the ability to attend in person meetings and pick up/drop off documents, reports, plans from City Hall if necessary.

Consultant is expected at a minimum to be available during City Hall hours of Monday to Thursday from 7:30am to 5:30pm and Fridays 8:00am to 5:00pm for staff or applicants to communicate electronically, by phone and if necessary, in person. Consultant is also expected to attend evening or weekend meetings, or hearings as required by task. Verify ability to fulfill availability and identify any restrictions or considerations to having consulting staff available.

Provide a statement of the service(s) that differentiate your firm from other respondents.

3. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Firm must demonstrate qualifications and provide previous experience providing the same services in similar size cities to San Fernando. Provide a description of said experience with other public municipalities (maximum of four) that includes a summary of the work performed, pricing structure, the period over which services were provided, and the name, title, and phone number of clients to be contacted for references. References should be located within California. Give a brief statement of the Firm's adherence to the scope and budget for services. Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project

undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

4. Include a *Work Plan Section*

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. This should include quality assurance and schedule control measures to be utilized. The Consultant will have multiple plan checks at the same time. Describe how you will manage the efficient completion of concurrent tasks/projects. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

5. Include a *Project Staffing Section*

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. Any certifications held and number of years certified should be included for staff proposed to perform tasks. In addition, any municipal agencies they have worked within the past three years and their level of involvement should be noted. An organizational chart for the project team and resumes for key Firm personnel shall be included with a description of how overall supervision and quality assurance will be provided. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

6. Include a *Proposal Costs Sheet and Rates Section*

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

****The City may elect to interview a short list of qualified firms or interview only the top 5 rated firms based upon this RFP.***



ATTACHMENT A

2023

PROFESSIONAL SERVICES AGREEMENT

(Engagement: INSERT ENGAGEMENT)

(Parties: INSERT CONSULTANT NAME and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this ____ day of _____, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, A Professional Corporation, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services INSERT THE KIND OF SERVICES REQUIRED; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____ 2023, under Agenda Item No. ____.

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

I.

ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through _____, 2023, (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "INSERT TITLE OF REQUEST FOR PROPOSALS", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONSULTANT Proposal") dated INSERT DATE OF PROPOSAL. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of

Work” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. **IF NO RFP ISSUED:** Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled “INSERT TITLE OF PROPOSAL” dated INSERT DATE OF PROPOSAL (hereinafter, the “Scope of Work”) which is attached and incorporated hereto as **Exhibit “A”**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.”

1.3 **PROSECUTION OF WORK:**

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.4 **COMPENSATION:** CONSULTANT shall perform the Work in accordance with “INSERT TITLE OF COMPENSATION DOCUMENT” (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of

INSERT WRITTEN AMOUNT (\$ INSERT NUMBER) (hereinafter, the “Annual Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION:** The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s monthly compensation is a function of hours worked by CONSULTANT’s personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT’s cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates INSERT CITY REPRESENTATIVE (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in

connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior

written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 SUBSTITUTION OF KEY PERSONNEL:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: [INSERT NAME AND TITLE].
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. **Automobile Liability Insurance:** CONSULTANT will procure and maintain

Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

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

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

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss.

CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

- 3.6 VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. **INDEMNIFICATION**

- 4.1** The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence,

recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

- 4.2** To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3** CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4** The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5** CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6** CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

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

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

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing

notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

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

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to

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

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

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. **MISCELLANEOUS PROVISIONS**

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONSULTANT:

INSERT CONSULTANT NAME
INSERT ADDRESS
Attn: INSERT CONTACT NAME
Phone: INSERT PHONE NUMBER

CITY:

City of San Fernando
Attn: INSERT DEPARTMENT
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1212

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

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

or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

SIGNATURES ON NEXT PAGE

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

CITY OF SAN FERNANDO

CONSULTANT NAME:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

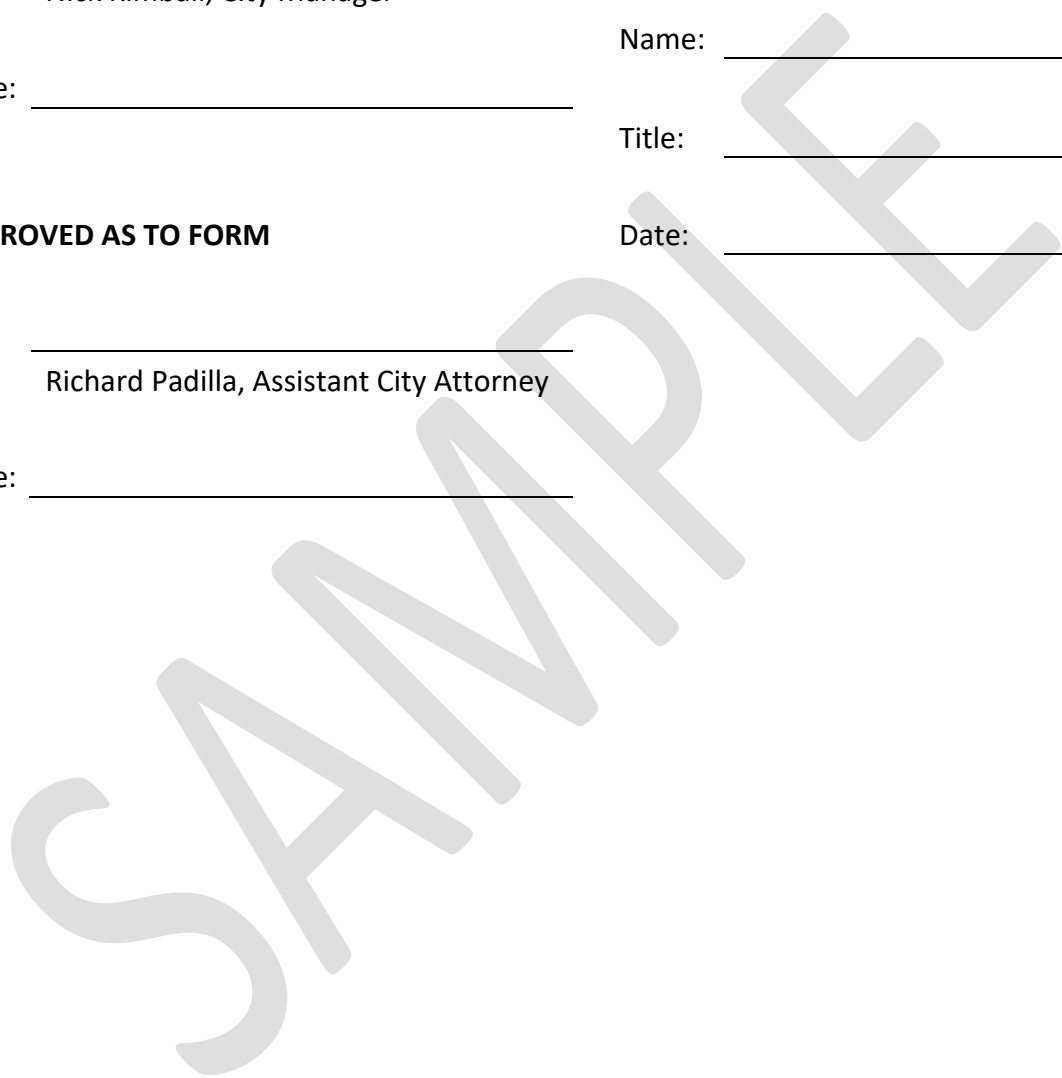


EXHIBIT "A"
CITY REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT "B"
CONSULTANT PROPOSAL

SAMPLE

***PROPOSAL FOR
ON-CALL (AS NEEDED)
BUILDING PLAN REVIEW SERVICES***



***City of San Fernando
January 11, 2024***



Scott Fazekas & Associates, Inc.

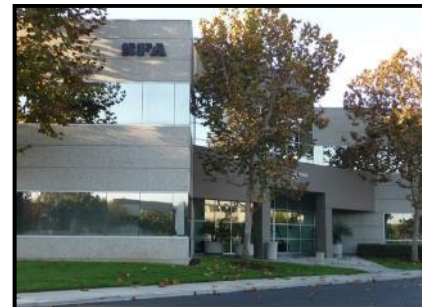


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January 11, 2024

Ms. Erika Ramirez, Director
Community Development Department
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Subject: City of San Fernando RFP – Professional On-Call Building & Safety Services

Dear Ms. Ramirez:

SCOTT FAZEKAS & ASSOCIATES, INC. (SFA) appreciates the opportunity to submit this Proposal for Building Plan Review Services to the City of San Fernando. SFA has a great team that can offer Building Plan Check services as requested in the RFP in a timely manner, via digital and/or paper plan review. The Scope of Work proposed by SFA covers comprehensive building structural and fire-life safety, plumbing, mechanical, electrical, energy, disabled access, green building and City ordinance and policy reviews consistent with the administrative protocols as directed by the City. All projects produce typed plan check correction lists with each submittal and resubmittal until final approval and transmittal to the City of San Fernando.

Founded in 1996 by Scott Fazekas as a California Corporation, SFA is financially stable and is certified by the State of California as a Small Business Enterprise located in Irvine, California, 55 miles from San Fernando City Hall. SFA has been in business for 27 years, exclusively serving municipal building departments with zero private sector work to avoid any potential conflict of interest. SFA's primary service is building plan review. SFA has performed over 250,000 plan reviews and has provided plan check services which have included every type of construction and occupancy group in the building spectrum. Several notable projects are provided in this proposal with their information and reference contacts.

SFA proposes to provide Building Plan Check Services with a plan check staff comprised of all licensed professionals with tenure specifically in building safety plan review including an architect, civil engineers, structural engineers, CASps, LEED APs and ICC Plans Examiners. All proposed services will be provided from the SFA office in Irvine, CA. Each individual of the plan review team has many years of diverse and relevant experience, allowing efficient scheduling and execution of plan review of every type of project that the City may encounter. Resumes for each plan check engineer are provided, documenting their experience and certifications. SFA utilizes a simple organizational structure where Scott Fazekas oversees the quality and consistency of the plan review staff.

SFA maintains a strategic edge, providing customized services to its clients by aligning the jurisdiction's policies, protocols, ordinances, interpretations and administrative document formats with internal processes. This results in services which are tailored to the specific needs of each client by using customized agency data lists of unique and critical items that the City requires as part of the review process.

January 11,2024
Ms. Erika Ramirez
City of San Fernando

As a provider of plan check services to San Fernando, SFA is effectively an extension of your staff. Our clients have told us “We feel like you (SFA) treat us as if we we’re your only client”. The plan review staff are always available to answer any technical questions of the applicant/design team regarding corrections, codes and regulations to encourage complete resubmittals. The SFA team understands the need to represent the City in a professional, timely and courteous manner through verbal, virtual and written communications. SFA provides dedicated office administrators to communicate promptly with the City and applicants and strives to exceed customer expectation as proven by our past history of delivering 38% of plan reviews to applicants early. Several references for public agencies are included that corroborate SFA’s level of service.

The proposed turnaround times for all projects would be 10 working days for initial review and 5 working days for rechecks. Unique projects that would be unusually complex and large in scale would be as agreed upon in advance with the City but not exceeding 15 working days for initial review. Turnaround times are tracked carefully from the time a plan is received to delivery of corrections, to resubmittal and approval. SFA has approximately three Full Time Employees of excess capacity available to support Building Plan Review Services for the City of San Fernando, which ensures SFA will always meet the proposed turnaround time.

Another key strategic advantage of SFA is the utilization of a custom Plan Log System that provides centralized data management for the plan review process. The entire plan review process is tracked and orchestrated in the system. A self-service status portal is accessible by applicants and/or City staff via the SFA website, providing detailed status for each project.

The terms of the RFP, including insurance requirements, have been reviewed and we agree to the terms stated. Also, SFA represents that no collusion has occurred in the preparation of this proposal. SFA looks forward to being considered as a resource that will allow us to continue to provide value serving the City’s building plan review needs. The undersigned below is the owner and will be the person to contact regarding this Proposal and all services which may be provided to the City of San Fernando.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC.

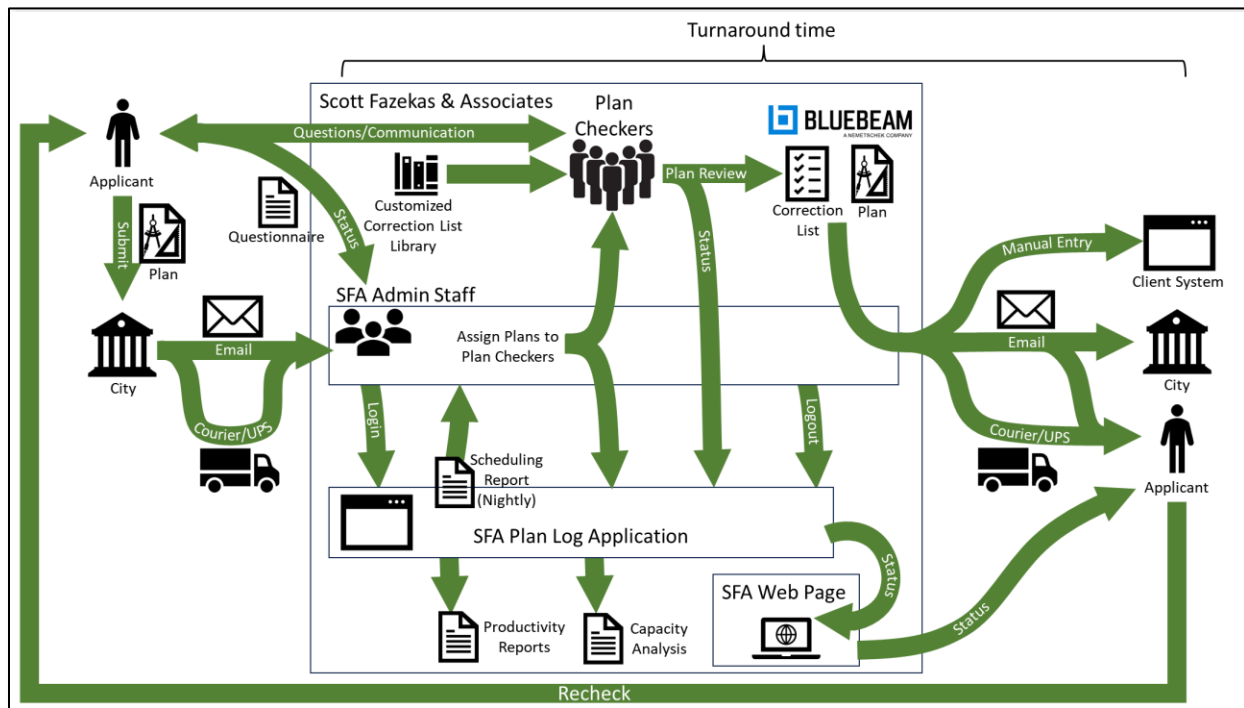


Scott R. Fazekas, AIA, NCARB, CBO, LEED AP, CASp
President

2 PROPOSAL SUMMARY

SFA proposes to provide Building Plan Check Services with ICC Certified Plans Examiners and licensed professionals from SFA’s office in Irvine, CA. All of SFA plan check engineers are licensed Professional Civil or Structural Engineers or Architects. All projects produce typed plan check correction lists with each submittal and resubmittal until final approval and transmittal to the City of San Fernando. The plan review staff are always available to answer any technical questions of the City and applicant/design team regarding corrections, codes and regulations to encourage complete resubmittals.

SFA’s process ensures due dates are always honored by assigning work to the engineers quickly and closely tracking the plan review process as defined in this section. The following flow chart illustrates how SFA views, routes, and communicates during the plan review process from beginning to completion. The sections that follow provide additional detail in SFA’s methodology, tools, and processes.



2.1 Customer Service

SFA prides itself on providing top notch “the applicant always comes first” service. SFA’s Customer Service starts with providing plan reviews that are consistent, technically thorough, competent, clearly written, constructive and timely. From start to finish, due dates are transparent and the plan check engineers are available to discuss and clarify any questions in a professional and courteous manner. When the plan check engineers see solutions, they will articulate suggestions. Plan check engineers at SFA have the goal of moving each project as quickly as possible through to approval while achieving code compliance. **SFA delivers 38% of plan reviews early.** Plan review correction lists are a critical communication tool with the applicants and ensures corrections are clearly defined to the applicant to minimize rechecks and maximize applicant satisfaction.

The SFA Office Administrators are dedicated to providing customer services to the City and applicants. During normal business hours, in addition to logging and routing all incoming and outgoing plan reviews, the Administrative staff provide phone coverage, immediate plan review status, meeting coordination and routing calls to plan review engineers. Quickly accessible plan review status is available over the phone and via SFA's website.

2.2 Tailored Plan Check Services Approach

SFA provides a plan review service which is tailored to the specific needs of each client by using customized agency data lists which include unique and critical items that the City requires as part of the review process.

2.2.1 Agency Information List

SFA provides a plan review service which is tailored to the specific needs of each client by using a customized Agency Information Lists which documents policies, interpretations, ordinances, routing, and communication rules, etc... Whenever the City wishes to implement a change or addition to the list, SFA will update the list and distribute it to all plan check staff to notify them of the change and it is also updated on the Agency Info List Portal. When technical directives are added to the Agency Information List, these items are often incorporated into the San Fernando Correction List Template, insuring that specific critical items are incorporated in each review when applicable.

2.2.2 Transmittal Form

SFA's Transmittal Form is tailored for use specifically with building plan checks. Besides serving to document enclosures, it serves as a good communication tool to alert the permit technician of items which are critical at the permit issuance stage. Some examples are 1) when special inspection is required, 2) when another agency approval is necessary, 3) if the building official was involved in an interpretation and should be given a chance to review the project, and 4) if additional review fees are due as well as other topics. This form works in conjunction with the Agency Information Sheet and establishes a clear working relationship between SFA and the City of San Fernando.

2.2.3 Correction List

In order for the plan checks to reflect the City's specific administrative preferences, policies, interpretations and routing protocols, SFA uses a customized, City of San Fernando Correction List Template which ensures that specific requirements requested by the City are flagged. Separate from the City's specific template, SFA has both Residential and Commercial standard correction lists which are continually being updated. They provide good review guidelines with referenced code sections that aid in compiling the final Correction List.

2.3 SFA Plan Log System

The SFA Plan Log System is a Software Suite that provides centralized data management for the plan review process. This allows SFA to:

1. Login – Record all information associated with each project

2. Generate Reports
 - a. Scheduling – Efficiently assign plans based on plan checker workloads
 - b. Productivity – Measure and monitor plan review efficiency
 - c. Capacity – Monitor the workload capacity of each plan reviewer
3. Status to Applicants – Over the phone via Admin Staff or SFA’s website
4. Track – Plan review progress throughout the plan review process
5. Logout – Route completed plans to the Applicant or City (City’s Option)

Some additional features of the SFA Plan Log System are:

- Fee calculation and tracking for all hourly projects such as revisions or deferred submittals.
- Automated invoice generation to help prevent clerical and mathematical errors.
- A Scheduling Report is generated daily which displays the currently assigned 10-day workload for each plan checker and all projects received that day. This report is used to ensure each project has the proper time available to complete a proper review. This process also serves to identify projects experiencing delays with numerous re-checks so they can be addressed.
- Maintains all SFA holiday and vacation calendars to ensure assigned workloads are accurate and achievable.
- A Due Report is generated nightly and delivered as a reminder, to each plan checker containing all the projects due the next day to ensure deadlines are achieved.
- A Status Report is generated which includes the turnaround time for all projects. This serves as a double check that projects do not go out late.
- Advanced search features which helps streamline projects by assigning projects at the same address to the same plan checker who performed previous reviews.
- Customizable fee structure and review schedules for each client with automated generation of fees and due dates to prevent clerical and mathematical errors.

2.4 Plan Review Login

SFA can receive plans both physically and electronically. All projects received by SFA are entered into the SFA Plan Log System. Plans can be received via numerous methods such as UPS, Courier, Email, etc.. SFA has experience with multiple different municipality software services and transfer methods such as Accela, VivaCivic, Eden, E-Plan Soft Review (EPR), Sire, EnerGov and Bluebeam Studio. SFA can easily accommodate the needs of any City system and interface for plan review, processing, correction delivery and plan approval.

2.5 Plan Assignment/Routing

After plans have been logged in, the SFA Plan Log will recommend plan reviewer assignments based on previous reviewer history for rechecks and plan checker capacity for initial reviews. Plans are promptly routed to the plan check engineer with an assignment tag and the due date, so the engineer can schedule their time accordingly.

2.6 Status, Tracking and Reports

The details, status and progress of each plan review is tracked in the SFA Plan Log and can be provided to the applicant over the phone, email or SFA website as directed by the City. The self-service status portal accessible via the SFA website provides detailed status for each project such as; the assigned plan checker, due date, completed date, shipping date and shipping method.

Upon City request SFA can generate specific reports from the SFA Plan Log System. This allows for full transparency of the plan review process. The reports include information such as:

- Dates received, reviewed, checked, notified and shipped; also how shipped.
- Tracking status
- Plan Check Engineer's name, contact information, where and how to respond and resubmit for recheck
- Correction Lists
- Special Notes to flag unique project-specific items.

All email correspondence is sent in either electronic file or as pdf format based on the document type and depending on the City's preference.

2.7 Plan Review

The plans are distributed by the administrative staff to the assigned plan check engineer's office and tagged with a due date and any unique notations specific to each project. This is done within 24 hours of intake. The plan check engineer reviews the City Application paperwork and compares the scope of the application with the plans. The review will incorporate any items from the San Fernando Correction List Template that apply, as well as applicable policies from the San Fernando Agency Information List. Once the direction and scope are clear and any City-specific issues that apply are understood, the comprehensive review of the plan is done. The plan check engineer will use the appropriate SFA Standard Correction List as a guide to ensure that a quality review results. The SFA Standard Correction List is extensive and updated every three years in accordance with the California Code update cycle. The end product will result in a Correction List that clearly states what areas need to be addressed including references to code sections, ordinances and/or city policies. In the case of rechecks, all resolved issues are deleted from the corrections and unresolved issues retain the initial correction(s) that are not yet resolved with a follow-up correction in bold as to why specifically it remains unresolved. An electronic copy of the corrections can be emailed to the City if requested on expedited projects or if desired for all plan checks.

2.8 Electronic Plan Check

SFA has significant experience providing electronic plan check services. SFA can accept plans in any City format. Commonly used methods are; Dropbox or other filesharing service, Bluebeam session or email attachment. Each Plan Check Engineer has a dedicated electronic plan review station equipped with dual 43" 4K monitors. Bluebeam Revu is the preferred and primary software; Adobe Reader can also be utilized.

SFA uses Digital Signatures for plan reviews performed electronically. The digital signature provides authenticity; trusted 3rd party verification that the signature was issued by SFA. The digital signature provides integrity protection; ensuring that no modifications were made to the plan after the signature was applied. The digital signature also provides non-repudiation; proving that SFA is the only entity that could have generated the signature.

In addition to the standard electronic plan check tools, when requested by the City, SFA can utilize a City-provided environment to perform plan review in their system over a Virtual Private Network (VPN) connection. SFA has experience with multiple different municipality software services, VPNs and processes.

2.9 Correction List Format

During the plan review process corrections are written to cite specific issues and where appropriate, identify the location on the plans where the conditions apply as well as the code section. To enhance **fairness** to the designer with the Correction List, the format is such that upon recheck, all the corrections which are resolved by the designer's response are deleted/dropped from the list; only the unresolved items remain. The initial corrections that are unresolved remain in light font for reference with the follow-up correction clarification as to what remains outstanding and why, typed in bold font. This lets the designer (and owner) see that it is not a new correction that was added but was simply not resolved by the designer, and why. Plan check correction lists are typed using Microsoft Word and sent via email to the City and applicants as desired by the City.

2.10 Communication with Applicants

During the plan review process SFA has multiple mediums with which to communicate with applicants. The method selected is intended to be the most convenient, timely, efficient, inclusive to all relevant parties, and which medium the design team has available to them. SFA lists the communication tools currently being utilized in daily operations:

- In person meeting with applicants in SFA's Office
- Zoom or Teams meetings
- Conference call dial-ins
- Combination of Bluebeam shared on-line viewing with conference call to discuss plans.
- Phone
- Fax
- Email and pdf

Considerations such as the location(s), number of participants and complexity of the subject matter play a role in how the method of interaction is selected.

Preliminary meetings may be virtual or in person. SFA attends meetings in City Hall when requested by City Staff. Phone consultations are available to the City on any topic, regardless of whether or not it's for a project worked on by SFA. **Code issues are addressed as a courtesy with no charge.** SFA is always available to answer technical questions to the public, including inquiries regarding building and safety codes and regulations.

Applicants can also obtain status on their plan review by either calling SFA's office and doing a status check with our administrative staff or by going to our website. Some Cities do not want status released to the Applicant and these applicants are directed to call the City.

SFA's plan check staff work in Irvine, not remotely. Staff regularly take phone calls throughout the day in real time and assist applicants and the design team with questions regarding their projects. If they are in the middle of a critical review stage, on the phone or in a meeting they return the calls, usually within a 2-hour window.

2.11 Plan Review Logout and Delivery

When the applicant and/or design team have resolved corrections through the resubmittal and recheck process and have shown compliance with all applicable codes, ordinances, state and federal laws as well as City Policies and Interpretations, SFA will return the plans with a Transmittal. Digital plans will be stamped and locked or unlocked as requested by the City depending on internal administrative processing preference. The stamp indicates the plans have been "reviewed for code compliance". The plan will then be logged out/approved in the SFA Plan log when it has been delivered back to the City and/or Applicant as directed by the City.

2.12 Staff Training

SFA has multiple ways to maintain ongoing training to stay updated on continuously changing codes and statutes that affect the building industry. All staff attend code update classes at every three-year code update cycle as well as annual Calbo Ed Week classes. We participate in monthly ICC Chapter Meetings in more than one region and regularly participate in the Orange Empire Chapter's Code Committee which addresses new and critical policy issues. SFA also has regular in-house staff meetings to summarize industry trends and promote uniformity of plan review practices. Having all plan check staff working in one office location also promotes ongoing dialogue and information sharing on a daily basis.

2.13 Applicant Questionnaire

SFA provides Applicant Questionnaires at the time of initial review for the design/developer team to complete after the review process is complete. This allows follow-up of any potential process issues but also lets the plan check team know they're open to receiving comments. SFA only implements this when requested by the City, as agencies often have their own quality control measure preferences.

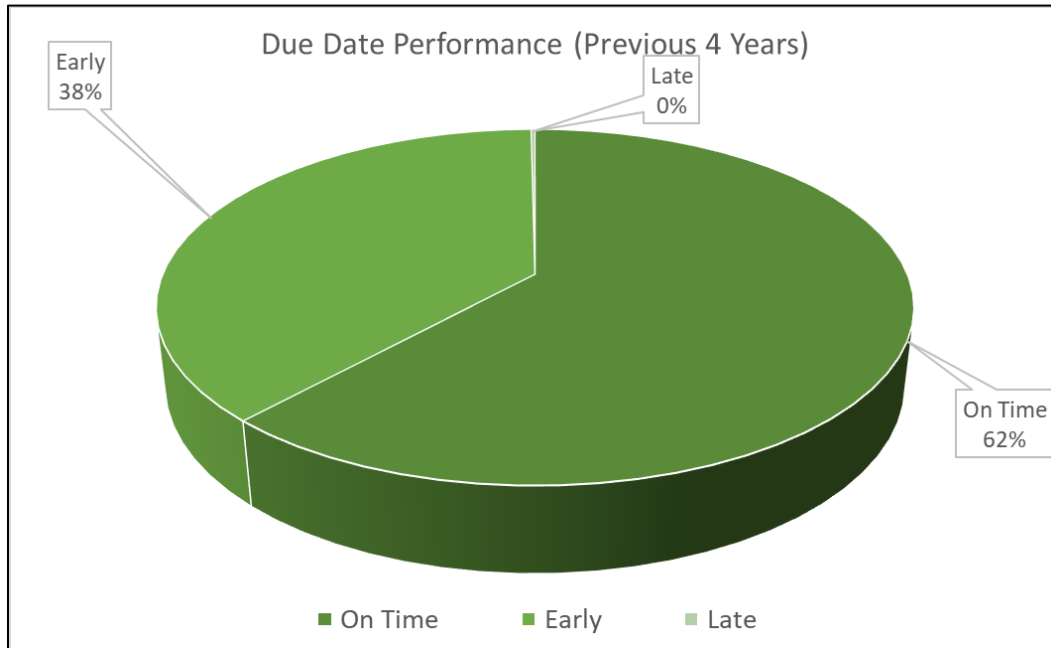
2.14 Project Schedule

SFA will meet or exceed the City's expectations for turnaround times. All projects will be scheduled with a maximum 10 business days including multi-family, commercial and other non-residential projects including new buildings and alternations. Revisions or deferred submittals will be reviewed in 5 business days. Only rare and unique projects of unusual scale or complexity would be slightly longer when mutually agreed upon by both parties. This would likely be a 15-business day turnaround but would never exceed the City's pre-agreed upon limit. Rechecks would be done in 5 business days for all projects. Expedited reviews will be done when requested by the City.

SFA has worked with its clients on numerous projects which have required preliminary meetings, condensed schedules, phased reviews, and tight goals on permit issuance deadlines.

A Daily Turnaround Report is run and reviewed by management to **verify that all deadlines are being met or exceeded.**

As shown in the following chart, SFA has performed over 33,000 reviews in the previous 4 years, during that time 38% of the reviews have been completed prior to the committed due date, 62% on the due date and 0% late. SFA’s commitment to its clients to deliver plan review services on time is unparalleled.



SFA proposes the timeframes in the following table to perform plan check services for the City of San Fernando.

Plan Check Services	SFA Timeframe for Delivery
New Single-Family Dwellings	10 Business Days
New Multi-Family Dwellings	10 Business Days
New Commercial/Industrial	10 Business Days
Tenant Improvements	10 Business Days
Residential Additions/Alterations	10 Business Days
Subsequent & resubmitted plan check; all plan review types	5 Business Days
Expedited Plan Check:	As agreed upon, usually 5 - 7 Business Days
Field Revisions for permitted projects which are under construction:	3 Business Days

3 PROFILE OF SFA

3.1 About The Company

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996 and is located at 2 Corporate Park, Suite 206, Irvine, CA 92606. SFA was formed to offer building safety services exclusively to governmental agencies and has been providing building plan review services exclusively to municipalities for over 27 years. SFA's Irvine, California office is in the same Corporate Park complex since its incorporation in 1996.

SFA has performed over **250,000** plan reviews over our 27 years as a company and has provided plan check services which have included every type of construction and occupancy group in the building spectrum. SFA has also encountered many unique administrative policies and processes in working with the building officials in client jurisdictions which may have arisen due to tight project scheduling, application of alternate design methods or simply due to unique project characteristics. SFA tailors services to the needs of the City.

SFA does not subcontract out building plan review services and retains full-time staff who work in our Irvine office, not remotely. SFA has numerous, solid, municipal references beyond the references provided in the Reference Section, if desired. All references listed in the Reference Section are for current clients and reflect on-going work which shows SFA's experience with other cities for the same plan check services offered to the City of San Fernando.

SFA does not perform any work for the private sector so no conflict of interest can result, allowing SFA staff to be objective in the enforcement of regulations. The owner, Scott Fazekas, will be actively involved with ensuring that quality services are delivered to the City of San Fernando, and will be the primary contact for all communication with the City.

SFA is financially stable and was founded in 1996 by Scott Fazekas as a California Corporation. Scott Fazekas is the sole owner and there have never been any partners or investors. SFA operates on a cash basis with zero debt. SFA has never required a credit line for payroll or any other such expense. SFA has operated without loans through the 2008-2009 recession and during the recent COVID conditions and has not borrowed from the bank or taken any PPP funds. SFA has, and will continue to, operate efficiently and responsibly.

The scope of SFA plan reviews cover building, fire-life safety, structural, accessibility, plumbing, mechanical, electrical, use and occupancy, building heights and areas, construction type, foundation design, soils report design parameter implementation, green building code, energy calculations, and any local City ordinances or policies relevant to the projects. SFA also does reviews of project revisions and deferred submittals as needed.

SFA appreciates the client's concern for high quality performance and precise communication when utilizing the services of a consultant. Close interaction with the client is considered an essential part of SFA consulting services. SFA's commitment to a thorough understanding of the codes and the intent with which they were written permits consistent and proper enforcement while meeting the expectations of the City and earning the respect of the public.

3.2 SFA Qualifications

SFA is familiar with the City of San Fernando, having provided these same services to the City from 2000 to present. We understand the work that needs accomplished and the objectives which the City envisions.

SFA's understanding of 1): the work to be done; and 2) the objectives to be accomplished, are elaborated upon in the Proposal Summary and Work Plan Sections respectively. In summary, our approach is to provide high quality, thorough, clearly written plan review comments in an on-time schedule by credentialed and experienced staff. These services are coordinated with the needs of the City's inspection team and the permit technicians who process the plans and permits. Our aim is to provide courteous interaction with City staff, applicants, owners and design team professionals. The ultimate objective is to contribute to a safely built community which maintains property values through property protection and sustainability.

3.3 SFA Features

- **Objectivity - Exclusively serving municipalities** for zero conflict of interest.
- **Fast turnaround times:** 10 working days for initial review; 5 working days for rechecks.
- **Electronic** plan submittal and review.
- **Small Business Certified** by State of California GSA.
- **Experience of individual plan check staff** in this field.
- **Excellent references** by numerous municipalities.
- Email of correction lists to City for timely communication.
- **Quality Control measures practiced** to ensure a quality work product.
- Municipal experience in building safety and familiarity with all internal and external agency and division needs.
- **Excellent Customer Service** as ambassadors of the City.

SFA incorporates several internal procedures which will: 1) ensure better communication with the client agencies and the applicants; 2) achieve plan reviews which are more consistent with the specific policies and needs of the individual municipal client and 3) enhance internal organization and processing. These internal procedures are discussed in the Methodology Section which follows.

3.4 SFA Philosophy

Through the 27 years of experience in providing contract services to governmental agencies, SFA has identified concepts and ideas that are essential for a consultant to possess in order to effectively fulfill the building department requirements of a city or county. They are as follows:

- The experience and staff to respond to each agency's needs in a timely, efficient and cost-effective manner.
- Administrative and management ability of high caliber to identify problem areas and provide for their correction in a timely and sure manner.
- The ability to recognize and develop the attributes and strengths of staff members and to utilize them to their full potential.
- A reputation for quality performance and integrity to successfully administer all aspects of the codes.

- Expectations and performance accountability that are established and adhered to.
- Professional representation on behalf of the client agency in order to maintain good public relations.
- Communication with the assigned client agency liaison through meetings, memorandums and status reports.
- Coordination with other agencies which require Building Department involvement.
- Attendance of key meetings to keep informed on the most recent state statutes, and code administration techniques and procedures.
- Attendance at any required meetings connected with the plan review services.

3.5 Litigation

As requested in the RFP, there are two lawsuits SFA is currently involved with. They are the only two SFA has ever been involved with and they have both occurred in the past five years. Both were code enforcement cases where the owner of SFA, Scott Fazekas, was serving as Building Official in the Cities of Beaumont and La Habra Heights. Both plaintiffs filed against City staff as a group for equitable estoppel to get the City to cease pursuing compliance. City staff in both cases included inspectors, code enforcement officers, community development directors, city managers, and in the case of La Habra Heights, the City Attorney. Both are currently being resolved to the apparent favor of the Cities.

3.6 Client References

Four separate public agency references are provided, additional references are available upon request.

Agency: **CITY OF LA HABRA HEIGHTS**
 Reference: Rafferty Wooldridge, City Manager
 (562) 694-6302 extn. 235
 email address: rwooldridge@lhcity.org
 Service: Plan Review & Building Official since 1/31/2010

Agency: **CITY OF PARAMOUNT**
 Reference: John Carver, Community Development Director
 (562) 220-2048
jcarver@paramountcity.com
 Johnnie Rightmer, Building Safety Manager
 (562) 220-2063
 email address: jrightmer@paramountcity.com
 Service: Plan Review & Building Official since 2021

Agency: **CITY OF WHITTIER**
 Reference: Adam Tekunoff, CBO, Building Official
 (562) 567-9320
 email address: atekunoff@cityofwhittier.org
 Service: Plan Review since 2018

Agency: **CITY OF ARCADIA**
 Reference: Kenneth Fields, CBO, Building Official
 (626) 574-5420
 email address: kfields@arcadiaca.gov
 Service: Plan Review since 5/1/1999

All of these contracts were based on a percentage of the City plan check fee. The actual percentage varies based on the City's Fee Schedule. All Agreements are based on 10-day initial and 5-day recheck turnaround times.

3.7 Related Experience

SFA primarily specializes in providing building plan review services exclusively to governmental agencies. SFA has performed over 40,000 building plan reviews for clients in the past 5 years. Several notable projects are provided with the information and reference contacts.

World Energy Paramount (WEP)

Bio-Fuel Manufacturing
 14700 Downey Avenue, Paramount, CA

Plan Check Engineer, Ganesh Rao, S.E., Kam Chitalia, S.E., Kyle Tonokawa, P.E.

Start Date: 10/5/2022

Final Date: In Process/Not Completely Approved Yet; approx. 100 phases

City Contact: Johnnie Rightmer, Building Safety Manager
 Building Department
 (562) 220-2063
 email address: jrightmer@paramountcity.com

World Energy Paramount (WEP) is a 62-acre site being developed as a bio-fuel processing facility. It is the first facility in California by WEP. There are two large structural engineering firms providing designs and they are coordinated through WEP's engineer who is the City's contact for all interfacing needs. Fluor Corporation and Air Products, Inc. are the two firms.

The project scope is 1) remediation of contaminated soil and grading; 2) developing staging structures for an anticipated 3-year development phase; 3) developing 1- to 4 story factory structures including vessels up to 75 ft. high; and 4) developing a site-wide network of structures, towers and poles approximately 70 ft. high supporting bio-fuel piping with a total weight of approximately 600,000 tons. Due to soils conditions and ground water table at approximately 40 ft deep, 70 ft deep caissons have created challenges. Also, challenges to work through involved multiple easement abandonments and having agreements recorded for several separate parcels that make up the 62 acres. To accommodate WEP's unique scheduling preferences, most structures are phased with foundation only and superstructures done separately. To date, SFA has received 232 plan check applications for this site. Many phases are approved but this is an on-going phased project.

Alexan Apartments and Parking Garage

34 E. Santa Clara Street, Arcadia, CA

Plan Check Engineer, Ganesh Rao, S.E.

Start Date: 5/1/23

Final Date: In Process/Not Approved Yet

City Contact: Ken Fields, Building Official
(626) 574-5420
email address: kfields@arcadiaca.gov

Alexan Apartments is a new 319-unit apartment building with underground parking consisting of 330,113 sq. ft. building area. It had a valuation of \$74 million. It included a pool, spa and restaurant. The parking garage and podium were Type 1-A construction and the apartments on the podium were Type III-A construction. Some of the key issues on this project due to height and scale/area were 1) Fire Walls for separating areas to comply with allowable area; 2) the 3-hour garage separation by using 510 CBC exceptions; and 3) building height to grade since apartments are on top of the raised podium. Also, the "occupied roof deck" provisions apply to this project on the 5th level which is a relatively new code provision/exception. For disabled access in an elevator apartment Chapter 11-A had many adaptable feature requirements and the project also has some live-work units which also trigger Chapter 11-B access regulations for the public accommodations portions of the units. At this point after only the initial review has been performed. It is possible this project may be publicly funded and accessibility scope is yet to be resolved regarding accessibility issues.

On the structural side, the Type III-A residential is wood framed with Fire Retardant Treated wood (FRT) which decreases structural wood values due to Type A construction as well as FRT. The settlement/dimensional change with 4 stories of wood presented the need for the engineer to address dimensional change issues as well.

Cinema West 12-Plex Theater1490 E. 2nd Street, Beaumont, CA

Plan Check Engineer, Ganesh Rao, S.E.

Start Date: 6/28/2019

Final Date: 10/11/2019

City Contact: Sara Retmier, Building Official
(951) 769-8517
email address: sretmier@beaumontca.com

Cinema West was Type III-B Sprinklered, 12-plex, A-1 occupancy of 39,866 sq. ft. It had a valuation of \$8.9 million. This project was part of a larger development which included about 6 other big box retail, fitness center and restaurants which were at different stages of construction. The developer had not contacted Southern California Gas regarding a known easement and had found a high-pressure gas line with grading equipment. They were shut down temporarily and during that time accurate location of the line being determined also put a hold on their Theater project until resolved. This was worked through between the City, the architect and SFA.

The project went through two corrections and was approved on the third. Some of the key points unique to this project were high 40 ft. ceilings and high storefront glazing. There were

some partitions designed as hanging partitions. The view angles for accessible Chapter 11-B viewing needed to be demonstrated. Also, the layout involved seismic isolation between some areas so seismic joints were necessary. Also, handrails and stepped aisles per 1029 CBC were addressed.

The building was built as a concrete tilt-up with stepped roof diaphragms. A number of corrections occurred on the diaphragm design, concrete out-of-plane wall anchorage at the roof as well as the wall foundation connections. There were also some fire protection details for the Type I Hood in the kitchen that were addressed in the corrections.

4-Level Parking Structure

15336 Newport Avenue, Tustin, CA

Plan Check Engineer, Kyle Tonokawa, P.E.

Start Date: 6/24/2019

Final Date: 9/13/2019

City Contact: Mariam Madjlessi, Building Official

(714) 573-3109

email address: mmadjlessi@tustinca.org

Schools First Federal Credit Union is the owner who was building this to go with their adjacent 3 story office building which SFA had also previously reviewed. It was built as Type 1-B construction, S-2 occupancy and 291,089 sq. ft. providing 921 parking stalls. It had a valuation of \$13.5 million. While it was titled 4-story, it was 4 levels of parking but qualified as a 3-story structure from a code perspective with an occupied parking deck roof.

Some of the key issues that were addressed in the reviews were 1) it was in a liquefaction zone and required 50 ft. deep borings by the soils engineer; 2) the foundation design for moment frame; 3) one of the grade beam designs; and 4) rooftop solar array configurations not meeting 503 C.B.C and some exit travel distance questions. There were also some issues with undersized electrical conductors and equipment. The project required 2 reviews with corrections and was approved on the 3rd submittal.

Mixed Use 5-Story

10201 Garden Grove Boulevard, Garden Grove, CA

Plan Check Engineer, Ganesh Rao, S.E.

Start Date: 1/5/2023

Final Date: In Process/Not Final Yet

City Contact: Phil Nguyen, Deputy Building Official/PC Manager

(714) 741-5328

email address: philn@ggcity.org

This 5-story included a Type 1-A, S-2 occupancy parking garage with podium construction, floors 1-3 above as commercial occupancies of A-3, B, M and U occupancies and floors 4 and 5 as residential R-2 occupancies. It also included an occupied roof as well. Floors 1-5 above the podium were Type III-A construction. The project was 207,349 sq. ft. in area with a valuation of \$25 million. This project had its complete initial review and has not yet been resubmitted.

This project had issues with 1) mis-labeled sprinkler design type; 2) roof top occupancy egress; 3) possible access parking requirement count due to the commercial physical therapy tenants; 4) access compliance for both residential and commercial occupancies (Chapters 11-A and 11-B, C.B.C.); 5) conflicts in the soils report with the design for the intended loads from construction type and number of proposed stories; and 6) collector design for concrete shear walls.

3.8 Other Types of Projects Reviewed by SFA

Some of the projects worth noting to illustrate a broad range of experience are as follows:

- New undergraduate dormitory 96,200k SF housing facility
- New mixed use 10 story residential and indoor water park with retail
- New Assisted living Facilities
- New Ambulatory Surgery Centers and Multiple OSHPD 3's
- Multiple residential buildings (apartments and condos) 3 to 5 stories with podium construction and parking below
- Mixed use office, retail and housing facilities
- Multiple Cannabis Buildings including agriculture, packaging, retail and extraction
- Multi-story parking structures
- OCSD Sheriff's facility remodel upgrading to Occupancy Category Code IV
- Multiple large warehouses
- Multiple multi-story office buildings
- Fire Stations
- Municipal Event Centers
- Private School Buildings
- Large 5 story Distribution Hub Buildings 4 and 5 Story with multi-million sq. ft. areas
- Three- and Four-Story mini-storage facilities
- Multifamily and Multistory residential projects
- Storage racks and large-scale conveyor structures
- Elderly Care and Child Care Facilities
- Blimp Hangers at MCAS Tustin - Evaluation and Re-Use

All of SFA plan check engineers are Licensed Civil or Structural Engineers. SFA prides itself on having a highly experienced group of engineers who are all qualified to do any type of project. This amount of experience within the plan review staff allows SFA to always meet deadlines and streamline any special requests made by the client cities when requested to do so.

4 WORK PLAN

The Work Plan provided by SFA covers all the codes mandated for enforcement by the Building Department. 100% of the plans are received in SFA's Irvine office. The scope of reviews outlined in this Section are delivered as described in previous Sections. The purpose of providing this service is to ensure building code compliance and safety and that buildings and structures are built to minimum standards to safeguard life or limb, health, property and public welfare. SFA will perform building, accessibility, structural, plumbing, mechanical, electrical, use and occupancy classification, general building heights and area, construction type, and other relevant plan review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes and City ordinances. This includes review of structural calculations, T-24 Energy calculations, acoustical reports, geological investigation reports and soils reports. SFA will also review and approve building revisions to plans required during construction. The scope and areas of these codes are as follows:

- California Building Code, 2022 Edition (And whatever Edition goes into effect as mandated by State Law)
- California Mechanical Code, 2022 Edition
- California Plumbing Code, 2022 Edition
- California Electrical Code, 2022 Edition
- California Energy Code, 2022 Edition
- California Residential Code, 2022
- California Green Building Standards Code, 2022
- California Existing Building Code, 2022
- California Historic Code, 2022
- All California Adopted Codes
- All California Statutes which mandate local enforcement
- All related State and Local Codes adopted by the City of San Fernando, as well as future adopted codes and ordinances during the term of the contract
- City Policies
- City Interpretations

These Codes are broadly stated in the following sections.

4.1 Building Codes

SFA proposes to perform structural, fire-life safety and non-structural plan review of residential, industrial and commercial buildings for compliance to all local ordinances and state code amendments that pertain to local enforcement of building and safety, and for compliance to the adopted California Codes including Building, Residential, Plumbing, Mechanical, Electrical, Energy and Cal Green. The scope of review may be subject to the direction of the City's liaison.

Since revisions are continually being made to the codes to allow for new methods and materials in construction, it is essential that every jurisdiction maintain a well-trained staff in order to provide quality plan review services. As an extension of City staff, SFA provides such quality enforcement of the Codes and Ordinances.

4.2 State Disabled Access Regulations (D.S.A.)

SFA provides comprehensive administration of the Disabled Access Regulations in Chapter 11-B which the Division of the State Architect mandates local jurisdictions to enforce through the Building Safety Department. This applies to both new and existing buildings. SFA staff has four CAsp professionals and is qualified to interpret and enforce access regulations and also has the expertise to review requests for "Unreasonable Hardship" applications and recommend action should the City so desire.

4.3 State Disabled Access Regulations (H.C.D.)

SFA also administers the new Multi-Family Disabled Access Regulations in Chapter 11-A which local jurisdictions are mandated to enforce by the State Department of Housing and Community Development. These standards pursue a different approach than the D.S.A. regulations in that they apply to non-transient residential projects such as apartments and condos that are multi-family developments. SFA has experience in reviewing plans to which these relatively complex standards apply.

4.4 State Energy Regulations

SFA provides energy review in accordance with the current Energy Regulation requirements. SFA will incorporate the proper detailing and documents in the plans for use by both the inspector and the builder, facilitating improved field relations and quality of the end product. Here also, emphasis is placed on attendance at energy seminars to obtain updated information and training in the energy regulations and the use of related forms. These regulations have become increasingly complex and are more challenging for developers to comply with.

4.5 Federal Flood Plain Regulations

Many jurisdictions have areas that, due to either their proximity to water or their elevation, are subject to federal flood plain regulations. If so desired, applicability to each project will be checked and addressed during the plan review stage. This alerts the developer at the earliest possible time in order to allow for advance planning. This is particularly important at the grading stage and in determining finish floor elevation of the proposed buildings.

4.6 Soils Engineering

SFA responds to the critical nature of proper building pad and site design as they apply to proposed structures by anticipating potential problems and addressing them at the plan review stage. Staff will review soils reports and verify implementation of their design recommendations and parameters into the structural design of the building as part of the building plan review. When subject to Flood Plain, Liquefaction Zone or Alquist-Priolo Fault Zone criteria, SFA will review for such compliance when so directed by the City.

4.7 Certified Access Specialist

SFA will provide the services required under the recent Senate Bill 1608 which mandates cities to comply with the new CASp regulations. **SFA has four (4) CASp professionals;** Scott Fazekas, Brett Archibald, Kyle Tonokawa and Kam Chitalia are all CASp Certified. The Certified Access Specialist shows a level of competency in not only California Access Regulations, but in both federal and state laws and how both citizens and the City are affected. This often benefits the City when City projects are done under Title II of the ADA.

4.8 CalGreen

SFA has LEED AP credentialed staff and California Build it Green Credentialed staff which provides evidence of familiarity with the changing regulations in Green Building Standards which the City must also enforce. The CalGreen requirements have grown in scope of application which now have increased application of mandatory features in new construction such as EV Charging Stations and environmental features. Sustainability is now a part of ensuring property protection and value.

4.9 California Historic Code

Built communities which have older structures may have buildings which are eligible to be categorized as historic properties. When this occurs, the Historic Code provisions apply relaxed standards in some areas which are more appropriate for these building, allowing them to be restored in compliance with the codes under which they were originally constructed.

4.10 California Existing Building Code

This code establishes slightly reduced standards for compliance when an existing building requires being brought up to code due to an occupancy change, for example.

4.11 Ordinances, Other Policies

SFA's reviews are tailored to cover all areas of building plan review applicable to the City of San Fernando such as adopted Ordinances or Policies.

4.12 Additional Services

SFA will provide any additional services within the scope of SFA's professional consulting expertise, as needed, on an hourly basis. Consultations requested by the City staff are without charge unless it involves a more extensive assignment.

As the primary contact for the City of San Fernando, Scott Fazekas is a CASp and has a strong background in access regulations. He is available to consult on City projects regarding Title II, ADA since cities are subject to federal law as well as state.

Some cities have a discretionary review process in which preliminary review and input is solicited from several departments/divisions. SFA does reviews for these if requested. The review is brief and intended to look for major items that may be obstacles to their proposed project design or may simply result in conditions of approval. The intent is to bring major concerns to the applicant’s attention at an early stage to avoid costly investments in developing plans prior to resolving the issues. This is often done by the City’s Building Official; however, the Building Official may choose to delegate this responsibility to SFA.

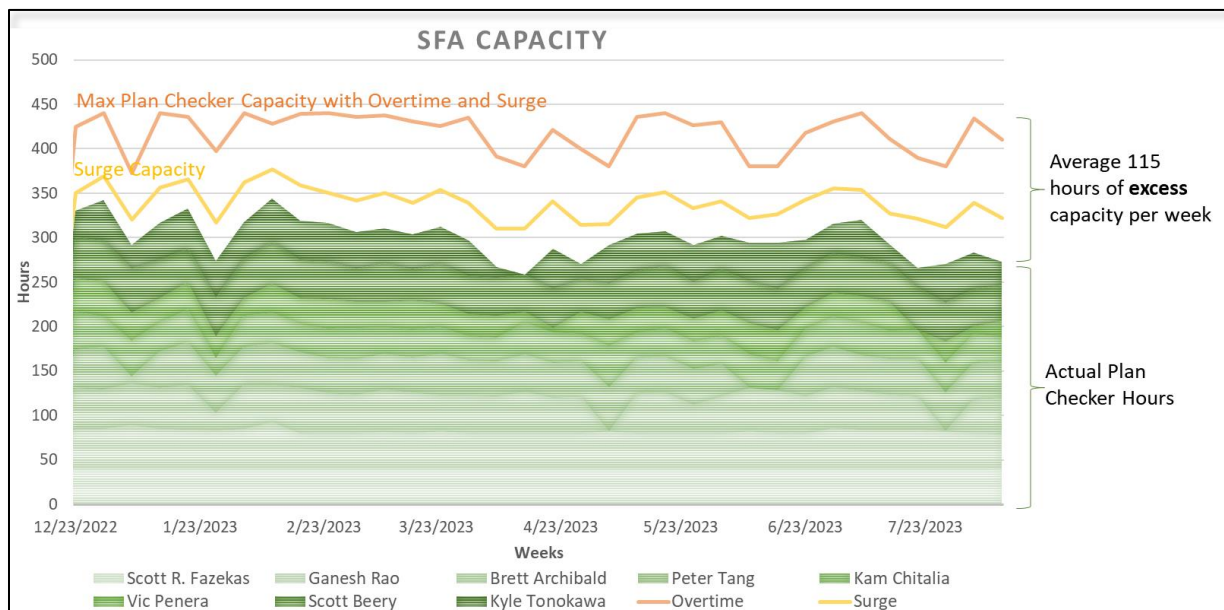
While the City currently has a Building Official, this service has been provided in the past by Scott Fazekas and is available on an as-needed basis if the need were to occur in the future.

4.13 Additional Work Capacity

The SFA admin staff performs all non-plan check related activities to enable plan check engineers the capacity to efficiently focus only on plan review.

All of SFA plan check engineers are hourly, not salaried, so they are compensated for all overtime worked. This structure allows SFA the depth of resources when assignments are received to have any or all engineers do overtime in order to always meet the deadline. This equates to approximately three Full Time Employee’s always being available for increased demand. The chart below accounts for the current work load, the excess capacity shown, is capacity to perform plan check services above and beyond the current work load.

The SFA Capacity chart below illustrates the availability of all engineers to provide **additional** plan review services to the City.



SFA’s engineers all work in the same office in Irvine. None of the SFA plan check engineers work remotely. This enhances coordination, communication, consistency in application of interpretations and team building.

5 PROJECT STAFFING

5.1 Project Organization & Staffing

The plan check engineers available to the City of San Fernando are all licensed professional engineers, each of which performs comprehensive building, plumbing, mechanical, electrical, energy, disabled access, green building and City ordinance and policy reviews consistent with the administrative protocols as directed by the City’s Building Official.

The SFA plan review team are trained in the format required by the City for plan review and are available on an as-needed basis to receive, schedule and deliver on-schedule plan reviews.

SFA’s activities in professional organizations are represented in the resumes of Scott Fazekas and the team of plan check engineers. Mr. Fazekas has served on committees, and lectured at seminars, for the two primary organizations which represent building safety professionals: I.C.C. and Calbo. He served four years on I.C.B.O.’s General Design Code Development Committee which then became the Structural Code Review Committee in 1999. He also served six years on the ANSI A117 Committee which develops the accessibility standards used in the federal and state access regulations. One of SFA’s senior plan check engineers, Ganesh Rao, S.E., has developed and instructed the Calbo Structural Code Update Seminar for the C.B.C. Additionally, Vic Penera, S.E., served as Chairman of the I.B.C. Structural Code Development Committee and was involved in the drafting of the 2000 I.B.C. structural provisions. Brett Archibald, one of SFA’s plan check engineers, took the initiative in developing both a commercial and a residential checklist for the 2010, 2013, 2016, 2019, and 2022 California Codes. This has been shared with local I.C.C. Chapters and client agencies. Staying abreast of the code industry is key to SFA’s philosophy of serving as a highly-trained extension of the City’s staff.

5.1.1 Principal/Project Manager

Name	Qualifications	Type of Review Work
Scott R. Fazekas, President AIA, NCARB, CBO, CASp LEED AP	Registered Architect, CA Colorado, Nevada, NCARB Certified Plans Examiner ICC/Calbo Certified Building Inspector, ICC/Calbo LEED Accredited Professional, LEED Certified Access Specialist (CASp) DSA Certified Building Official, ICC	Building, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility, CalGreen

Scott Fazekas, as Principal and Project Manager will be responsible for the administration of services and seeing that services are tailored to the specific needs of the Agency. He has managed consulting plan check and building safety services for over 36 years. He will also perform plan reviews and assign which employees will work on each given project. Mr. Fazekas is Past President of the Orange Empire Chapter of I.C.C. and has served on the Code Development and Education Committees. He also serves in the capacity of Building Official for two cities and stays abreast of changing regulatory trends.

5.1.2 Associates

Name	Qualifications	Type of Review Work
Ganesh Rao, S.E.	Registered Structural Engineer, CA Registered Professional Engineer, CA Certified Plans Examiner, ICC/Calbo	Building, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility, CalGreen

Mr. Rao has diverse design experience of wood, concrete and steel in low, mid and high-rise structures of varying occupancy groups. Now focused in plan review he brings a thorough knowledge of current structural code provisions. He has worked for SFA for 26 years.

Vic Penera, S.E.	Registered Structural Engineer, CA California Structural Engineers Association of Southern California American Society of Civil Engineers; International Conference of Building Officials	Building, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility, CalGreen
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Vic Penera had been with the City of Los Angeles Building Safety with experience in both plan review and supervision. He has worked for SFA for 25 years.

Brett Archibald, P.E. CASp	Registered Civil Engineer, CA Certified Plans Examiner, ICC Certified Mechanical Inspector, ICC International Code Council American Society of Civil Engineers Build it Green Certification, CA Certified Access Specialist, CASp	Building, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility, CalGreen
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Brett Archibald has 21 years' experience in residential and commercial plan review. He is responsible for keeping SFA's Correction Lists updated at each Code adoption cycle and is the lead person for Energy Code updates. He is also the primary person in working with IT services and working with client's software and file transfer protocol needs.

Peter Tang, P.E.	Licensed Civil Engineer, CA	Building, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility, CalGreen
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Peter Tang joined SFA after having spent sixteen years in structural design. His expertise in wood-framed structures and rack design has made him a valuable resource. Peter has 20 years' experience in residential and commercial plan review.

Name	Qualifications	Type of Review Work
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Kyle Tonokawa, P.E. CASp	Registered Civil Engineer, CA Certified Access Specialist CASP	Building & Structural, Plumbing, Mechanical, Electrical T24 Energy, Accessibility, CalGreen
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Kyle Tonokawa joined SFA in 2018. He has plan checked and approved plans, design calculations and reports for various commercial and residential buildings and developments for compliance with the California Building Code, State Title 24 Accessibility, ADA and Energy requirements. He has 33 years of combined experience with L.A. City, Anaheim and Irvine Building Departments.

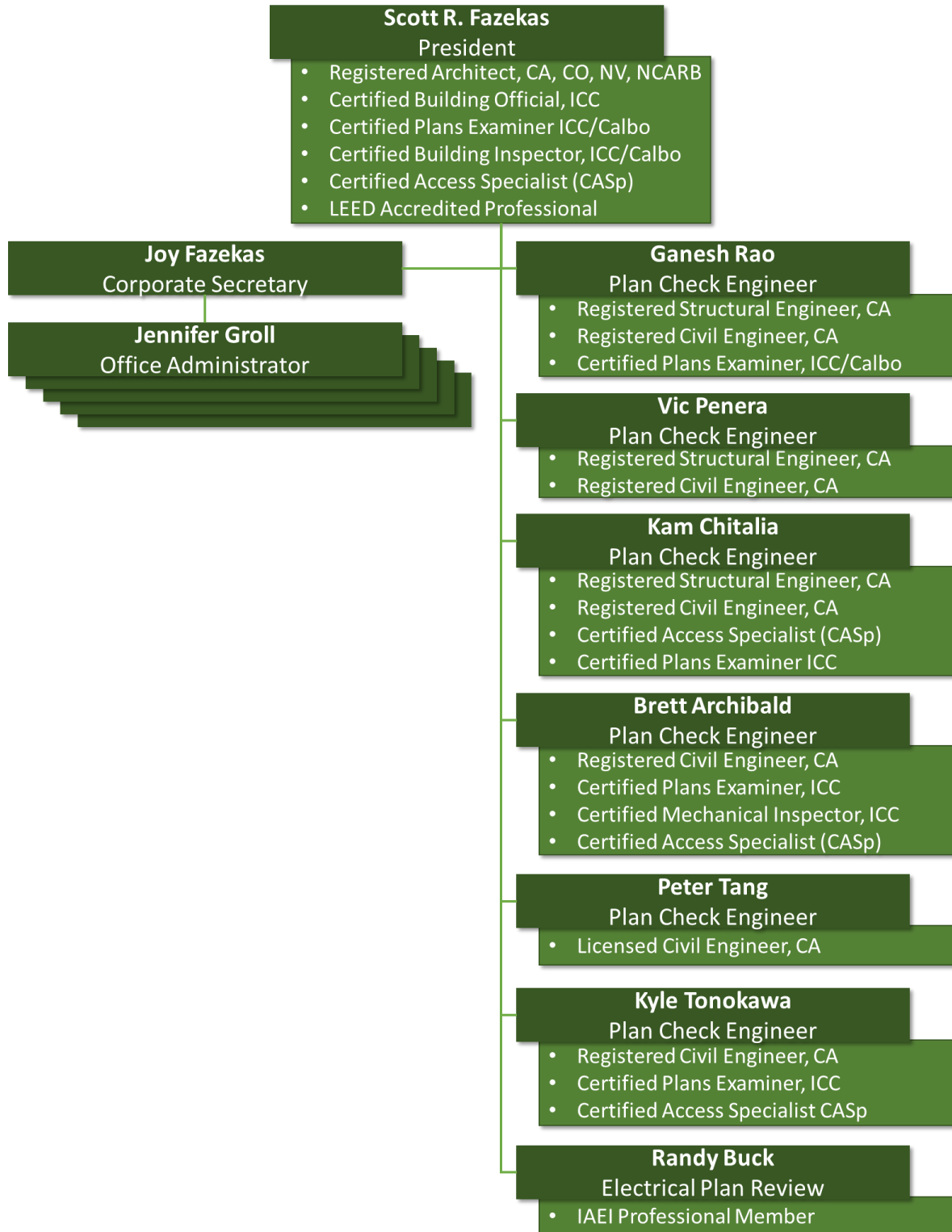
Kam Chitalia, S.E., CBO CASp	Registered Civil Engineer, CA Registered Structural Engineer, CA Certified Access Specialist, CASp Certified Plans Examiner, ICC	Building & Structural, Plumbing, Mechanical, Electrical T24 Energy, Accessibility, CalGreen
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Kam Chitalia joined SFA in 2019. He has provided comprehensive plan check services for all of SFA's client agencies. His reviews include checking for compliance with all state and local codes, ordinances, regulations and City-specific policies. He has 32 years of building safety experience with City of Irvine and SFA and 5 years in the private sector in structural design.

Randy Buck, Electrical	IAEI Professional Member	Electrical Review
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Randy Buck provides specialized electrical plan review for all types of commercial and industrial and residential buildings. He worked as Chief Electrical Inspector and then Chief Inspector in the City of Costa Mesa and now works for SFA reviewing Electrical plans and consulting with the plan check staff on electrical code. Mr. Buck is a past President, International Association of Electrical Inspectors (IAEI).

5.2 SFA Organizational Chart



5.3 SFA Personnel Resumes

Resumes are provided on the following pages.

SCOTT R. FAZEKAS**EDUCATION**

Bachelor of Science in Architecture, California State Polytechnic University, 1980
Supplementary Structural Course Work, California State University, Fullerton, 1984

PROFESSIONAL REGISTRATION

Licensed Architect, California, C-19012, Colorado, Nevada, NCARB

CERTIFICATIONS

LEED Accredited Professional, LEED
Certified Access Specialist, DSA CASp-063
Certified Building Official, I.C.C. 808505-CB
Certified Plans Examiner, I.C.C., C.B.C. 808505-K-6
Certified Building Inspector, I.C.C., C.B.C. 808505-K-1

EXPERIENCE

Mr. Fazekas is President of Scott Fazekas & Associates, Inc. (SFA) which provides building official, building plan check and building inspection services to governmental agencies. He has interfaced with architects, engineers, designers, contractors, plan checkers, inspectors, developers and building owners to achieve code compliant building construction through the application of local, state, and federal codes and regulations.

Mr. Fazekas has 50 years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. (currently Bureau Veritas) as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time, he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.

Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for over twenty jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes for Calbo and ICC. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he, as AIA's representative, voted on the ANSI A117.1 Disabled Access Standards. He also served four years on I.C.B.O.'s General Design/Structural Review Committee and on the Orange Empire Chapter of I.C.B.O.'s Code Change Committee. He has served on the local Orange Empire Chapter of ICC's Board and was President in 2005. He has served as both contract and interim Building Official for over 20 jurisdictions during his last 38 years in the private sector.

PROFESSIONAL AFFILIATIONS

American Institute of Architects (A.I.A.)
International Code Council (I.C.C.)
California Building Officials (CALBO)
Certified Access Specialist Institute (CASI)

GANESH M. RAO**EDUCATION**

Masters of Science in Civil Engineering, Brigham Young University, Provo, Utah
Bachelor of Science in Civil Engineering, Bangalore University, India

PROFESSIONAL REGISTRATION

Registered Structural Engineer in California S4471
Registered Professional Engineer in California C52721
Certified Plans Examiner, I.C.C. 1136557-60

EXPERIENCE

Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 29 years of progressively involved engineering experience.

Prior to his employment with SFA, Mr. Rao spent eight years in the design field with experience in California, Nevada and Hawaii designing wood, steel concrete and post-tensioned low, mid and high-rise structures. Occupancies which he has performed design work for have included retail, medical, office resort, bridge, industrial, schools, parking structure and hanger facilities.

Some of Mr. Rao's notable projects include two Amazon Fulfillment Facilities of 5-story Type I construction; Education First private school campus with some historic building re-use and new on-campus housing for students; the Ontario Event Center, numerous mixed-use mid-rise structures with parking, retail and housing complexes, many with snow loads in Mammoth Lakes; large-scale cannabis grow farms as well as processing facilities; a 45,000 sf residence in the desert with an airplane wing-like roof using finite element analysis in the design; the Great Wolf Water Park & Resort in Garden Grove with a 10-story hi-rise hotel; elderly care facilities; ambulatory surgery centers; and the Tustin Blimp Hanger evaluation re-use project. He has recently worked on the 62-acre World Energy Paramount project. This project is a biofuel manufacturing/processing facility with extensive overhead process piping as well as administrative and industrial buildings.

Mr. Rao has experience in a variety of geographic regions. His design experience includes projects in California, Nevada, Washington, Oregon, Hawaii and the Territory of Guam. His plan review experience has been in California, Nevada and Colorado. Mr. Rao has reviewed plans for code compliance for residential, tenant improvement, low to mid-rise, tilt-up warehouses, etc. Projects included a three-dimensional finite element analysis of space frame for a mall in the Territory of Guam; Disney Building in Burbank utilizing Haunch moment connections; seismic retrofit of Mattel Distribution Center; an aircraft hanger; and Sony Technology Center in San Diego. Projects also included design and detailing of antenna structure ranging from 30 feet monopole to 400-foot latticed tower.

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

VICTOR A. PENERA**EDUCATION**

Bachelor of Science in Mechanical Engineering, California State University, San Diego 1968
Master of Science in Mechanical Engineering, University of Southern California, 1970
Supplementary Structural Course Work, California State University, Los Angeles, 1973-76

PROFESSIONAL REGISTRATION

Registered Structural Engineer, California 1976, S2083
Registered Professional Engineer, California 1971, C21629

EXPERIENCE

Mr. Penera joined SFA in April 2000 as a member of its plan check engineering staff after completing 30 years of service with the City of Los Angeles.

Having worked four years in the Department of Public Works and 26 years in Building and Safety with the City of Los Angeles, Mr. Penera has substantial experience in both design and plan checking of structural systems. In the 26 years he spent with LA Department of Building and Safety, he plan checked a wide spectrum of structures, occupancies and uses; from simple, wood-frame, single family room additions to complex, high-rise, steel office buildings.

During the last three years of his career with Los Angeles Department of Building and Safety, Mr. Penera served as the Deputy Superintendent of Building in charge of the Engineering Bureau. As Chief of the Engineering Bureau, Mr. Penera oversaw a staff of 175 engineers, technicians and clerical staff responsible for the checking for compliance of state and local regulations related to building, electrical, plumbing, mechanical and zoning issues.

During this term in management, he oversaw ordinance adoption, council presentations, counter processes, programs for large scale preliminary review meetings, proprietary product listings, tracking and approvals and Alternate Methods and Materials Requests (AMMRs).

During his time with SFA, Mr. Penera has performed comprehensive plan reviews of the full range of construction and occupancy types of both small to large scale projects. His career experience, credentials as a structural engineer and management experience have honed his abilities as a plan check engineer.

Mr. Penera was active in the development of the first International Building Code (IBC). For one year he served on the Steering Committee for the development of the first draft of the IBC and for two years served as Chairman of the Structural Subcommittee to draft the structural engineering chapters (Chapters 16-26) of the proposed IBC.

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Southern California (SEAOC)
American Society of Civil Engineers (ASCE)
International Conference of Building Officials (ICC)

KAM CHITALIA**EDUCATION**

Masters of Science, Civil Engineering, Clemson University, South Carolina
Bachelors of Science, Civil Engineering, Bombay University, Bombay, India

PROFESSIONAL REGISTRATION

Structural Engineer, California (S3661)
Civil Engineer, California (C40594)

CERTIFICATIONS

ICC Certified Building Official (858212)
ICC Certified Plans Examiner (858212-06)
Certified Access Specialist (CASp-959)
Building Official Leadership Academy (BOLA) Graduate
Certified Post-Disaster Assessment Program (SAP) Evaluator
Certified Post-Disaster Assessment Program (SAP) Coordinator

EXPERIENCE

Mr. Chitalia is a Building Plan Check Engineer with Scott Fazekas & Associates, Inc. (SFA) where he provides comprehensive plan check services for all SFA's client agencies. His reviews include checking for compliance with all state & local codes, ordinances, regulations and City-specific policies.

Mr. Chitalia's career began in 1984 where he worked in the private sector in structural design firms for 5-1/2 years where he designed multi-story buildings of steel, masonry, concrete and wood. In 1989, he began his career with the City of Irvine. His positions ranged from Associate Engineer to Senior Engineer to Principle Engineer, and he ultimately became the Chief Building Official/Manager of Building & Safety. During his 20 years of progressively responsible roles, he reviewed OSHPD projects for the State, complex multi-story structures including hi-rises, shopping centers, fire stations, condos, apartments, parking structures and churches. During a 9-year period as Principle, he supervised in-house staff that managed reviews of over \$12 billion valuation. As Building Official, he interacted with local Fire (OCFA), Water District (IRWD), and County Health (OCHCA) and supervised over 80 staff members.

PROFESSIONAL AFFILIATIONS

California Building Officials (CALBO)
International Code Council (ICC), Orange Empire Chapter
Certified Access Specialist Institute (CASI)

KYLE B. TONOKAWA**EDUCATION**

Bachelor of Science in Civil Engineering, California State Polytechnic University, 1985

PROFESSIONAL REGISTRATION

Registered Civil Engineer, CA (C43738)

CERTIFICATION

Certified Access Specialist (CASp), DSA CASp-0642

EXPERIENCE

Mr. Tonokawa is a plan check engineer in SFA's Irvine office. He provides plan reviews of all types of construction and occupancy groups. Through his 33 years of municipal building department career, he has gained diverse experience in zoning reviews, testing of proprietary construction products and listing, grading reviews and geotechnical report reviews and management of plan check staff in addition to comprehensive plan review responsibilities.

Mr. Tonokawa began his career in 1985 as a plan check engineer with the City of Los Angeles where he worked for 13 years providing building, zoning and grading plan reviews. He then spent nine (9) years as Senior Plan Check Engineer with the City of Anaheim where he handled major projects, as well as code interpretation resolutions and project flow and scheduling. His most recent position before joining SFA was 11 years in the City of Irvine as Senior Plan Check Engineer where, in addition to complex plan reviews, he handled staff training, inter-departmental representation and interfacing with consultants in providing plan review services. He was also responsible for the implementation, coordination and daily operation of Irvine's Tidemark permitting system and its later upgrades.

Mr. Tonokawa has reviewed numerous mid and hi-rise structures in his career. His reviews have included wrap-around mid-rise condos around parking structures, industrial complexes, hazardous material storage & processing, assembly buildings, private schools, churches, apartment complexes, offices, retail complexes & malls, essential services facilities and oil refinery projects.

Some of Mr. Tonokawa's large projects are as follows: Twin 20-Story Office Towers in the Irvine Spectrum, 15-Story Marriott Hotel at the Irvine Broadcom Campus, 997-Unit Park Plate Apartments and Parking Garage, Tower of Terror at Disneyland, Garden Walk Shopping Mall at Disneyland, Finding Nemo Submarine Voyage at Disneyland, 77th Street LA Police Facility, and World Energy Paramount 62-Acre Bio Fuel Processing Facility.

During his term in Los Angeles, he was responsible for reviewing, working with applicants and manufacturers to determine test protocols for proprietary products. He reviewed test data for a range of proprietary products such as sprayed fireproofing, engineered lumber products, viscous seismic dampers and roofing products.

PROFESSIONAL AFFILIATIONS

Calbo - Post Disaster Safety Assessment Evaluator

California Office of Emergency Services - Essential Engineering Duties

International Code Council, (I.C.C.)

PETER K. TANG**EDUCATION**

Bachelor of Science in Engineering, California State Polytechnic University, 1994

PROFESSIONAL REGISTRATION

Registered Civil Engineer, California, C59691

EXPERIENCE

Mr. Tang has been a plan check engineer in SFA's Irvine office for 18 years. He reviews both residential and commercial plans for compliance with model codes and ordinances. With a background in forensic investigations on wood-framed structures, he is particularly well versed in wood structures.

Over an 18-yr. period, Mr. Tang has been exposed to a variety of engineering design assignments with three different structural design firms. He was employed by Seismic, Inc. in Pomona; Ficcadenti & Waggoner Structural Engineers in Irvine; and John A. Martin Structural Engineers in Los Angeles.

Mr. Tang has been an excellent supervisor to junior plan checkers in the area of wood framing. His expertise in rack design has also made him a valuable resource in the review of increasingly large rack systems.

In his engineering design years, Mr. Tang was a project designer on Fresno State's Savemart Center, a steel and concrete sports area; the Pacific Grand Resort, a steel conference center in Huntington Beach; the Westpart Tiempo Community in Irvine, a seismic retrofit of homes; and the Casa Gateway Condos in Pacific Palisades, a seismic evaluation of 3-story homes.

Through the current contract with the City of Norwalk, Mr. Tang worked in-house at the City one day per week for almost 8 years. He worked with applicants to answer code questions and to resolve plan check issues for both his projects as well as those of other SFA plan reviewers. His personality allowed him to be a successful ambassador. Mr. Tang is one of two key engineers responsible for doing electronic data entry to client agencies and assisting others with computer entry protocols.

Mr. Tang is one of SFA's engineers responsible for, and adept at, data entry into client plan log systems. He is familiar with the specialized needs which are unique to SFA's clients. His long tenure with different software systems has made him effective at troubleshooting areas which can be improved when new systems or changes occur. He has set times scheduled for his data entry responsibilities.

BRETT A. ARCHIBALD**EDUCATION**

Bachelor of Science in Civil Engineering, California State San Diego, 2002
Structural Emphasis in Course Work

PROFESSIONAL REGISTRATION

Registered Civil Engineer, California, C69206

CERTIFICATIONS

Certified Plans Examiner, I.C.C. 5114159-60
Certified Mechanical Inspector, I.C.C. 5114159-41
Build It Green Certification, CA
Certified Access Specialist, DSA CASP-122

EXPERIENCE

Mr. Archibald is one of SFA's professional staff in the Irvine office. He has 19 years of experience with SFA reviewing both residential and commercial projects. He is responsible for tracking changes in T-24 Energy Regulation and updating all staff.

Mr. Archibald started internship with SFA during college summer breaks and immediately started full-time upon graduation in 2002. He has performed reviews of all construction types and occupancy groups during his tenure including new structures, additions and alterations.

Mr. Archibald has experience in plan checking a variety of projects including single and multi-family housing, tenant improvements, new commercial and industrial buildings, seismic retrofits, tilt-up warehouses, etc. These projects involved structural systems such as wood framing, light gauge steel, moment frames, cantilever columns, concrete and masonry.

Mr. Archibald has taken the lead role of developing and updating SFA's Commercial & Residential Standard Correction Lists used by the entire plan check team. He has also been the key plan check engineer to follow all the T-24 energy updates and is the "go to" person for energy questions. As a CASp, he also maintains updated training as a CASI member.

Mr. Archibald is one of two key staff engineers that take the lead role in assisting clients with implementing electronic plan reviews as well as doing data entries in the client's tracking system when needed. He has been instrumental in assisting clients in the process of implementing digital plan review for plan intake and review. He is also SFA's key representative when client's software systems change and protocols change or when SFA is initiating services with a new client. Mr. Archibald also has set scheduled times when he does data entry for SFA's projects being logged in to client databases.

Mr. Archibald has also been instrumental in helping to establish tailored documentation for some of SFA's newer clients or clients which are modifying procedures or policies. His computer skills have assisted in the coordination of SFA processing with the needs of clients.

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
Certified Access Specialist Institute (CASI)

RANDY BUCK**EDUCATION**

Electrical Engineering, California Polytechnic University, San Luis Obispo, CA
Whitworth College, Spokane, WA

EXPERIENCE

Mr. Buck works for SFA to provide electrical plan review services on large or complex projects and interfaces with all plan check staff as-needed on unique electrical code issues. He has worked for SFA since his retirement from Costa Mesa in 2017.

Mr. Buck has worked in the electrical industry for the past 40 years, starting as an electrician, electrical contractor and then entering the public sector as an electrical inspector for the City of Costa Mesa. He retired after 30 years of service as the Chief Inspector and Electrical Plan Checker for Costa Mesa. He presently teaches electrical code and ordinances for the International Brotherhood of Electrical Workers (IBEW).

During his 30-year tenure with the City of Costa Mesa, he plan checked and inspected the electrical on large multi-family residential complexes and numerous commercial facilities. Some notable projects were the Segerstrom Concert Hall which was a large, complex project on an extremely tight timeframe; Triangle Square which had large fault current, generator and an EM lighting system; and Toyota Racing Development (TRD) which had large dynamometers which were unique, custom, one-of-a-kind equipment for their test facility.

Prior to his experience with the Costa Mesa Building Division, Mr. Buck worked for two Electrical Contractor firms: Foster Electric & Engineering and Walker Electric. He worked 4 years with Foster Electric doing oil refinery hazardous location installations, restaurants and industrial food processing conveyors. With Walker Electric, he worked for 6 years doing large residential complexes up to 750 units, subterranean parking, tennis courts, a community building with racquetball courts, gym, streams, and pool.

Along with his present duties performing plan reviews with SFA, Mr. Buck teaches at the NJATC (IBEW Training Building) in Santa Ana. The program he teaches is accredited for Santiago Canyon Community College. His coursework covers compliance, calculations, and interpretation with the Electrical Code.

PROFESSIONAL AFFILIATIONS

International Association of Electrical Inspectors (IAEI), Past President
IAEI Professional Member #6034372

6 COST DATA

Plan Check Services are proposed based on a percentage of the City's Plan Check Fee, with hourly rates for work not covered by the percentage fee. The categories are listed as follows:

- Complete comprehensive review covering structural, fire-life safety, non-structural, electrical, plumbing, mechanical, access, energy and other applicable scope listed in the proposal is proposed at thirty-two percent (32%) of the City fee.
- Structural Only review is proposed at sixteen percent (16%) of the City Plan Check fee.
- Electrical, plumbing or mechanical plans submitted separately, including other deferred submittals, is proposed at an hourly rate of \$125.
- Excessive plan checks are seldom charged an extra hourly rate as such projects are likely not running smoothly and additional charges only exacerbate the situation. When plans are revised or incomplete for which the City agrees charging additional hours is warranted, a rate of \$125/hr. is proposed. Before imposing such charges, the correction list will give an advance notice that further unresponsive resubmittals will incur hourly charges which is intended to incentivize providing complete plan check responses.
- Changes to previously approved plans are proposed at an hourly rate of \$125.
- Expedited plan check reviews are proposed at a rate of 1.5 times the regular rate, and the agreed upon due date will be established in advance with a turnaround time of approximately one-half the regular turnaround time.
- Repetitive buildings which are identical such as tract homes are proposed at ten percent (10%) of the City's Plan Check fee once the initial model is reviewed at the regular rate.



2024

PROFESSIONAL SERVICES AGREEMENT

(Parties: Interwest a SAFEbuilt Company Inc. and City of San Fernando)

(Engagement: On-Call Comprehensive Building & Safety Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 20th day of May, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INTERWEST A SAFE BUILT COMPANY INC. (Interwest) (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional on-call as needed building and safety services in building administration, building permit inspection services; building permit plan check services including landscape and irrigation plan check and inspection services; specialized plan check and inspection services; and counter and permit issuance services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of May 20, 2024, under Agenda Item No. 6.

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

I.

ENGAGEMENT TERMS

- 1.1 TERM: This Agreement shall have a term of three (3) years, (hereinafter, the "Term"), commencing from July 1, 2024. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for two (2) one-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Qualifications of CITY entitled "Professional On-Call Building & Safety Services" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Interwest a SAFEbuilt COMPANY City of San Fernando Professional On-Call Building & Safety Services". The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

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- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 **COMPENSATION:** CONSULTANT shall perform the Services in accordance with the CONSULTANT's "Proposal Cost Sheet and Rates" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the annual sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** during each of the five (5) fiscal years encompassed by this Agreement (hereinafter, the "Fiscal Year Not-to-Exceed Sum") for an aggregate Not-to-Exceed Sum of **SEVEN HUNDRED FIFTY DOLLARS (\$750,000)** (hereinafter, the "Aggregate Not-to-Exceed Sum"). CONSULTANT's total aggregate compensation during the extended five (5) year Term of this Agreement shall not exceed the Aggregate Not-to-Exceed Sum unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed.

Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 **ACCOUNTING RECORDS**: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 **ABANDONMENT BY CONSULTANT**: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVE**: The CITY hereby designates Erika Ramirez, Director of Community Development Department (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 **CONSULTANT REPRESENTATIVE**: CONSULTANT hereby designates Elizabeth Alsky to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

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- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:
- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
 - E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
 - F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

- 2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY, which shall not be unreasonably delayed or withheld. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: William "Bill" Hayes, Project Manager and Elizabeth Alsky, Account Manager.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services

subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.9 **NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.

INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

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

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: Except with respect to Workers' Compensation coverage, all policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.

INDEMNIFICATION

- 4.1 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.2 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice and selected from CONSULTANT's insurance carrier's panel counsel.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

- 4.7 The duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:

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- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing

notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CONSULTANT shall have no liability arising from the use of any Documents and Data for any purpose or on any project other than that for which it was produced. For the avoidance of doubt, nothing in this Agreement shall be understood to grant CITY rights to pre-existing intellectual property of CONSULTANT, including CONSULTANT software and licensed software, or to any improvements thereto.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by

CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*

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

CONSULTANT:

Interwest Consulting Group, Inc.
Attn: Paul Meschino, President
9320 Chesapeake Drive, Suite 208
San Diego, CA 92123
Phone: (619) 372-9962

CITY:

City of San Fernando
Community Development Department
Attn: Erika Ramirez, Director of Community
Development
117 Macneil Street San Fernando CA 91340
Phone: (818) 898-1217

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 **CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT 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 §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT 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 CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT 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 CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

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- 6.11 **ATTORNEYS' FEES**: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS**: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD-PARTY BENEFIT**: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT**: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY**: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION**: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 **CAPTIONS**: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS**: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 **ENTIRE AGREEMENT**: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 **FORCE MAJEURE:** The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT’s sole remedy being extension of the Agreement pursuant to this Section.

6.21 **COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

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:

INTERWEST A SAFE BUILT COMPANY INC.:

By: _____
 Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
 Richard Padilla, Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS

Notice is hereby given that Request for Proposals (RFP) will be received by the City of San Fernando, California, for furnishing the following:

PROFESSIONAL ON-CALL BUILDING AND SAFETY SERVICES

The City of San Fernando Community Development Department is requesting RFPs from qualified firms to provide on-call as needed professional Building & Safety services. The contract term will be for a period of three (3) years.

Three original and one electronic copy of the proposal must be submitted to the COMMUNITY DEVELOPMENT DEPARTMENT in a sealed envelope labeled "City of San Fernando RFP- **Professional On-Call Building & Safety Services**" at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, no later than **Thursday, January 11, 2024 at 5:30pm**. All RFPs received after that time will not be accepted.

A copy of the RFP may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made in writing or email received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

Published in **The San Fernando Sun** on **December 7, 2023**

City of San Fernando CD- BLD RFP

REQUEST FOR PROPOSALS



The Community Department is requesting proposals for:

Professional On-Call Building & Safety Services

RELEASE DATE: December 7, 2023

RESPONSE DUE: January 11, 2024

GENERAL INFORMATION

The City of San Fernando' Community Development Department ("City") is seeking proposals from qualified consulting professionals or firms ("Consultant") interested in providing on-call as needed professional consulting services to the Building & Safety Division of the Community Development Department. The City is requesting proposals that provide the following: 1) building administration; 2) building permit inspection services; 3) building permit plan check services including landscape and irrigation plan check and inspection services; 4) specialized plan check and inspection services; 5) counter and permit issuance services; or 6) any of the combined services.

Agreements with selected Consultant(s) will be for three-year term with optional extensions at the discretion of the City.

A list of the scope of services if provided herein. Consultants responding to this proposal must indicate the skills, ability, and/or services which distinguish the consulting professionals or firms from other consulting professionals or firms to make the proposal the best choice for the City.

BACKGROUND

The City of San Fernando (City) is a general law city incorporated in 1911. The City is governed by a five-member city Council who members are elected at large and operates under a Council/City Manager form of government. It is located in the San Fernando Valley region of Los Angeles County and is approximately 2.4 square miles with a residential population of 24, 564.

The Community Development Department includes the divisions of Planning, Building & Safety, Community Preservation and Housing. The Community Development Department intends to utilize this RFP to select one or more Consultants that are capable of providing on-call as needed building and safety services such as administrative, plan check, permit issuance and inspection services.

On-Call Building & Safety Services

The City currently has separate contracts for on call as needed plan check services which will expire April 2024 and for on call as needed building inspection services that will expire June 2024; and is therefore, seeking to contract with qualifying Consultants that can provide comprehensive on-call as needed building and safety services including administration, permit issuance, plan checks, inspections, and public counter services. The building and safety services being requested should not be construed as mutually exclusive services. The City retains the right to accept or reject any and all of the proposals; or any item or part thereof at its discretion; make an award for a portion of the scope of work/services; or award contracts to one or more proposers for any portion of the described services.

Proposing firms should also highlight any additional certifications or specialized plan reviews or inspections that may be required in association with development projects that are within the firm's expertise. This should include landscape and irrigation plan check and inspection services as well as plan reviews and inspections in accordance to the City of Los Angeles Fire Code-specifically related to Fire Sprinklers. The Community Development Department desires firms that can also provide assistance in analyzing and amending the Municipal Code, developing policy documents; and recommending implementation procedures for effective and efficient plan review, permit issuance and inspection processing in accordance to building and safety related enacted state legislation.

The Consultant(s) will enter into an agreement to provide building and safety services on an on-call as needed basis for a period of three (3) years. The City has the discretion to request any of the listed services on an as need basis for specific durations of time during the three year period. The selection does not guarantee the use of all aspects of the services listed. Services will be requested when needed. When the firm is requested to provide a building and safety service, the firm and its staff shall work as extension of City staff and under the direction of the Director or their designee. Depending on the specific work the firm is selected to perform, work may be required to be conducted on-site at City Hall or remotely according to the Division needs. This means selected firms shall have the required software and hardware to receive and return electronic plans as well as to perform electronic review and approval of plans in addition to hard copies. The successful firms shall also have the resources to provide cost effective and timely services to the City. Additionally, the City has an option to interview the Consultant's candidate who will provide on-call service(s). If sub-consultants are necessary to complete the work, the consultant shall advise the City of the name of the firm(s) proposed to complete those studies. Sub-consultants shall have all the appropriate licenses, certifications, and registrations necessary to perform the scope of work. The consultant shall be fully responsible to the City for the performance of their subcontractors, and of persons either directly or indirectly employed by them.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Erika Ramirez, Director of Community Development, via e-mail at eramirez@sfcity.org. Questions must be received by 5:30 p.m. on **Tuesday, December 12, 2023**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, December 14, 2023**.

C. Submission of Bid Proposals

All bid proposals shall be submitted via email to Erika Ramirez at eramirez@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP –Professional On-Call Building & Safety Services." Proposals must be received no later than Thursday, **January 11, 2024 at 5:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal;

and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

The following section describes the specific services being requested by this Request for Proposal. The City of San Fernando Community Development Department requires the services of consulting firms on an on-call as needed basis to assist from time to time for various services within the Building & Safety Division. Therefore, the Department seeks to select a Consultant(s) capable of providing comprehensive services related to building and safety on an on-call as needed basis. This will allow firms to be selected for required services staff is not licensed or certified to provide as part of the development review process as well as to engage professional experts to assist with City initiated projects or programs.

While the City has historically utilized vendors for these services, this RFP is being issued in compliance with internal requirements to periodically solicit proposals and maintain an updated list of qualified vendors.

Required Services:

On-Call Building & Safety Services

The City of San Fernando has adopted the City of Los Angeles Building Code by preference and contracts with the City of Los Angeles Fire Department for Fire Plan Check, Permitting and Inspections associated with development projects. The City has currently contracts with a professional consulting firm to provide remote plan check review services. Therefore, plan review is primarily electronic, however, the City does not prohibit physical plans from being submitted if the applicant prefers. The City has recently purchased Bluebeam software for staff to electronically review plans. The City also provides an online portal for the issuance of permits. The Building and Safety Division currently utilizes Edgesoft AIMS system for permits, inspections and keeping property records.

Over the past five years, the Building and Safety Division has seen the following levels of activity through the noted fiscal cycles:

FISCAL YEAR	2020/2021	2021/2022	2022/2023	2023/2024*
Permit Valuation	\$15,110,838.00	\$19,982,065.00	\$138,368,651.00	\$98,374.18*
No. of Permits	1,219	1,059	1,034	404*
No. of Inspections	1,116	1,233	1,177	435*

**Includes dates from July 1, 2023 through October 30, 2023*

The City of San Fernando is seeking a Consultant(s) to provide comprehensive professional building and safety consulting services (Registered California Engineers, CASP, ICC or IAPMO certified Building Official, Plan Examiners, Inspectors, Permit Technicians). Proposals shall include a proposed staffing plan on how to provide the required services in a cost effective manner. The staffing plan shall identify the number of persons for each position that would be assigned to the City upon request. Indicate by name and title those persons that will be providing Administration, Plan Check, Landscape Plan Check, and Inspection services. Capacity by certified Specialized Plan Check and Inspection services and Permit issuance and counter services can be described and specific personnel can be provided upon request. Clearly indicate if each person will be assigned to off-site, on-site and whether persons assigned will be providing multiple services (i.e. Administration and Inspections). Multiple staffing level options may be proposed that are based upon a certain level of permit activity. Proposals must include the option for a certified permit technician for permit issuance and counter services. The City has a desire to have a qualified person onsite at a minimum of 4 hours a day for 4 days a week that can fulfill administrative, plan check (limited over the counter) and inspection services. Activities listed below included but are not limited to all those desired by the City.

a) Building Administration.

- a. Building Official. Consultant should propose an International Code Council (ICC) Certified Building Official. The Building Official shall perform the following services, including but not limited to:
 - i. Function as the Building Official as set forth in the California Building Code, in other municipal government adopted building codes and ordinances, as specified in Federal and State law.
 - ii. Issue Certificate of Occupancies (C of O) for buildings and structures.
 - iii. Manage, coordinate and oversee building permit, plan check and building inspections.
 - iv. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the City of Los Angeles Building Code, California Building Codes, including any and all related Codes, or other uniform safety code, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.
 - v. Make determinations on the approval and use of alternative materials and methods of construction.
 - vi. Process and prepare Planning and Preservation Commission and City Council reports and recommendations, and assist in the presentations of appeals regarding building and safety matters. Attend City Council, Planning and Preservation Commission meetings and other meetings as directed.
 - vii. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.

- viii. Make final interpretations concerning the application of building and safety codes.
 - ix. Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, and submit monthly activity reports to the City.
 - x. At the direction of the Director, assist with other administrative building and safety related duties, including developing and implementing policies and procedures, creating handouts and forms, drafting content for the website, etc.
 - xi. Meeting with developers, homeowners, business owners, architects, engineers, and the general public at the City or in the field, as the need dictates to resolve grievances, and/or respond to questions to ensure timely project processing in compliance with State, Federal, City laws and ordinances.
 - xii. Ensure all building related activities are entered into the City's tracking system in an accurate, complete, timely manner.
- b. Consultant shall provide the City the technical assistance necessary to prepare the periodic updates to the uniform building and safety and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:
- i. Prepare the City's ordinance updates, staff reports and attend the City Council meetings.
 - ii. Coordinate with the Los Angeles City Fire Department and prepare city code ordinance update, regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Code are crossed referenced.
- b) Building Inspector.
- a. Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances.
 - b. Inspect buildings and structures, for which building permits have been issued for compliance with the approved plans and applicable code and ordinances.
 - c. Inspect for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.
 - d. Coordinate with various City, County, and other agencies and departments, including but not limited to City of Los Angeles Fire Department, Los Angeles County Environmental Health Department, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the above building and safety code regulations.
 - e. Enforce conditions of approval associates with discretionary permits regarding building and safety regulations, as adopted by the City.
 - f. During inspections, issue stop work orders or correction notices or notices of violation when violations of the above referenced codes and regulations occur.

- g. At the Consultants expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and all required duties.
 - h. Provide special inspections by qualified inspectors and conduct investigations as directed by City, including field and office research and the preparation of letters and/or documents.
 - i. Input daily inspection information into the City's computer permit tracking system.
 - j. As directed provide inspection, investigation and enforcement for violations to all the above- referenced building and safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues.
 - k. The Building Inspector/Official will conduct daily inspections during a designated block of time as determined by the Director.
 - l. As special circumstances dictate, after hour or weekend inspections will be conducted. Building Official will response to emergency calls from the City (i.e., staff, police dispatch) at any time as deemed necessary.
- c) Plan Check Services.
- a. Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable City of Los Angeles (as adopted by reference) Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Type of proposed plans check work may include new construction (residential, commercial, or industrial), remodel, additions, green building, Accessibility, Low Impact Development (LID), etc.
 - i. Perform transitional initial building plan check (first review) of submitted plans to determine compliance with City adopted codes, City of Los Angeles Building Code, California Building Code, California Plumbing Code, California Mechanical Code, California Energy Code, California Green Building Code, California Residential Code, California Historical Code, etc.
 - ii. Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance with the building requirements.
 - iii. Perform all necessary liaison services with the Director, Building Official, or designee, either by mail, e-mail, telephone or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretation.
 - iv. Perform building permit plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
 - v. Identify any approvals from outside agencies, departments prior to issuance of permits.
 - vi. Perform accessibility surveys upon request and demonstrate that designated staff providing this service are CASp certified.
 - vii. Provide a Structural Inventory for the project such as Use, Occupancy Type, Construction Type, Number of Stories, total floor area for each occupancy type, Fire Sprinkler requirements, etc.

- viii. Perform plan review within 10 working days from the date the City subs the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
- d) Landscape and Irrigation Plan Check and Inspection Services.
 - a. Landscape and irrigation plan check reviews shall be conducted by a licensed landscape architect to confirm plans are in compliance with all applicable City, State or any other applicable regulations and codes.
 - i. Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance.
 - ii. Perform all necessary liaison services with the Director, Building Official, or designee, either by mail, e-mail, telephone or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretation.
 - iii. Perform landscape and irrigation plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
 - iv. Perform plan review within 10 working days from the date the City subs the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
 - v. Advise applicant and City when an inspection shall be requested.
 - vi. Conduct inspections during the City set inspection days and times upon request for scheduling.
 - vii. Maintain records for State reporting purposes.
- e) Specialized Plan Review and Inspection Services including but not limited to Fire Examiner Plan Check services and Fire Inspection Services
 - a. Upon need, the City may require specialized plan review or inspection services.
- f) Permit issuance and counter services staffing. From time to time the City may require the service of a technician to issue permits or provide additional counter services. Qualified individuals shall be an ICC Certified Counter Technician/Plan Checker capable of but not limited to the following activities.
 - a. Receiving, processing and issuing building permits and coordinating plan check and inspection process, including tracking, routing, storing of building plans, and filing of building permits. Input information into the City's computer tracking system.
 - b. Cooperate with the Los Angeles County Assessor's office to provide statistical and related information required for the efficient assessment of new developments and/or building permits.
 - c. Monitor and track the status of building permit applications and plan check for expiration and notify applicants prior to the expiration of their building permits.
 - d. Provide public information regarding building permit applications and other Building Division services.
 - e. Identify and collect all required fees for building permit applications and other Building Division services. Facilitates the collection of fees from other departments and/or

agencies that are due and payable prior to or concurrent with the issuance of building permit.

- f. Establish, maintain, and update all forms in compliance with City requirements, regulations, adopted standards, State and other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets, which explain building permit application processing procedures identified as being provided by the City.
- g. All approved stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City seal and other identification indicating that the approved stamps, applications, forms and other documents or supplies shall be the property of the City (costs for the provisions of these processing tools and supplies shall be the responsibility of the City).

Fees

The City's fees for Building Services are based on the City's Master Fee Schedule (link provided below). The schedule was last amended in 2022 and remains in effect until new fees are adopted by the City Council. The City is in the process of initiating a user fee study with the goal of presenting to City Council as part of the budget process for FY 2024-2025.

- a) Building permit plan check services. The City will estimate permit and plan check fees at intake and collect preliminary payment from the applicant. Consultants fee structure for traditional building permit plan check services must be based on a percent of the amount paid to the Building and Safety Division for het plans submitted as regular plans. The Consultant may provide an optional add-on service for additional plan review cycles. It is anticipated that Consultant will invoice the city monthly pursuant to the agreed upon, percentage-based rate in this Agreement. Proposals must provide a percentage of the amount paid to the City for the plans submitted as regular plans no less than 25 percent.
- b) Building permit inspection services. The City's permit fee includes a basis for recovering the building permit inspection services. The Consultant fee structure for traditional building permit inspection services must be based on specified time and material basis. The Consultant may provide an optional add on services for specially inspections and Saturday or after-hour inspection services. It is anticipated that Consultant will invoice the City monthly on a time and material basis for on-call inspections.

City staff will also continue to facilitate the collection of fees from other departments and/or agencies that are due (as applicable) and payable prior to or concurrent with the issuance of a building permit.

<https://ci.san-fernando.ca.us/wp-content/uploads/2023/06/2024-User-Fee-Schedule.pdf>

Please note that the Consultant will not be allowed to perform work in excess of the described services in the Professional Services Agreement without the prior, written approval of the City. Before any Extra Work it is initiated, the Consultant must identify the kind and estimated quantities of the Extra Work to be done. Approval of additional funding may also be required. Any increase in

compensation or contract amendment must be authorized and funded in advance. No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the City, and the compensation or method of determining such compensation is set in such written authority. All requests for Extra Work must be in a written Change Order submitted to the City prior to the commencement of such work. The foregoing terms should be included (i.e. abridged) in the Consultant's response to the RFP. Omission does not immediately result in disqualification, but will be contractually exercised one way or other, unless alternative compliance is proposed that is mutually agreed to by both parties prior to contract execution and notice to proceed.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **three years, with options for extensions at the City's discretion.**

SCHEDULE FOR SELECTION

RFP Available:	December 7, 2023
Deadline for submittal of Questions:	December 11, 2023
Response to Questions:	December 14, 2023
Deadline for submittal of Proposal:	January 11, 2024
Interviews (if necessary)	Late February 2024
Agreement Presented to Council for Review & Approval:	March 04, 2024*
*tentative	

METHOD OF SELECTION AND NOTICES

The Director of Community Development will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

1. Cover sheet

The proposal shall include a cover sheet that identifies who will be the contact with their contact information for this proposal.

2. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections. Include detailed workflow, timelines and documentation if relevant. Since the staffing requirements may vary from task to task over the duration of the contract, describe the firm's approach, capability and flexibility to adjust to varying staff requirements as the City's needs and policies vary from one project to the next.

Consultant shall have the ability to electronically receive, review and transmit reports, forms, and plans. Explain capability to review plans and documents electronically.

Consultant shall have the ability to attend in person meetings and pick up/drop off documents, reports, plans from City Hall if necessary.

Consultant is expected at a minimum to be available during City Hall hours of Monday to Thursday from 7:30am to 5:30pm and Fridays 8:00am to 5:00pm for staff or applicants to communicate electronically, by phone and if necessary, in person. Consultant is also expected to attend evening or weekend meetings, or hearings as required by task. Verify ability to fulfill availability and identify any restrictions or considerations to having consulting staff available.

Provide a statement of the service(s) that differentiate your firm from other respondents.

3. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Firm must demonstrate qualifications and provide previous experience providing the same services in similar size cities to San Fernando. Provide a description of said experience with other public municipalities (maximum of four) that includes a summary of the work performed, pricing structure, the period over which services were provided, and the name, title, and phone number of clients to be contacted for references. References should be located within California. Give a brief statement of the Firm's adherence to the scope and budget for services. Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project

undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

4. Include a *Work Plan Section*

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. This should include quality assurance and schedule control measures to be utilized. The Consultant will have multiple plan checks at the same time. Describe how you will manage the efficient completion of concurrent tasks/projects. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

5. Include a *Project Staffing Section*

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. Any certifications held and number of years certified should be included for staff proposed to perform tasks. In addition, any municipal agencies they have worked within the past three years and their level of involvement should be noted. An organizational chart for the project team and resumes for key Firm personnel shall be included with a description of how overall supervision and quality assurance will be provided. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

6. Include a *Proposal Costs Sheet and Rates Section*

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

****The City may elect to interview a short list of qualified firms or interview only the top 5 rated firms based upon this RFP.***



ATTACHMENT A

2023

PROFESSIONAL SERVICES AGREEMENT

(Engagement: INSERT ENGAGEMENT)

(Parties: INSERT CONSULTANT NAME and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this ____ day of _____, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, A Professional Corporation, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services INSERT THE KIND OF SERVICES REQUIRED; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____ 2023, under Agenda Item No. ____.

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

I.

ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through _____, 2023, (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "INSERT TITLE OF REQUEST FOR PROPOSALS", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONSULTANT Proposal") dated INSERT DATE OF PROPOSAL. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of

Work” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. **IF NO RFP ISSUED:** Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled “INSERT TITLE OF PROPOSAL” dated INSERT DATE OF PROPOSAL (hereinafter, the “Scope of Work”) which is attached and incorporated hereto as **Exhibit “A”**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.”

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.4 COMPENSATION:** CONSULTANT shall perform the Work in accordance with “INSERT TITLE OF COMPENSATION DOCUMENT” (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of

INSERT WRITTEN AMOUNT (\$ INSERT NUMBER) (hereinafter, the “Annual Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION:** The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s monthly compensation is a function of hours worked by CONSULTANT’s personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT’s cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates INSERT CITY REPRESENTATIVE (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in

connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior

written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 SUBSTITUTION OF KEY PERSONNEL:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: [INSERT NAME AND TITLE].
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. **Automobile Liability Insurance:** CONSULTANT will procure and maintain

Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

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

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

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss.

CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

- 3.6 VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. **INDEMNIFICATION**

- 4.1** The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence,

recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

- 4.2** To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3** CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4** The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5** CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6** CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

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

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

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing

notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

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

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to

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

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

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONSULTANT:

INSERT CONSULTANT NAME
INSERT ADDRESS
Attn: INSERT CONTACT NAME
Phone: INSERT PHONE NUMBER

CITY:

City of San Fernando
Attn: INSERT DEPARTMENT
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1212

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

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

or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

SIGNATURES ON NEXT PAGE

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

CITY OF SAN FERNANDO

CONSULTANT NAME:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

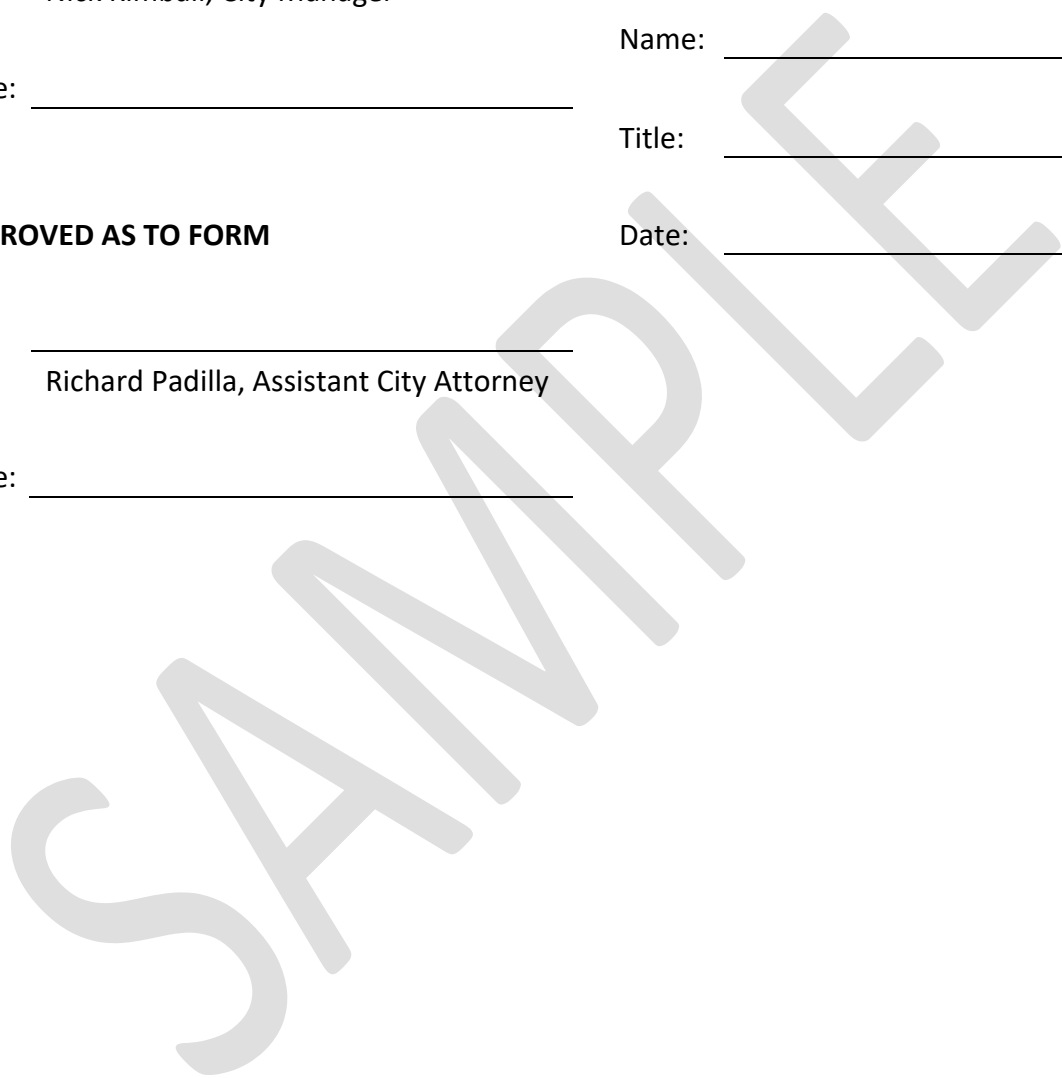


EXHIBIT "A"
CITY REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT "B"
CONSULTANT PROPOSAL

SAMPLE



CITY OF SAN FERNANDO



Professional On-Call Building and Safety
Services

January 11, 2024 | 5:30 P.M.

MAIN PROPOSAL CONTACT:
Elizabeth Alsky
Account Manager
(949) 731-4000
ealsky@interwestgrp.com

www.interwestgrp.com



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Cover Sheet

1



January 11, 2024

City of San Fernando
Community Development Department
117 Macneil Street
San Fernando, California, 91340



A SAFEbuilt COMPANY

1500 S. Haven Ave, Suite 220
Ontario, CA 91761
P (909) 295-3142

RE: Request for Proposal for Professional On-Call Building and Safety Services

Dear Selection Committee,

Interwest Consulting Group Inc. (Interwest) is pleased to present our proposal in response to the Request for Proposal (RFP) for Professional On-Call Building and Safety Services to the City of San Fernando (City). We understand the RFP is requesting the selected firm to provide the following: 1) building administration; 2) building permit inspection services; 3) building permit plan check services; 4) specialized plan check and inspection services; 5) counter and permit issuance services; 6) landscape services or 7) any of the combined services. Interwest is proud to say that our team stands ready and is capable of providing the full scope of services being requested by the City.

Interwest has had the pleasure of working with the City of San Fernando for Building Services since 2018, which makes us very familiar with the City's policies and procedures. Accurate and timely Building Department Services are critical to helping support your City's development. As demonstrated in the sections that follow, Interwest has the experience and depth of staff resources to provide the full range of requested services. Our goal is to work seamlessly with the City's existing staff to handle the current and future workload related to building services.

In order to provide your community with quality services, it is essential to choose a company with demonstrated abilities capable of fully managing the Building Department Services you need, when you need them. With a deep bench of more than 400+ professionals dedicated to providing municipal services to our clients, our team of well-qualified staff brings the following advantages to the City:

- **Team Capacity and Capabilities:** Interwest has the largest building services team in California. Few, if any, of our competitors can match our depth of qualified, available staff. Our Ontario office will serve the City on this contract and provide a longstanding team of experts that have successfully delivered building plan review and inspection services.
- **Proven Experience:** The work we perform in communities similar to San Fernando provides Interwest with a thorough working knowledge of the requirements and expectations of the City. Our previous work highlights our technical expertise to perform these services quickly and resourcefully. Client satisfaction remains our underlying work performance theme and is the most important part of any statement on past performance. Within this proposal response, we have provided examples of our work, each similar to this contract's size, scope, and complexity.
- **Your Local Partner:** Interwest is your local partner with the capacity and availability to customize services to meet your needs. We are certain the City will benefit from this partnership through working alongside **William "Bill" Hayes, CBO, ICC**, who will serve as the **Project Manager** to the City, and **Elizabeth Alsky**, who will serve as the **Account Manager/ Primary Contact** for the City. Elizabeth may be contacted at (949) 731-4000 or ealsky@interwestgrp.com. We are excited to **for this opportunity to partner** with the City of San Fernando once again, as we work together to create a better future for your community.

Authorization: As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, Elizabeth can be contacted at (949) 731-4000 or ealsky@interwestgrp.com.

Sincerely,

Paul Meschino, President of Interwest Consulting Group, Inc.

Proposal Summary

2





2 | Proposal Summary

Interwest has been working with the City of San Fernando, delivering Building Department Services for 5 years, since 2018; we have delivered successful Building Services, including plan reviews and building inspections to the City. Our past and current performance with the City demonstrates our successful project delivery and exceptional customer service. We are very familiar with your local codes, City ordinances, and expectations for successful plan reviews and building inspections. We always strive to provide the most efficient, effective, and harmonious approach to all aspects of partnering with your City.

As the nation's leading provider, 60% of our services are commercial with 40% as residential. Interwest has extensive experience and a proven track record of successfully providing on-call consultant services to public agencies. Our services are specifically tailored to fit the needs of our clients. We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes-daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

Interwest staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of City Engineer, Public Works Director, Construction Manager, Building Official, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

General Approach

Interwest has identified seven key areas to focus our approach to providing high-quality, results driven services to our clients.

- Project Management Approach.
- Service Delivery.
- Communications.
- Scheduling and Budgets.
- Risk Mitigation.
- Dispute Resolution.
- Right Size Staffing.

By focusing on these areas, we are able to confidently provide the services needed by the City.

We have operationalized our community development experience gained from nearly three decades in the industry and have developed an operations playbook with best practices, tools, and techniques for delivering building department services.

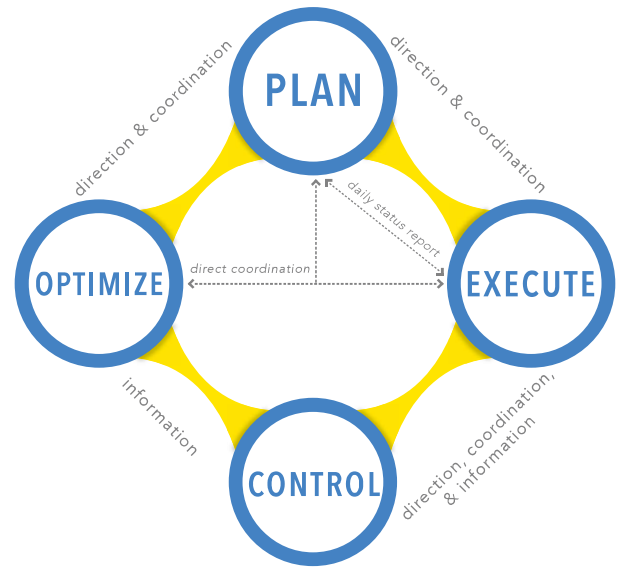
The following pages outline each of our guiding principals toward providing complete Building and Safety Services and will lead you to discover why Interwest is the most logical selection for the City's needs.

Project Management Approach

Close coordination and frequent communication are critical to successfully managing fluctuating workloads. Interwest's long-standing practice of partnering with City staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunications and minor mishaps.

Our management approach begins with the application the philosophy of **Plan, Execute, Control, Optimize (PECO)**. The PECO framework is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control work requirements through this singular, integrated method.

Using the PECO framework, the Interwest team combines the right people, processes, and tools to provide services needed. The Interwest team's methodology is structured to streamline resources used and provide responsive services. Successful provision of service starts with a responsive team structure that can anticipate and address resource needs. Our team works on multiple tasks at the same time, and our organizational structure supports the staff to effectively oversee this process.



The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

Service Delivery

We understand that building department processes and procedures can be confusing and frustrating to property owners, developers, contractors, and others, no matter if it is their first or 100th time building in your community. For this reason, our staff takes a proactive and personalized approach in our service delivery, whereby we educate each client that engages with your building department.

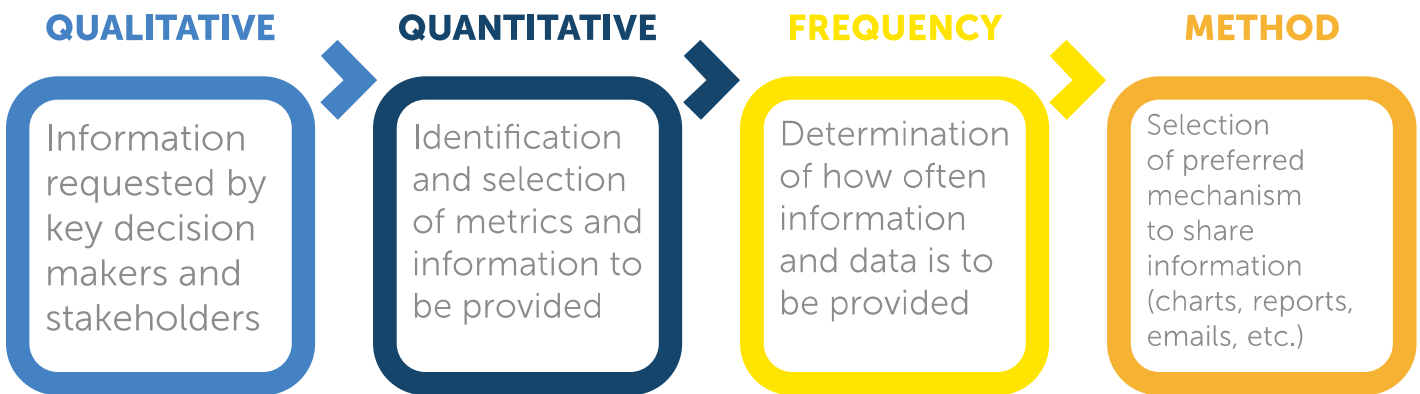
This means each client receives:

- A step-by-step explanation of the process.
- Transparent communication.
- Identification of timelines and costs.
- Checklists of requirements needed for approvals.
- Advice and consultation to streamline approvals.

Our staff's experience and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

COMMUNICATIONS

One of the keys to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time. Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the City and Interwest. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect during contract transition and moving forward. We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the City. We ensure our work effort is clearly communicated to the City throughout the contract’s life, adjusting as necessary. The following is a summary of our communication plan:



SCHEDULING AND BUDGETS

We recognize the importance of staying on schedule and on budget. Interwest limits the number of new clients taken on in order to ensure we have the resources and human capital to satisfy current contractual agreements during times of economic growth for our current clients. Our established approach and quality control measures provide communities with confidence in our ability to complete work on-time and within budget. We have a tremendous track record of success serving many clients throughout California.

During our time in business, we have built and maintained a trustworthy and reliable reputation throughout the building and safety industry, giving our partners confidence in our ability to successfully deliver services on time and on budget day in and day out. We recognize the importance of staying on schedule and keeping up with the volume of work within a client’s community. Our team uses best practices to meet each municipality’s service requirements, managing projects effectively and efficiently. Interwest prides itself on quality, timeliness, and teamwork in our partnerships with clients to keep communities delivering the very best services to their constituents.

Risk Mitigation

Given Interwest’s comprehensive approach to program transition, management, plan review and inspection services, the probability of risk is low. To maintain that low-risk environment we implement a phase-in process upon contract execution, even for as-needed services. Our management team is on-site on the first day of operations, to ensure continuity as well as retention of key skills and experience. As part of the transition, we implement the Interwest operations playbook and communication plan focused on optimizing cost efficiencies and reducing risk. We also deploy consistent plan review and inspection standards, to further minimize risk.

In addition to the routing and tracking systems used for both plan review and inspections, staff receive training on a regular basis to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate or regional offices for immediate staffing needs. We also use Key Performance Indicators (KPIs) tailored to each service we provide to leverage service delivery, improve quality and lower costs.

We follow an iterative process comprised of proactive monitoring, continuing education, collaboration with peers, customizing solutions, and being consistent with application of Interwest's standards to ensure risks are not elevated. We are prepared to implement additional mitigation strategies, such as switching out staff and reviewing best practices should it be needed.

Dispute Resolution

Each Interwest office handles dispute resolution with a customer service approach. While the issues of the dispute may be technical, we recognize that the impact of any problems in the construction process is personal to the project developer, property owner, tenant and community.

With that in mind, we take the approach that every dispute or difference of opinion is respected. The first step in our dispute resolution approach is allowing the person to be heard. The person who disagrees with the department's decision or wants to propose an alternative solution can provide their opinion of the situation and view of the facts. Once the facts and opinions are presented, Interwest's building official reviews this information based on the state and locally adopted codes and ordinances.

We actively support the project by clearly understanding what is needed to move forward in the process – not to delay or stall the situation until the owner or contractor finds a solution or "gives in."

Our building officials involve at least two other Interwest building officials from nearby offices and the state operations manager providing the local building official with more resources to make a decision and providing other building officials impacted by the decision an opportunity to provide input.

Once the building official has written his final opinion, he reviews this information with the City's staff before releasing it to the person who brought forth the dispute. Should the individual disagree with the building official and wish to pursue the dispute further, Interwest works with the person to help them work through the appropriate local channels such as planning board, city/county manager, or city/county commission.



Right Size Staffing

Development cycles ebb and flow, resulting in variable workloads that communities must prepare for. Outsourcing planning and landscape architecture services allows the city to maintain a “right-sized” workforce in-house, while ensuring on-call services are available for peak periods of development activity. This arrangement lets the City maintain its high standards of customer service and efficiency. We understand the rigors of day-to-day operations of planning departments and aim to “clear a path” so your staff can focus on critical projects that require enhanced local knowledge.

Interwest’s success is due primarily to our ability to adapt. Our services are not based on a one-size-fits-all approach. We recognize that the development activity of the city may fluctuate from time to time; therefore, we will adjust our staffing according to the city’s needs. Interwest will develop a customized approach to meet or exceed all requirements identified in the Scope of Work, including the placement of licensed and certified professional staff. By applying best practices to each functional area of a traditional building services department, we are able to create operational efficiencies, decrease costs, reduce turnaround and response times, and increase customer satisfaction.

Due to our far reach, we can use staff when and where needed, adjusting our service levels based on need. Our team will provide the necessary resources, expertise, and customer-focused attitude throughout the contract through our work with similar communities and longevity of our valued staff. With our remote technology we are also able to tap into resources of our parent company, SAFEbuilt, for assistance on large projects. Our team will be available by phone and email, and we commit to being available for required virtual and in-person meetings the city deems necessary.

Our team is skilled at assessing time commitments, developing an accurate work plan, and applying dedicated, professional personnel. We can quickly fine-tune staffing levels to match changes in activity – always maintaining the highest level of customer service, responsiveness and consistency. Interwest formulates staffing estimates using the historical volume of workload provided by the client and we ensure that the availability of our staff never drops below 40 percent for our senior staff and 30 percent for our technical support staff.

Electronic Plan Check Services

While we are experienced and able to work with many different platforms for electronic plan review, our preferred system is Bluebeam, an industry-leading software used by many jurisdictions, design teams and contractors to review and annotate construction documents. We have worked with multiple clients to purchase and deploy Bluebeam software to each user, preparing jurisdiction-specific stamps and tools used in the plan review process, and ongoing training on the use of the software.

We use [Bluebeam Revu®](#) to review plans electronically and hard copy when customers cannot use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to efficiently add comments to electronic plans and request revisions.
- The Tool Chest, where each reviewer can create and save custom tool sets for specific needs.
- A “Compare Documents” feature instantly clouds the differences between drawing revisions.
- An integrated “Markups” list allows technicians to view and track comments during the permitting process and summarize them into a PDF report.

Plan Review Tracking Method, Transport, and Billing Process

Our staff has experience working with most project-tracking databases utilized by building departments. Our staff will update electronic records and make project-related database entries as directed by the City. We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.

Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to the delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle, and completion date for the current review can be provided. In addition to standard phone communication, custom reports can be emailed. We will transport plans in the method that the City prefers at no cost to the City.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required. Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant's needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

Availability to Attend Meetings

Our staff will be available to attend council, commission, and committee meetings to answer project, and code related questions or make presentations as requested by the City. Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code-related issues. Voicemails, e-mails, and faxes will be responded to as quickly as possible, always within 24 hours.

Transporting Plans

Interwest has the ability to receive plans from the jurisdiction or directly from the applicant by mail, courier, via electronic transmission, or on physical media such as a compact disc or thumb drive, which decreases the time delays and costs associated with shipping plans. Interwest will arrange for all pick-up and delivery of hard copy plan review documents from the City at no additional cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

Availability

Interwest staff will be available during regular business hours while working on an assigned project, this includes nights and weekends in special circumstance situations. Interwest does not recognize all federal holidays and can be available on those dates for inspections, if necessary.

Oscar Barraza, ICC, will be available during City Hall hours of Monday to Thursday from 7:30am to 5:30pm and Fridays 8:00am to 5:00pm for staff or applicants to communicate electronically, by phone and if necessary, in person. Additionally, please allow a 24-hour turnaround time for communication and responses.

The Interwest Advantage

As proven throughout our partnership with the City of San Fernando, we have remained dedicated to open communication, proactive problem-solving, and prioritizing the City's satisfaction. We are committed to a "no surprises" approach built upon presenting ideas, asking questions, and identifying and addressing issues early in the process. Our team will provide the following fundamental elements and advantages to the City:

- **No "getting to know you" phase.** Interwest has practical knowledge and understanding of established business practices which will ensure a streamlined and positive experience for internal and external customers without service disruptions.
- **Local Understanding.** Having provided plan review services to the City since 2018 and many other jurisdictions surrounding San Fernando, our team is very familiar with your local codes and ordinances.
- **Industry Expertise.** We are skilled in assisting municipalities in Building Safety Departments. Our body of experience encompasses successful solutions for transitioning, personnel augmentation at all levels, and development of services, policies and procedures throughout all aspects of municipal government.
- **Staff Experience.** Our staff holds a wealth of code knowledge and building industry experience with some involved in the development of the California codes. We share this unique knowledge by providing code-related training and instruction at California Building Officials conferences and training seminars, at various ICC Chapters.

Profile of the Proposing Firm

3





3 | Profile of the Proposing Firm

Interwest has extensive experience and a proven track record of successfully providing complete building department services to public agencies for 22 years. We currently serve more than 330 public agencies, providing plan review, inspection services, and community development technician services.

In 2002, Interwest was founded by individuals with a passion for serving municipalities. On May 17, 2021, Interwest became a wholly-owned subsidiary of SAFEbuilt, LLC. Interwest, combined with our subsidiaries, employs more than **500+ professional staff in California, supported by SAFEbuilt's larger resources of about 1,700+ national employees.** Our staff spans a multitude of disciplines, roles, and job placements to municipalities within building departments throughout California.

Providing building department services is at the core of our business. We have highly qualified staff and extensive resources throughout the state. Interwest is comprised of licensed Civil and Structural Engineers, Electrical Engineers, Fire Protection Engineers, and Mechanical Engineers registered in the State of California, ICC Certified and highly qualified Plans Examiners and Inspectors, Certified Access Specialists (CASp), licensed Architects, and other professionals specializing in providing complete building safety services to local government agencies.

Our staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of Building Official, City Engineer, Public Works Director, Construction Manager, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes-daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

INTERWEST PROFILE

YEAR FOUNDED & BUSINESS STRUCTURE:

2002, Corporation

FIRM CAPACITY:

More than 500
Employees

(and 700+ Plan Reviews
completed weekly)

PROJECT OFFICE:

1500 S. Haven Ave., Suite 220
Ontario, CA 91761

909.295.3142

Fax: N/A

whayes@interwestgrp.com

SERVICES INTERWEST PROVIDES:

Building Department Services
Municipal Engineering
City Planning
Grant Writing & Administration
Construction Management
Traffic Engineering
Real Property Services

With a staff of more than 200 professionals in our Building and Safety Division, Interwest maintains the largest building and safety services staff in California.

Office Locations

<p>CENTRAL CALIFORNIA 1171 West Shaw Ave., Suite 102 Fresno, CA 93711 559.448.9839 Phone</p> <p>SOUTHERN CALIFORNIA 1 Jenner, Suite 160 Irvine, CA 92618 949.299.5300 Phone</p> <p>1500 S. Haven Ave., Suite 220 Ontario, CA 91761 909.295.3142 Phone</p> <p>24 South D Street, Suite 100 Perris, CA 92570 951.943.6504 Phone</p> <p>9320 Chesapeake Drive, Suite 208 San Diego, CA 92123 858.560.1468 Phone</p>	<p>NORTHERN CALIFORNIA 9300 W. Stockton Blvd., Suite 105 Elk Grove, CA 95758 916.683.3340 Phone</p> <p>39355 California Street, Suite 200 Fresno, CA 94538 510.796.3003 Phone</p> <p>1613 Santa Clara Drive, Suite 100 Roseville, CA 95661 916.781.6600 Phone</p> <p>NEVADA 4815 W. Russell Road, Suite 11K Las Vegas, NV 89118 702.476.2200 Phone</p> <p>COLORADO 444 N. Cleveland Avenue Loveland, CO 80537 866.977.4111 Phone</p>
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Organizational Structure



Interwest Consulting Group is a wholly owned subsidiary of SAFEbuilt, LLC. Interwest is also a managing partner of the following subsidiary firms in California: EsGil Corporation, BroadSpec Company, and Kutzmann and Associates. Interwest combined with our California subsidiaries employs more than 400 professional staff, supported by SAFEbuilt's larger resources of about 1,700 national employees.

Current/Prior Experience with Municipal Projects

Full Building Department Services // City of Bellflower, CA



CLIENT REFERENCE CONTACT

ELIZABETH OBA

DIRECTOR OF PLANNING & BUILDING SERVICES

562.804.1424 EXT 2276

Eoba@bellflower.org

SERVICE DATES: 2019 - ONGOING

CONTRACT VALUE: \$750K

Interwest has provided full building department services since 2019.

Services Provided

We currently provide the following services:

- Building Official
- Building Plan Check
- Building and Safety Inspections
- Permit Technician
- Housing Abatement Enforcement
- Front Counter Support
- Landscape Services

Projects Included:

New 91-unit Apartment Complex

Interwest performed plan review & inspections for the 91-unit apartment complex and the 14,000 sq. ft. commercial space with expected completion by the end of 2023. The apartment complex will include one- and two-bedroom units, and will boast work areas, a fitness center and a clubroom, among other amenities.

New Parking Structure

Interwest performed plan review & inspections for the new parking structure that is 4 levels with 278 parking spaces.

New 2-Story Downtown Building

Interwest performed plan review & inspections for the new two-story, 24,000 sq. ft. building that will put Downtown Bellflower on the map as a destination for families. Visitors will learn about fire department history and get an up close look at equipment used to save lives and make rescues. The first floor will serve as the Los Angeles County's only fire museum dedicated to housing a wide variety of firefighting apparatuses dating back to the 1800's, including one of the museum's most popular pieces - the famous Squad 51 fire engine from the hit television series "Emergency." A 300-person capacity banquet center will occupy the second floor and offer full catering services for private parties and special events.

Team Lead: Bill Hayes, CBO, State Operations Manager

Full Building and Safety Services // City of Lake Forest, CA



CLIENT REFERENCE CONTACT

GAYLE ACKERMAN

DIRECTOR, DEVELOPMENT SERVICES

949.461.3460

ACKERMAN@LAKEFOREST.GOV

SERVICE DATES: 2009 - ONGOING

CONTRACT VALUE: \$1.8M

In April 2009, Interwest began providing turn-key building safety services to the City of Lake Forest [population 83,000]. Recognizing the value and cost benefits attributable to employing a contract services model, the City has contracted for building safety services since its incorporation in 1991. Interwest provides a team of onsite professionals that provide all building safety services—blending seamlessly with existing city staff. We provide a full-time building official, building plan reviewers, building inspectors, and a building permit counter technician.

Team Lead: Bill Hayes, CBO, State Operations Manager

During our tenure, Interwest staff has developed the City's first single, combination building permit, which allowed for the same permit number to address all of a structure's elements (electrical, mechanical, plumbing, and structural) requiring approval, greatly reducing hours and paperwork. We also introduced several key documents that have allowed staff to efficiently communicate, including a workflow tracking sheet to document approvals, a standardized monthly report using the City's EnerGov software, and several of the City's Building Safety handouts, reflecting current codes and standards.

Civic Center Campus: In April 2018, Interwest began providing complete turnkey Building and Safety services to the City of Lake Forest, particularly the Civic Center Campus. This 12.5-acre facility is the heart and social center of the Lake Forest community. The Civic Center Campus is comprised of the City Hall Building, Community Center, Council Chambers, Senior Center, and Parking Structure. The estimated cost of construction was approximately \$60 million.

Although there was no formal RFP process, Interwest was selected to provide all plan check and inspection services. Our team at Interwest consisted of on-site professionals who delivered complete plan checks, engineering services, inspections, and electrical services. Fred Marzara, who serves as CBO for Lake Forest, was directly involved in the plan review of the parking structure and four other buildings.

One challenge our team faced during implementation was ensuring the secure placement of the building's solar panels. Upon inspection, it was discovered that high winds caused the solar panels to continuously be pulled upward and out of place. Our Interwest team quickly reviewed the issue with the building's architectural designers and after collaborating, found a solution of adding extra pinpoint connectors in addition to the four pinpoints the solar panels already had, securing them in place on all sides. The City of Lake Forest was awarded CALBO's 2018-2019 Building Department of the Year Award, setting itself apart with excellent and responsive customer service. The City of Lake Forest Building Department has serviced over 9,000 walk-in customers, has performed over 24,000 inspections, and has issued almost 3,000 permits.

Building Official, Inspector, Permit Technician Services // Laguna Woods, CA



Interwest began serving the City of Laguna Woods in 2022 providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner in accordance with the City's standards and specifications.

Services Provided:

We currently provide the following services:

- Building and Safety Inspections
- Building Official
- Permit Technician

CLIENT REFERENCE CONTACT

REBECCA M. PENNINGTON

DEVELOPMENT ADMINISTRATOR

949.639.0591

RPENNINGTON@CITYOFLAGUNAWOODS.ORG

SERVICE DATES: 2022 - ONGOING

CONTRACT VALUE: \$750K

Team Members Involved: Bill Hayes, CBO, State Operations Manager



CLIENT REFERENCE CONTACT

JESS MCCLOSKEY, CBO
CHIEF BUILDING OFFICIAL

626.580.2013

JMCCLOSKEY@ELMONTECA.GOV

SERVICE DATES: 2018 - ONGOING

CONTRACT VALUE: \$1.6M

Interwest provides various as needed building & safety services.

Services Provided:

We currently provide the following services (6.5 FTE's):

- Building Plan Reviews
- Inspections
- Permit Technician

Projects Included:

Homekey Project renovation of 2 motels, providing temporary housing for homeless.

New Target 127k sq. ft. T.I. Plan review and inspection services at 3610 Peck Rd.

New Chik-fil-A plan review and inspections.

Team Members Involved: Bill Hayes, CBO, State Operations Manager, Sal Kaddorah, SE, ICC, Mark Hankinson, CBO, CPE, ICC, Michael L. Petarra, ICC

References

At Interwest, we believe that client satisfaction and repeat business with these clients is the ultimate indicator of our success as a firm. We encourage you to contact the references below to provide testimony of our capability to perform your requested services, adhere to schedules and budgets, and exceed expectations. Additionally, in Appendix B, we have provided reference letters for the City to review.

City of San Fernando

Erika Ramirez, *Director of Community Development*
eramirez@sfcity.org | 818.898.1227

City of El Monte

Jess McCloskey, *Chief Building Official*
Jmccloskey@elmonteca.gov | 626.580.2013

City of Laguna Woods

Rebecca M. Pennington, *Development Programs Analyst*
Rpennington@cityoflagunawoods.org | 949.639.0561

City of Lake Forest

Gayle Ackerman, *Director of Development Services*
Gacerman@Lakeforest.gov | 949.461.3460



Meeting Time and Budget Requirements for Projects

Interwest recognizes the importance of providing clients with quality jobs that meet the agreed schedules and project budgets. The Interwest team has a proven record of completing projects on or ahead of schedule and within budget. Our understanding of scheduling and budget requirements as well as overall procedures, preferences, and standards has been acquired and perfected over our long history working with municipal clients on critical projects. The following are key components that ensure success for every Interwest project:

- Clear expectations for scope, schedule, and budget.
- Project controls to maintain project schedule and budget.
- Assignment of personnel to effectively handle all tasks and maximize efficiency.

Ongoing Litigation

Date Filed	Case Name	Status	Comments
12/20/19, 3rd Amended 5/20/22	Chan v. City of Atherton	Open	IW is not in the case and Mike Kashiwagi & Mary Grace Houhlihan have been served. Third amended complaint has been filed. The judge seemed skeptical of much of the complaint. We have spoken with plaintiff's counsel and, given the situation, he has agreed to let us put off filing an answer. Most recently, plaintiff's current counsel has filed to withdraw from the action. Chan depo demonstrated that the business was failing prior to the road closure.
8/5/2021	Evans v. San Jacinto (Tri-Lake)	Open	Answer filed. It appears we did some traffic work on this roadway. Our expert believes that the roadway was safe and records indicate only one head-on collision in 10 years. The City has tendered its defense to us and we are waiting for the carrier to respond. Plaintiff has added the decedant's children. We have retained an accident recreation expert. We are attempting to schedule mediation for 11/8/23. Trial has been continued to 8/5/24.
Amended complain to be filed 6/22	SAFEbuilt v. BPR	Open	Discovery is ongoing.
Notice of Claim 5-9-23	Frontier v. Elk Grove	Open	City has tendered the claim to IW.
CLOSED			
1/31/21	De La Paz (NC&KD (minors)) v. TriLake, et.al.	Closed	Plaintiff was killed in an auto accident while turning into a commercial development. The suit is on behalf of his children. We are not yet in this action.

Work Plan

4





4 | Work Plan

Ability to Perform Scope of Services

Interwest has extensive experience and a proven track record of seamlessly integrating building plan review services, and as-needed, in a cost-effective manner. Our services consist of providing a single staff member or a complete team. We tailor our staff to fit your specific needs. We have previously provided building plan checkers, building inspectors, building official, and community development technician services to the City and have performed numerous plan reviews for a variety of project types.

WHAT THE CITY CAN EXPECT FROM THEIR INTERWEST TEAM

We are very familiar with the City's processes, local concerns, expected turnaround times, and the level of service required to continue providing outstanding support to the Building Safety Department. This in-depth understanding and insight into the City's preferences makes us uniquely qualified to continue providing these services without a "getting to know you" phase that can sometimes lead to service interruptions. Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

All Interwest Team Members will:

- ✓ Wear/display proper identification.
- ✓ Possess/maintain the licenses/certifications required to perform compliant plan reviews, building inspection and permitting services.
- ✓ Be knowledgeable of design principles, local zoning, and topographical site plans.
- ✓ Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- ✓ Offer exemplary customer service while performing their duties and interacting with City staff, elected and appointed officials, construction firms, and the public.
- ✓ Attend meetings as required by the City.
- ✓ Always exhibit professional and courteous conduct and an appropriate appearance during interactions.
- ✓ Meet all job safety requirements and OSHA safety standards.



a) Building Administration Services

Interwest is proposing an International Code Council (ICC) Certified Building Official. The Building Official shall perform the following services, including but not limited to:

- Manage, coordinate and oversee building permit, plan check and building inspections.
- Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the City of Los Angeles Building Code, California Building Codes, including any and all related Codes, or other uniform safety code, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.
- Make determinations on the approval and use of alternative materials and methods of construction.
- Process and prepare Planning and Preservation Commission and City Council reports and recommendations, and assist in the presentations of appeals regarding building and safety matters. Attend City Council, Planning and Preservation Commission meetings and other meetings as directed.
- Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.
- Make final interpretations concerning the application of building and safety codes.
- Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, and submit monthly activity reports to the City.
- At the direction of the Director, assist with other administrative building and safety related duties, including developing and implementing policies and procedures, creating handouts and forms, drafting content for the website, etc.
- Meeting with developers, homeowners, business owners, architects, engineers, and the general public at the City or in the field, as the need dictates to resolve grievances, and/or respond to questions to ensure timely project processing in compliance with State, Federal, City laws and ordinances.
- Ensure all building related activities are entered into the City's tracking system in an accurate, complete, timely manner.

Interwest is also prepared to provide the City the technical assistance necessary to prepare the periodic updates to the uniform building and safety and fire codes, including any local amendments, in accordance with the schedules established by the State of California.

b) Building Inspection Services

Oscar Barraza, ICC, will be available as-needed during normal business hours (40 hours/week). Inspectors can also be flexible to assist during special off-hours by request with advance notice.

Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.



We understand that municipal codes are frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historic buildings.

Interwest's ICC / CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings, and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications, which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service. We understand that personality and customer service are crucial to on-the-job success; therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and / or CASp certified as required.

INSPECTOR QUALIFICATIONS & CERTIFICATIONS

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest Inspectors are ICC-Certified. Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools, and safety used in building inspection and the most current building standards.

INSPECTION SCHEDULE

Interwest will work with your organization to provide inspection staff in a timely manner. Our inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, holidays, or weekends.

VIRTUAL INSPECTIONS

Our staff has begun providing Remote Video Inspections (RVI), which allows for the inspection of a building or building systems using already available video technology. RVI is intended to be a complete and thorough inspection that meets the minimum requirements of the California Codes and local ordinances.



c) Plan Check Services

As the City may know, our Plan Review Services program is the largest in California, with hundreds of civil, traffic, structural, electrical, fire protection, and mechanical engineers licensed in their respective state of practice, ICCertified Plans Examiners, CASp, licensed architects, professional land surveyors, and other professionals specializing in multidisciplinary plan review to local government agencies.

Our depth of experience brings a high level of knowledge and sensitivity towards community development issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

Interwest has the collective, diverse team and experience to perform a full range of plan review services, and all staff assigned are well-qualified, knowledgeable, and will be available to perform the necessary work. We view our role as facilitating the efficient delivery of high-quality plan reviews by:

- Taking a partnering versus regulatory approach.
- Balancing the need to ensure conformance to standards and regulations with the need for predictability, uniformity, and efficiency.
- Provide a seamless plan review process to prevent unintentional "games of gotcha" for project applicants.
- Evaluation of all plan reviews for quality control, the level and quality of comments from the review, consistency with similar reviews, and the avoidance of late hits or "gotcha" comments.
- Multi-disciplinary reviews are typically performed electronically, remotely or in our offices, but we are available for on-site work when required. We understand both the City and the project applicant are looking for quality reviews within a defined time frame. Our staff will meet or exceed the city's turnaround time outlined in the RFP. Our staff is experienced with providing electronic plan review and will continue to provide this service.

Technical Capabilities In Plan Check Areas

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examiners are licensed engineers and/or ICC-Certified or otherwise qualified Plans Examiners with extensive experience providing plan review services. Plans examination activities will be performed under the direction of a California-licensed professional engineer and/or licensed architect. Our staff will conduct an accelerated plan review on an as-needed basis as requested by the Building Official.

NON-STRUCTURAL LIFE SAFETY

Interwest's non-structural plans examiners furnish plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CASp-certified. Completed plan review projects range from single-story residential projects to complex high-rise buildings and numerous building additions and remodels.

We are experienced and familiar with the use and application of the most current editions of the following codes:

- California Building Standards Code
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-adopted amendments or ordinances

STRUCTURAL

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- Steel Moment Frames
- Buckling Restrained Braced Frames
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames
- Wood Shearwall Systems
- Masonry Shearwall Systems
- Concrete Shearwall Systems
- Cantilevered Column Systems
- Various Proprietary Lateral Force Resisting Systems

Our engineers have designed or reviewed a wide array of lateral force-resisting systems, including:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete
- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth

Our structural engineers are experienced with the provisions of most model codes including, but not limited to, current versions of:

- CCR Title 24, Part 2, Volume 2
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes

MECHANICAL, PLUMBING & ELECTRICAL

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application of California Mechanical, Plumbing, Electrical, Energy, and Green Building Standards Codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted ordinance

ENERGY COMPLIANCE

Our engineers and plan reviewers are up-to-date on all California Energy requirements as they relate to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

GREEN BUILDING STANDARDS

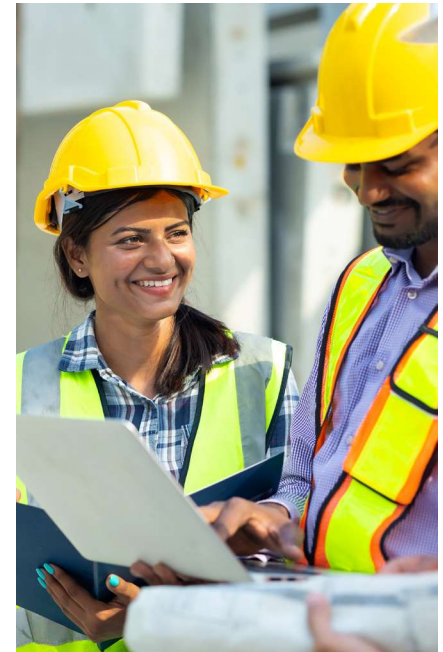
Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few.

LEED

Developed by the U.S. Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations, and solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics including energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

ACCESS COMPLIANCE – CASP REVIEW

All of Interwest's CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can perform services for building departments by customizing our services to correspond with our client's expectations and needs. We work collaboratively with our clients to resolve plan review and inspection-related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.



Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and they are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance and successfully partner with the disabled community to address the needs and requirements of both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code 'interpretation,' hardship, and code changes.

FLOOD ZONES

Interwest's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdiction's ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guidelines and regulations for construction in areas designated as flood zones.

OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD-Certified Inspectors available on an as-needed basis.

CODE INTERPRETATIONS

Code interpretations are subject to final review and approval by the Chief Building Official, or City designated staff. Interwest's Engineers and Plans Examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

SPECIAL PROJECTS AND ACCELERATED SERVICES

Interwest can accommodate special project plan review needs such as multi-phased or accelerated plan reviews. We establish project-specific turnaround goals and procedures with City staff for these types of projects based on the complexity of the projects as well as the construction schedule. Our staff of engineers and plans examiners will work with the City to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues collaboratively to resolve plan review issues as quickly as possible.

COMMUNICATING PLAN REVIEW RESULTS

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide the City with a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. At the completion of each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review, after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as "reviewed" to the City for final approval.

ON-SITE CONSULTANT SERVICES & MEETING ATTENDANCE

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we perform plan reviews are considered part of the plan review service. Interwest's Engineers and Plans Examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code-related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voicemails, e-mails, and faxes will be responded to as quickly as possible, always within 24 hours.

ELECTRONIC PLAN CHECK SERVICES

Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant, or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced in providing electronic plan reviews and will continue to utilize Bluebeam® to efficiently process City plan review services. Our goal is always to collaborate with and support the building department by providing thorough, accurate, and timely plan reviews.

PLAN REVIEW TRACKING METHOD & BILLING PROCESS

Our staff has experience working with most project-tracking databases utilized by building departments. Our staff will update electronic records and make project-related database entries as directed by the City. We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.

Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for the current review can be provided. In addition to standard phone communication, custom reports can be emailed.

Additionally we currently provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required. Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

d) Landscape and Irrigation Plan Check and Inspection Services.

Our landscape design reviewers bring a flexible and creative approach to our public agency clients that has been developed over years spent working on your side of the counter. Our team is ready and able to assist the City with the landscape architectural review services of new development and/or redevelopment applications.

Interwest emphasizes superior customer service to all of our employees. The staff at Interwest brings a can-do attitude to their work by always focusing on clear communication, client goals and successful project outcomes. Upon award of contract, our Project Manager will set up a meeting with key City staff to learn the City's development review practices for landscape architecture, acquire any needed regulatory and policy documents, gain an understanding of key issues and concerns of your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

We are prepared to provide the following services to the City:

- Landscape and irrigation plan check reviews shall be conducted by a licensed landscape architect to confirm plans are in compliance with all applicable City, State or any other applicable regulations and codes.
- Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance.
- Perform all necessary liaison services with the Director, Building Official, or designee, either by mail, e-mail, telephone or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretation.
- Perform landscape and irrigation plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
- Perform plan review within 10 working days from the date the City subs the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
- Advise applicant and City when an inspection shall be requested.
- Conduct inspections during the City set inspection days and times upon request for scheduling.
- Maintain records for State reporting purposes.

e) Specialized Plan Review and Inspection Services including but not limited to Fire Examiner Plan Check services and Fire Inspection Services

We have a complete staff of experienced and licensed professional fire protection plans examiners and inspectors for your fire life safety needs. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to the following: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards, and your local/regional amendments.

Our Fire Plans Examiners and Inspectors are well-versed in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, UL, etc.) for common systems and materials
- Fire Department Standards
- National Fire Protection Referenced Standards pursuant to the above Codes
- Municipal, State, or Federal regulations enforced by Fire Departments



HIGH FIRE HAZARD AND CODE COMPLIANCE

We understand that municipal codes may be frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. This includes the newly released State Fire Marshal Map requirements for high-fire hazard areas based on Chapter 7A of the CBC. More specifically, we will ensure compliance with Title 24 California Building Standards Codes covering structural, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing, and historical buildings.

Interwest's Engineers and Plans Examiners have experience in providing plan reviews for projects located in high fire hazard zones, as several of our clients have developments that occur in areas prone to wildfires. Interwest's staff has provided plan reviews for projects located in high fire hazard zones using FEMA's Technical Bulletins as well as the Title 24 California Building Standards Code.



f) Permit Issuance and Counter Services Staffing

Permit technician services are crucial to the success of the entire building safety process as they are the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction throughout the life of a project, whether engaging the homeowner, architect, developer or contractor or other community member. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting, are all key elements to furnishing first-rate, efficient, and a memorable experience to your clients.

At the request of the City, we will provide one or more Building Permit Technicians to the City. Our Building Permit Technicians will welcome and work closely with customers at the public counter answering all questions. They will provide information about permit applications, plan review, and inspection requirements, and will be excellent at organizing and maintaining the filing systems necessary for tracking in-progress applications, permits issued, plan check-in progress, approved plans, and any other information required by the City.

Plan Check Turnaround Times

We consistently complete 99% of our customers’ plan review times on schedule for both commercial and residential projects as our standard business practice. We work hard to accommodate any turnaround schedule desired by the City. Multidisciplinary reviews are typically performed in our offices, but we are available for onsite work when required, upon the City’s request.

Table 1. Maximum Turnaround Times

MAXIMUM TURNAROUND TIME			
Type of Job	1st Review	2nd Review	Expedited Review
Residential			
New Construction	10 Business Days	5 Business Days	5 Business Days
Addition	10 Business Days	5 Business Days	5 Business Days
Remodel	10 Business Days	5 Business Days	5 Business Days
Non-Residential			
New Commercial/Industrial	10 Business Days	5 Business Days	5 Business Days
Addition	10 Business Days	5 Business Days	5 Business Days
Tenant Improvement/Remodel	10 Business Days	5 Business Days	5 Business Days
Large Complex Commercial Projects	Turnaround Time Negotiated on a Project-by-Project Basis		

Interwest is also able to accommodate special project plan review needs, such as, Solar/PV and fast-track or expedited reviews. We establish specific turnaround goals and procedures with jurisdiction staff for these types of projects.

Quality Control / Quality Assurance

Interwest prides itself in meeting clients’ needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. To ensure quality, Interwest has implemented a Quality Assurance/Quality Control (QA/QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. Interwest’s QA/QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., Logging review data into each municipality’s system). Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed periodic peer review of plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed. Staff are paid to attend both internal and external training to grow professionally and improve skill sets. The Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided. Sending periodic customer satisfaction surveys for feedback on work performed and services provided.

Interwest uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary. Given interwest’s comprehensive approach to management and plan review, the probability of risk is low. As part of our QA/QC process, we ensure that Interwest standards are met. We involve the City in the entire process to maintain transparency.

To refrain from redundancy, we ask the City to please see section 3: Profile of the Proposing Firm for detailed information on related service experience by Interwest in similar work.

Project Staffing

5



5 | Project Staffing

List of Lead Professional Personnel by Area of Expertise

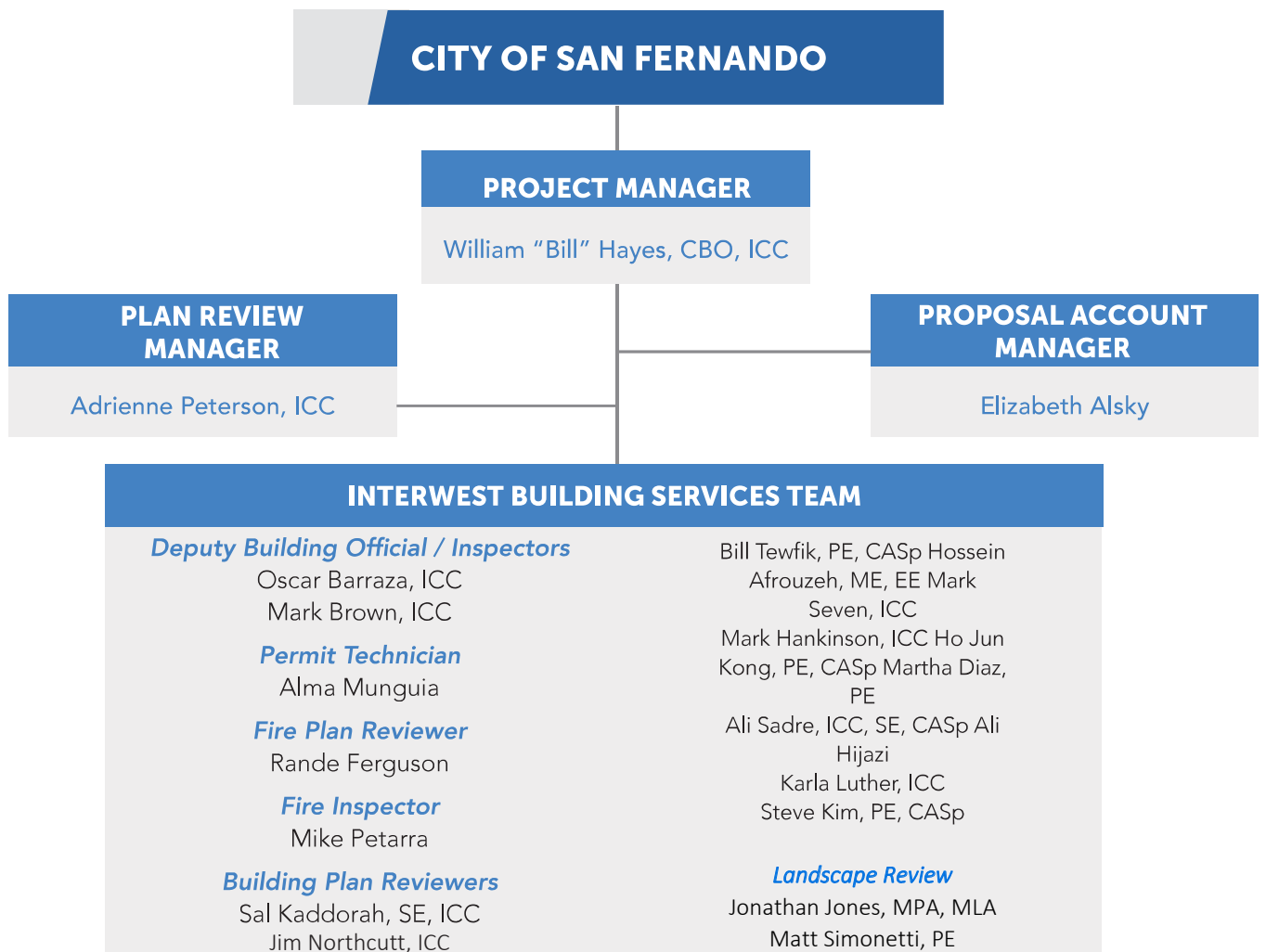
Our proposed staff (as shown in the table below) have significant direct experience working throughout California providing services similar to the services the City requires. The Interwest personnel assigned to serve the City of San Fernando are highly qualified and experienced in providing building safety services to California municipal clients. Interwest does not intend to utilize the services of sub-contractors in the performance of work under this contract.

Our proposed team provides first-class building department services. Because of our state-wide and national reach, we can add more personnel to any given project, depending on the City's needs at relatively short notice. Full detailed resumes are included in the Appendix for your review and consideration. This is the team we have carefully curated for this project. A total of 18 professionals with the relevant experience to assist the City with its needs and requirements as well as a dedicated Account Manager, Elizabeth Alsky.

Required Statements: Our proposed team has not worked for any other municipal agencies in the past three years. We understand there will be no changes made to the proposed team without prior approval from the City.

Organization Chart

As shown in the organization chart below, we have assembled an experienced and diverse team of plans examiners, building officials and inspectors to provide complete coverage for the City of San Fernando. On the pages following the organization chart, we provide detailed qualifications of key personnel. Detailed resumes for all proposed Interwest personnel are provided in Appendix A.



Qualifications Table

NAME & ROLE	EXPERIENCE WITH FIRM	LICENSE/ CERTIFICATION
William "Bill" Hayes, CBO, ICC Project Manager	20+ years	International Code Council, 8230972 Certified Building Official ICC Residential Plumbing Inspector ICC Residential Mechanical Inspector ICC Residential Building Inspector ICC Commercial Building Inspector ICC/AACE Property Maintenance and Housing Inspector ICC Building Inspector
Oscar Barraza, ICC Building Inspector	24+ years	NPDES Certified Stormwater Inspector Disaster Safety Assessment CA, NO. SAPC51147 Emergency Management System Institute (FEMA), Incident Command System, Incident Management System International Code Council, 5173156 ICC Building Inspector ICC CA Residential Plumbing Inspector ICC Residential Plumbing Inspector ICC Residential Electrical Inspector ICC CA Residential Building Inspector ICC CA Residential Electrical Inspector ICC CA Commercial Building Inspector ICC Management Module
Mark Brown, ICC Building Inspector	1+ years	Residential Building Inspector Commercial Building Inspector Residential Mechanical Inspector Residential Plumbing Inspector Residential Electric Inspector Building Inspector
Alma Munguia Permit Technician	4+ years of experience	NA
Sal Kaddorah, PE Building Plan Reviewer	30+ years of experience	MS, Civil Engineering with Specialization in Structural Engineering Design, California State University, Sacramento, 1988 BS, Civil Engineering, California State University, Sacramento, 1985 CA Professional Civil Engineer, 43757 NV Professional Civil Engineer, 20795 International Code Council, 861125 ICC Building Plans Examiner

Qualifications Table

James Northcutt, ICC Building Plan Reviewer	40+ years of experience	AA, Civil Engineering, Saddleback Community College, 1981 International Code Council, 879908 ICC Building Plans Examiner ICC Building Inspector
Bill Tewfik, PE, CASp, CBO Building Plan Reviewer	40+ years of experience	State Fire Marshal Designated Campus Fire Marshal (SFM DCFM) - 2019 Plan Examiner 1A, 1B, 1C – 2018/2019 Fire Inspector 1 - 2017 Hazardous Materials First Responder Awareness Level - 2017 Plan Review Institute Based on the 2015 I-Codes - 2017 Fire Alarm Plan Review - 2016 Fire Prevention 3B - 2015 Back to Basics, A Review of NFPA 72 - 2015 Fire Inspector 1A, 1B, 1C, 1D - 2014 Fire Inspector 2A, 2B, 2C, 2D - 2014 NFPA 13, NFPA 20, NFPA 25 Review Course – 2014 CPR/First Aid Certified – Annual Renewal
Hossein Afrouzeh, ME, EE Building Plan Reviewer	40+ years of experience	CA Registered Mechanical Engineer 27117 CA Registered Electrical Engineer 11588
Mark Seven Building Plan Reviewer	17+ years of experience	Bachelor Degree in Electrical Engineering, Aswan University, Egypt
Mark Hankinson, ICC Building Plan Reviewer	37+ years of experience	International Code Council 5111273 ICC Accessibility Inspector/ Plans Examiner ICC/AACE Property Maintenance & Housing Inspector ICC Residential Building Inspector ICC Commercial Building Inspector ICC Building Plans Examiner ICC Building Inspector ICC Residential Mechanical Inspector ICC Residential Plumbing Inspector ICC Commercial Plumbing Inspector ICC Plumbing Inspector
Ho Jun Kong, P.E., CASp, ICC Building Plan Reviewer	16+ years of experience	Certified Access Specialist (CASp-863) Building Plans Examiner Certificate by International Code Council (#8255163) Registered Civil Professional Engineering License (P.E.) by California State (C79527) Registered Fundamentals of Engineering License (E.I.T.) by California State (EIT130553)

Qualifications Table

Martha Diaz, PE Building Plan Reviewer	15+ years of experience	Registered Civil Engineer, CA # 081154 International Code Council 8723293 ICC Certified Residential Plans Examiner
Ali Sadre, ICC, SE, CASp Building Plan Reviewer	35+ years of experience	ICC Plans Examiner ICC Building Inspector ICC Combination Inspector Licensed Civil Engineer in AZ, 68573 President of the Structural Engineers Association of CA (SEAOC) in 2020-2021 State Certified Access Specialist (CASp-861) CA Structural Engineer, S3715 CA Civil Engineer, C42877 ME Civil Engineer, 15622 WA Civil Engineer, 56625 WA DC Structural Engineer, S9020118 WA DC Civil Engineer, S920878
Ali Hijazi Building Plan Reviewer	7+ years of experience	Bachelor of Science in Electrical Engineering, California State University, Los Angeles Associate of Science in Physics, Cerritos College
Karla Luther, ICC Building Plan Reviewer	22+ years of experience	International Code Council, 5102152 Fire Plans Examiner Building Plans Examiner
Steve Kim, P.E., CASp Building Plan Reviewer	11+ years of experience	Professional Engineer, P.E. State of California, License No. C88484 Certified Access Specialist (CASp) Certificate No. CASp- 982 Building Plans Examiner, B3 Certificate No. 8887591
Adrienne Peterson, ICC Plan Review Manager	25+ years of experience	International Code Council, 5053110 ICC Permit Technician ICC CA Building Plans Examiner
Rande Ferguson Fire Plan Reviewer	38+ years of experience	Fire Inspector I Fire Inspector II Fire Plans Examiner Fire Prevention Officer
Mike Petarra, ICC Fire Inspector	17+ years of experience	NFPA Certified Life Safety Specialist – Health Care Facility Manager Master Certificate – Business Management ICC Fire Inspector I & II ICC Fire Plans Examiner ICC Commercial Building Inspector

Team Resumes

Appendix A



WILLIAM 'BILL' HAYES, CBO, ICC

STATE OPERATIONS MANAGER, BUILDING DEPARTMENT SERVICES

Bill brings 20+ years of building official, plan review and building inspection experience along with 17 years of municipal experience. His progressive and extensive knowledge of the building industry and municipal organization translates to efficient and effective services for our clients. Bill works with clients, Building Officials and Community Development Directors to assure client needs are met and all services provided on behalf of Interwest are delivered professionally, timely and in a customer service manner. Bill also meets with architects, engineers, designers, and homeowners as necessary to coordinate the successful delivery of plan review and inspection services.

PROFESSIONAL HISTORY

State Operations Manager, Building Department Services / Interwest Consulting Group / 2021 - Present

Bill serves clients in the capacity of State Operations Manager and Building Official, coordinating plan review, inspection and department oversight for multiple jurisdictions throughout Southern California.

West Coast Building and Code Group Leader / HR Green / 2019-2021

Coordinated project scheduling, tasks, and budgets to ensure completion within the appropriate time frame. Prepared the scope of services, detailed project, and contracts. Worked with leaders to determine the composition of the project team and assign any duties, schedules, and budget to members. Assisted and delivered proposals to client and managed contracts to determine if amendments are needed, communicated changes to clients and coordinated timely invoices and fees. Identified project opportunities and make decisions under the Practice Leader supervision. Attended leadership meetings, reported on group performance, strategic planning, and marketing efforts. Provided input into the creation of marketing plans and maintained regular and accurate record of marketing activities with clients. Assisted Human Resources with onboarding new employees, coordinate with IT to ensure office space and equipment are set up properly. Engaged in development-focused discussions with staff to assist in identifying and pursuing activities/projects that aligns with their development objectives.

Building and Operations Manager / City of Industry / 2016-2018

Supervised the daily operations of the Building & Development Services Departments by overseeing the daily operations of the counter customer service, issuing permits, performing plan checks, performing field inspections, gathering data, and executing proposal reports and city projects for the City Manager and City Council. Created training materials and implemented updated procedures for building inspection and counter staff. Evaluated staff responsibilities and productivity to ensure that departments are performing efficiently.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.



YEARS OF EXPERIENCE: 20+

REGISTRATIONS/ CERTIFICATIONS

International Code Council,
8230972

- Certified Building Official
- ICC Residential Plumbing Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC/AACE Property Maintenance and Housing Inspector
- ICC Building Inspector

William (Bill) Hayes | State Operations Manager, Building Department Services | Page 2

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

JAS Pacific / Contract Building Official-City of Pico Rivera / 2015-2016 & 2018-2019

Supervised the daily operations of the building, code enforcement, and housing departments for the City of Pico Rivera. Tracked customer service, issued permits, performed plan checks and field inspections, gathered data, and fully executed required reports. Created training materials, and trained code enforcement, building inspectors, and counter staffs on updated procedures for building inspections and policies.

Building Official/Acting Public Works Manager / 2013-2015

Established an innovated Rental Housing Program by using a state-of-the-art GIS based inspection technology to efficiently inspect and publicly record blighted and deteriorated properties and was awarded the Helen Putnum Award for Excellence in the Internal Administration category. Created and implemented an Electronic Document Management System (EDMS) internal plan check process of 97% for efficient productivity of staffs and businesses, allowing the city to retain over \$600,000 of funds in a 2-year period. Organized and managed the Industrial Waste program and successfully raised the compliance from 80% to nearly 100% from businesses within the city. Established a strong relationship with all departments in the city, therefore becoming a resource and asset to all.

Building Commissioner / City of Palos Heights, Illinois / 2008-2013

Responsible for the City of Palos Heights building departments overall operation and its annual budget of \$750,000, as well as coordinated all approved outside vendors and services, and streamlined general office management duties to ensure efficiency of the department's day-to-day operation. Provided oversight for all disciplines of residential and commercial plan reviews, zoning, enforcement, property maintenance enforcement, and all construction inspections from footing to certificate of occupancy. Inspected various construction projects, ranging from single family homes, commercial buildings, Public Works projects, and new constructions/remodeling for a private college, as well as an eight story, 500,000 plus square feet hospital surgical wing.

Senior/Lead Building Inspector / City of Countryside, Illinois / 2007-2008 End Year

Supervised all sign and property maintenance inspections, enforcement programs, as well as inspections for buildings, electrical, and mechanical on residential and commercial projects, as well as zoning plan reviews and enforcement. Coordinated as the department liaison for the local adjunction court by advising the Building Commissioner regarding building codes and city ordinance updates to stay in compliance with all Federal, State, and local laws. Lead the project in developing an electronic plan review/permit submittal program and an extensive electronic filing system for all permit and property files.

Adrienne Peterson, ICC

ICC CERTIFIED BUILDING PLANS EXAMINER

Adrienne is an ICC certified California Building Plans Examiner and Permit Technician with more than 20 years of direct municipal Building Safety Department experience. For much of her career, Adrienne worked as a permit technician, serving cities and the general public at the counter. This experience has given her insight into the importance of exemplary customer service and strict adherence to turnaround deadlines. With years of experience reviewing plans for compliance at the counter, Adrienne went on to become a certified plans examiner reviewing residential and commercial plans for the City of Yorba Linda, and now for our various clients throughout Southern California.

PROFESSIONAL HISTORY

Building Plans Examiner / Interwest Consulting Group / 2018 - Present

Adrienne performs comprehensive plan review services for residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, state and local building codes, policies, amendments, and ordinances.

Permit Technician / City of Yorba Linda / 2011 - 2018

Adrienne provided lead and direct supervision to front counter Permit Technicians. She worked directly on the implementation and maintenance of the City's Accela Automation 8.0 permit software and customized policies and procedures for plans submittals and permit issuance accordingly. Adrienne reviewed residential and commercial plans for submittal and plan check accuracy. She also issued all construction permits for commercial and residential projects and provided ADHOC reporting for outside agencies and internal requests.

Building Permit Technician / Consultant / 2009 - 2011

With a third-party consultant, Adrienne provided contract Building Permit Technician services to the City of Yorba Linda and the City of Upland.

Senior Permit Technician / City of Ontario / 2005 - 2009

In this position, Adrienne provided lead and direct supervision to the City's front counter Permit Technicians. She reported all construction activity to outside state and county agencies and issued all construction permits for commercial and residential projects. Adrienne also reviewed residential construction plans for code compliance and permit issuance and provided technology support for the City's Acella Permit Plus permit software.

Building Permit Technician / City of Claremont / 1998 - 2005

Adrienne provided building counter customer service and support. She reviewed all construction documentation for submittal and issued all construction permits for the City. Adrienne reported all construction activities to outside agencies and provided lead direction for the implementation of computerized permit software (HdL).

INTERWEST
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YEARS OF EXPERIENCE: 25

YEARS W/ INTERWEST: 5

EDUCATION

- Received Diploma in Computerized Accounting, M.T.I. College, 1995

REGISTRATIONS/ CERTIFICATIONS:

- International Code Council, 5053110
- ICC Permit Technician
- ICC CA Building Plans Examiner

Oscar Barraza, ICC ICC BUILDING INSPECTOR

Oscar brings over 20 years of construction industry experience with more than 17 years as a Building Inspector and Code Enforcement Officer. He is highly knowledgeable of Housing and Zoning Ordinances and has worked in both the public and private sectors. Oscar understands the significance of project schedules which has served as an important asset in ensuring the timely delivery of all projects.

PROFESSIONAL HISTORY

Building Inspector / Interwest Consulting Group / 2012 - Present

Oscar performs inspections of commercial and residential construction including building, plumbing, electrical and mechanical.

Building Inspector | Code Enforcement Officer / JAS Pacific / 2010 - 2012

Oscar conducts residential and commercial inspections in Electrical, Plumbing, Mechanical, and Building fields. He investigates building standards and land usage to ensure that municipal and county laws for such works are followed.

Building Inspector | Code Enforcement Manager / City of Palmdale, CA / 2003 - 2009

Oscar conducts residential and commercial inspections in Electrical, Plumbing, Mechanical, and Building fields. He is responsible for scheduling and monitoring inspections for single and multi-family residences through the Residential Rental Unit program.

Construction Supervisor / California Restoration Construction / 2002 - 2003

Oscar is responsible for supervision of restoration projects throughout the Los Angeles area. He contracts and supervises all types of trades at the job site.

Construction Supervisor/ Financial Interior Design / 1998 - 2002

Oscar coordinates and scheduled subcontractors and diagnoses problems of any type or trade. He coordinates services of Deputy Inspectors..



YEARS OF EXPERIENCE: 24
YEARS W/ INTERWEST: 10

EDUCATION

- Architecture | Drafting, Los Angeles Pierce College
- PC 832 (Arrest) Modules, Modules 1 & 3 (Code Enforcement), Rio Hondo College

REGISTRATIONS/ CERTIFICATIONS

- NPDES Certified Stormwater Inspector
- Disaster Safety Assessment CA, NO. SAPC51147
- Emergency Management System Institute (FEMA), Incident Command System, Incident Management System
- International Code Council, 5173156
- ICC Building Inspector
- ICC CA Residential Plumbing Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Electrical Inspector
- ICC CA Residential Building Inspector
- ICC CA Residential Electrical Inspector
- ICC CA Commercial Building Inspector
- ICC Management Module

Mark Brown, ICC

INSPECTOR

Mark is an inspector with many certifications and a strong work ethic.

PROFESSIONAL EXPERIENCE

Inspector / Interwest Consulting Group / 2023 – Present

- Inspect buildings and ensure compliance with building plans.
- Conduct inspections for compliance with codes and regulations governing building construction, alteration and repair, electrical, plumbing, and mechanical installations, and environmental protection.
- Review code standards and departmental regulations recommending changes when needed.



YEARS WITH INTERWEST: 1

LICENSES / CERTIFICATIONS:

- Residential Building Inspector
- Commercial Building Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Residential Electric Inspector
- Building Inspector

Sal Kaddorah, PE

PROFESSIONAL ENGINEER / SENIOR PLAN REVIEW ENGINEER

Sal is a registered engineer with over 30 years of industry and municipal experience, serving major metropolitan governmental agencies throughout Southern California. He spent 18 years of his career serving the Southern California City of Manhattan Beach, beginning as a Senior Plan Check Engineer and progressing to become the City's Building Official and filling in as the Director of Community Development as-needed. This has given him a valuable perspective on and respect for working in a municipality at multiple levels. This insight allows him to problem solve and work effectively within this environment to the satisfaction of existing City staff, the development community, and the public. Over his career, Sal has cultivated expertise and a proven track record of providing City clientele with thorough and accurate reviews on a multitude of project scopes and scales. Sal continues to stay current and well-informed about the latest techniques and technologies to ensure client satisfaction and effective communication.

PROFESSIONAL EXPERIENCE

Senior Plan Review Engineer / Interwest Consulting Group / 2015-Present

Sal serves a variety of clients on a contract basis providing comprehensive plan review services. Sal also, fills in as a building official, as needed.

Building Official / City of Manhattan Beach / 2011-2015

In this position, Sal supervised and managed the Building and Safety Division, including Plan Check, Inspections, Permit Processing and Code Enforcement. He ensured that construction or alteration work was being done according to approved plans and in accordance with the Provisions of Building Codes. Sal also supervised staff and provided training and guidance to perform required job duties and tasks. He prepared reports and conducted presentations for the City Council, City Manager, City Departments, Boards and Commissions, other Public Agencies, and Private Design and Development Sectors. He also performed complex plan checks for large commercial and residential projects, and worked with the design team to ensure proper code compliance for the final design. On occasion, Sal filled in for the Director of Community Development Department, which involved running the Department operations and managing the Department personnel.

Principal Plan Check Engineer / City of Manhattan Beach / 2000-2011

He oversaw all plan check, and inspection activities within private property of the City. The work included all construction activities, i.e., Commercial, Industrial and Residential buildings within the City limits. Sal was also responsible for building code development and other code interpretation issues. He managed and supervised permit processing staff and plan check Engineers; provided technical training for staff pertaining to construction codes; and provided technical Code interpretations for the design and construction community.

Senior Plan Check Engineer / City of Manhattan Beach / 1997-2000

Sal performed plan checks for commercial and residential projects to ensure full compliance with California State codes and City amendments. He provided the Building Official with all technical engineering and life-safety interpretations and decisions on issues related to architectural, structural, disabled access, and energy standards.



YEARS OF EXPERIENCE: 30+

YEARS WITH INTERWEST: 6

EDUCATION:

- MS, Civil Engineering with Specialization in Structural Engineering Design, California State University, Sacramento, 1988
- BS, Civil Engineering, California State University, Sacramento, 1985

LICENSES / CERTIFICATIONS:

- CA Professional Civil Engineer, 43757
- NV Professional Civil Engineer, 20795
- International Code Council, 861125
- ICC Building Plans Examiner

Associate Plan Check Engineer/ City of Sacramento/ 1990 - 1997

Sal performed commercial, residential, and industrial plan checks for the City, as well as complex construction inspections, including plan checks and inspections of high-rise buildings and large arenas. He provided code training to plan check engineers and inspection staff, as well as members of the design and construction community.

Design Engineer / William Merkel Associates / 1985– 1990

In this role, Sal performed structural design for hospitals, schools, commercial, industrial and residential structures. He was in charge of design and construction projects from the initial design phase to completion, including construction costs, budgeting, and all related construction issues.

Graduate Assistant / California State University, Sacramento / 1985– 1988

Sal assisted a professor in the Engineering and Science Department with engineering lectures. He also tutored graduate engineering students and graded homework assignments, tests, and engineering reports.

James Northcutt, ICC

ICC BUILDING PLANS EXAMINER // ICC BUILDING INSPECTOR

With 40 years of experience, James has an extensive record of successfully reviewing all phases of highly-complex construction projects. James has served various positions with the City of Irvine throughout his career. Accomplished in all duties, including plan review and approval, regulatory compliance, code interpretation, code enforcement, and project acceptance.

PROFESSIONAL HISTORY

Plans Examiner / Interwest Consulting Group / 2015 - Present

James provides plans examination reviews for various Central Valley and Southern California jurisdictions.

Plans Examiner / City of Irvine, CA / 1994 - 2014

James provided information to architects, engineers, contractors, homeowners and developers regarding Building Codes, Local Codes and State Codes including Title 24 handicap and energy requirements. He plan checked and approved room additions, patio covers, solar installations, spa installations, and all tenant improvements plans including high rises in compliance with City building codes and standard plans, State Codes and California Building Codes.

Street Lighting Specialist / City of Irvine, CA / 1988 - 1994

James supervised and maintained the City's street lighting and landscape maintenance districts; develop and administer the districts budgets; Updates annual assessment land use codes and parcel information; prepare and present engineer's reports and related staff reports to City Council and Finance Commission.

Plan Check Technician / City of Irvine, CA / 1986 - 1988

James provided plan check and approval statuses to room additions, spa installations, and patio covers in compliance with City Building Codes, State Codes and Uniform Building Codes.

Engineering Technician / City of Irvine, CA / 1985 - 1986

James performed routine review of tract maps, parcel maps, grading plans, landscape plans; check improvements plans for general conformance with City Standards. Assisted in development and review of design policies and standards.

Engineering Aide III / County of Orange, CA / 1981 – 1985

James was a draft man for grading, bike trails, street improvement plans, storm drains, and other County projects using Intergraph CAD system; design, draft and write construction specifications for minor County funded projects.

INTERWEST
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YEARS OF EXPERIENCE: 40

YEARS W/ INTERWEST: 6

EDUCATION

- AA, Civil Engineering, Saddleback Community College, 1981

REGISTRATIONS/ CERTIFICATIONS:

- International Code Council, 879908
- ICC Building Plans Examiner
- ICC Building Inspector

AREAS OF EXPERTISE:

- Plans Examination
- Code Interpretation
- Construction | Scope
- Project Management
- Code Enforcement

Bill Tewfik, PE, CASp, CBO

CA REGISTERED PROFESSIONAL ENGINEER // CERTIFIED ACCESS SPECIALIST // CERTIFIED BUILDING OFFICIAL

Bill is a registered engineer and CASp professional with more than 40 years of industry experience, including 23 years serving the City of Garden Grove's Building Division. Bill has extensive experience serving municipalities and providing engineering plan review services.

PROFESSIONAL HISTORY

Plan Check Engineer | Certified Access Specialist / Interwest Consulting Group / 2016 - Present

Bill performs architectural and structural review of commercial, industrial, and residential buildings for compliance with State regulations and City ordinances pertaining to model codes, interacting with engineers, architects, contractors, developers, and property owners to provide interpretation and assistance on building code related issues and assisting counter personnel with permit issuance.

Building Official / City of Garden Grove / 2012 - 2016

Bill was responsible for the planning and managing of the daily operations of the City's Building Division, including the plan check section, permit counter and inspection activities. Bill also provided technical support to various City Departments regarding building related issues. He performed a variety of complex technical work to ensure compliance with applicable codes, and educated employees on different code topics.

Plan Check Engineer / City of Garden Grove / 1993 - 2012

In this role, Bill performed architectural and structural review of commercial, industrial, and residential buildings for compliance with State regulations and City ordinances pertaining to model codes, interacting with engineers, architects, contractors, developers, and property owners to provide interpretation and assistance on building code related issues and assisting counter personnel with permit issuance.

Contract Engineer / Freelance / 1991 - 1993

During this time, Bill prepared plans and performed structural engineering consulting services for private clients.

Project Engineer / McLean and Schultz / 1990 - 1991

In the role of Project Engineer, Bill participated in various office projects including the design of steel structures and reinforced concrete foundations for industrial facilities. Other duties included checking the stability of existing structures to meet the minimum seismic force requirement and structural design work for renovating existing structures (wood, masonry, concrete) to accommodate the revised architectural design.

Project Engineer / Battaglia Associates / 1987 - 1990

Bill's responsibilities included the design of steel and reinforced concrete structures for the "Lotte World" indoor and outdoor theme park in South Korea. He also reviewed engineering consultant plans to ensure compliance with the architectural design intent and coordinated with contractors in the field, solving problems that arise during the construction phase.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 40

YEARS WITH INTERWEST: 7

EDUCATION:

- Associates Degree, Paralegal Studies, MTI College
- Associates Degree, General Studies – 2002

LICENSES / CERTIFICATIONS:

- State Fire Marshal Designated Campus Fire Marshal (SFM DCFM) - 2019
- Plan Examiner 1A, 1B, 1C – 2018/2019
- Fire Inspector 1 - 2017
- Hazardous Materials First Responder Awareness Level - 2017
- Plan Review Institute Based on the 2015 I-Codes - 2017
- Fire Alarm Plan Review - 2016
- Fire Prevention 3B - 2015
- Back to Basics, A Review of NFPA 72 - 2015
- Fire Inspector 1A, 1B, 1C, 1D - 2014
- Fire Inspector 2A, 2B, 2C, 2D - 2014
- NFPA 13, NFPA 20, NFPA 25 Review Course – 2014
- CPR/First Aid Certified – Annual Renewal

Project Engineer / Severud Associates / 1981 – 1987

Responsibilities include designing steel and reinforced concrete buildings using various computer software programs, developing all structural details, and checking shop drawings for conformance with AISC specifications and ACI codes. Performed field inspection and supervision services during the construction of various projects.

Project Engineer / Mekan Arbed Company / 1980 – 1981

Responsibilities included field supervision and survey work for the Sheraton Hotel during construction and preparing daily progress reports.

Hossein Afrouzeh, ME, EE

PLAN REVIEW ENGINEER

Hossein is a licensed electrical and mechanical engineer with a rich background in the industry, including over 10 years of construction experience and over 40 years of design, construction management support experience, and plan review engineering. He is a well-rounded project leader with strong interpersonal and communication skills with ability to lead a design team of Electrical, Mechanical, and Plumbing engineers to adhere to the client and code requirements. He is familiar with the preparation of contract documents for mid-rise multi-residential, commercial, industrial, and educational buildings, and he has been responsible for the electrical system design for many projects from inception to completion including construction administration and commissioning of medium voltage power distribution systems, substations, lighting and power, fire alarm, and security systems.

Hossein is organized and proactive, ensuring that projects are always moving forward. He is able to multitask and manage several projects at varying levels of development, and has the intuitive problem solving skills to identify project issues and bring them to resolution quickly and effectively. Hossein has the interpersonal and communication skills to keep the client and design community apprised of a project's status, and he is able to work in a complex technical environment, understanding and interpreting the impact of changes. His wealth of experience and breadth of expertise make him a true asset to any City.

PROFESSIONAL EXPERIENCE

Senior Mechanical, Electrical and Plumbing Plan Review Engineer / Interwest Consulting Group / 2015 - Present

Plan reviewing for Mechanical, Electrical, Plumbing, and Energy Engineering for some of the state of California cities such as Long Beach, Pomona, Tustin, Corona, Rossville, Lake Forest, Monterey Park, Irvine, Fresno, county of Napa, and city of Sanger. Projects include midrise Residential and Hotels with subterranean parking garages, manufacturing facilities, wineries, industrial facilities including hazardous areas, shopping centers, private medical facilities, private schools, Port of Long Beach Pier and Terminal facilities including medium voltage distribution system, pump station projects and administration buildings, midrise office buildings, oil and gas facilities, regular shell and TI for various facilities, restaurant and fast food entities, retails and grocery stores.

Lead Senior Electrical Peer Review Engineer / FTRNV. International | SBG Jeddah / 2013 - 2015

In this position, Hossein was in charge of reviewing and commenting on documents and specifications prepared by design consultants, as well as final construction documents and shop drawings prepared by contractors. He provided technical comments for implementation within the package before submitting them for construction. He was additionally responsible for the review and verification of electrical loads of manufacturer material submittals for HVAC and plumbing systems; review of medium and low voltage distribution systems single line diagrams for normal and emergency networks; review and verification of medium voltage switching stations, substations, and transformer rooms for physical layout and code compliance; review of project cable tray systems for low and medium voltage distributions; review of overall lighting and power distribution systems; prepared technical report for project surge protection device and lighting requirements to implement; prepared method statement for construction procedures and sequence of events for medium voltage switchgears and transformers for site construction crew to follow; preparation of systems voltage drop, short circuit and coordination system with Schneider Eco dial and ETAP software; review of overall system for constructability and provided with required refinements; periodic construction site visits for general QA/QC and coordination.



YEARS OF EXPERIENCE: 40+

YEARS WITH INTERWEST: 8

EDUCATION:

- MS, Engineering Science and Management, California Polytechnic State University Pomona, 1981
- BS, Electrical Engineering, Tehran Poly Technique/ Amir Kabir University, 1971

REGISTRATIONS / CERTIFICATIONS:

- CA Registered Mechanical Engineer | 27117
- CA Registered Electrical Engineer | 11588

Principal and Director of Operations / Procedure Engineers, Inc. / 1987 - 2013

He was responsible for the preparation of proposals for MEP engineering fee per architectural design development package and required scope of work; preparation of contract and negotiation with client; attending kick-off meeting with client and project team to refine scope of work and overall project time line; review required electrical system design and set up procedure and general guide line for assigned engineer to follow; review and plan check of prepared electrical drawings for code compliance, project requirements and specification; quality control and quality assurance of all MEP drawings or general conformity and coordination with all disciplines; attending progress meetings with client and other project team for coordination and scheduling; supervising of preparation of final project construction documents and bid package and helping client during bid; periodic site meeting for conformity of construction with contract documents; preparation of in-house procedure and guide lines for QC and QA; general over view of company personnel requirements including hiring and lay-offs; projects cost control and monitoring based on man-hour used on a bi-weekly basis; project scheduling, project management and day-to-day operation of team of engineers and designers; preparation computer software for basic electrical calculations.

Electrical Department Manager / Malcom Lewis Associates / 1984 - 1987

In this position, he was responsible for providing man-hour estimates for electrical system design for all potential projects; attending project start-up meeting; preparation of design guide and general design development sketches for electrical designer to proceed with design; day to day supervising of electrical design team and coordinating design progress with other disciplines; attending client progress meeting and coordination with other design team; plan check electrical design package for code conformity and against other disciplines drawings for electrical requirements; prepare and update department design guide lines and procedures; review design drawings and construction documents for construction codes compliance and governmental regulations; project scheduling and project management.

Electrical Engineer and Department Deputy / Elliot Group / 1981 - 1987

For this architectural and engineering company, Hossein was in charge of the preparation of preliminary, conceptual, design development and working drawings for mostly commercial and industrial buildings. He also reviewed and commented on electrical designer's drawings for code conformity and scope of work. He was the electrical project manager for governmental projects and performed site investigation for existing electrical system for new renovations. He met with clients to discuss project progress in different design stages for their review comments and preparation of required answers. He also assisted the Department Manager with day to day issues and providing with required solutions, and trained electrical designers with new code requirements and electrical calculations.

Technical Director and Construction Site Liaison / Modern Osloob / 1973 – 1979

While he was with this construction company, he was responsible for the review of MEP construction documents for major equipment for project construction cost estimates; the preparation of bid submittal for presenting to board of directors for approval and submit to government agencies; attending Bid opening meetings and processes; attending to contract award ceremony for getting to know all construction team players and client representative; the preparation of equipment and material submittals and submit to consultant for approval; ordering approved equipment with opening letter of credit with manufacturers which were mostly Europe and USA; the approval of requested purchase order from construction site per drawings and spec and material tracking; attending weekly construction progress meeting with all team players and client; construction site visit and verification of work in progress per design drawings and spec; preparation of monthly pay request per work done and review with client representative for approval; the preparation of required RFI's and process through proper channels and follow up for final direction; the preparation of punch list for closing of the project and check for required corrections; finalizing of the project and hand over to user groups of client.

Mark Seven

MEP PROJECT MANAGER / COORDINATOR

Mark has over 17 years of experience in buildings (commercial and residential), malls, health care, and airports with extensive experience with Electrical, Mechanical, And Plumbing (MEP). He has broad experience in strategic planning, entire project management cycle, defining project constraints, risk assessment, and performance measures. In addition, Mark has an in-depth understanding of project budget management, costs verification techniques, MEP work progress, and developing technical Request For Information (RFI). He managed complex and multi-million dollar construction projects for domestic and international firms.

PROFESSIONAL EXPERIENCE

MEP Project Manager / Arco Interiors / 2017 - 2021

- Management of all MEP project team members (project engineers, superintendents, and field office coordinator).
- Developed and maintained relationships with consultants, subcontractors, suppliers, and inspectors.
- Established a positive working relationship with owner's representatives and clients to ensure alignment with their goals and expectations from initiation to completion of the project.

MEP Project Manager / Kele / 2014 - 2017

- Managed / coordinated all activities related to MEP work in the site.
- Oversaw daily activities of MEP engineers, MEP Superintendents, and subcontractors.
- Followed up with Client, Consultant and client representatives for any site instructions.

MEP Project Coordinator / BESIX / 2010 - 2014

- Oversaw the overall MEP performance and quality control on the work site which included monitoring the scope of work: Mechanical, Plumbing, Medical, Air, Vac, Gas, Ductwork, Building Controls, Electrical, Fire Alarm, Security, Site Utilities, and Fire Protection.
- Managed and led MEP subcontractors and ensured that project specifications and ADDC regulations were followed from contract award through close out.
- Reviewed drawings and ensured compliance and completeness.

Electrical Site Engineer / Al Shafar United / 2006 - 2010

- Managed the implementation and monitoring of on-site electrical work.
- Estimated, prepared, and assigned project resources such as staffing, materials, consumables, equipment, tools, etc. required for electrical work before execution.
- Planned and analyzed possible construction methodologies and recommended top options to the Project Manager for approval before execution.

Electrical Engineer / Ministry of Housing As In New Urban Communities' Authority / 2005 - 2006

- Electrical client engineer for medical center in New Sohag city.
- Electrical client engineer for playground in New Sohag city.
- Electrical client engineer for nursery in New Sohag city.



YEARS OF EXPERIENCE: 17+

EDUCATION:

- Bachelor Degree in Electrical Engineering, Aswan University, Egypt

Mark Hankinson, ICC

PLANS EXAMINER

Mark spent 15 years as a Senior Plans Examiner for Pima County, reviewing commercial and residential plans, and ensuring building plan review work is in compliance with State and local building regulations. Mark worked with building inspectors to resolve field-related code issues, provided customer support for zoning and building questions, performed structural calculations for beam loads on residential projects, and reviewed structural calculations submitted.

Mark also had 19 years of experience as an Architect, working on many building types: hospitals, warehouses, banks, tenant improvements, hotels, churches, and residential. He is an effective team member and leader, supervising office staff or supervising individual teams, and has the proven ability to communicate effectively with all other internal and external disciplines.

PROFESSIONAL EXPERIENCE

Plans Examiner / Interwest Consulting Group / 2017 – Present

Mark provides building plan review services to the cities of El Monte, Rosemead, and Maywood for residential and commercial projects to ensure compliance with all applicable building codes.

Senior Plans Examiner / Pima County, AZ / 2001 – 2017

Mark reviewed plans primarily for zoning and building, plumbing, electrical and mechanical requirements on a five-day review schedule. He also reviewed and issued permits for assisted living homes and group homes, Wastewater Sewer Connections permits, and Building and Zoning permits, in addition to reviewing solar permits. He is familiar with online submittals using Project Docs and the County's Adobe system to review all permit submittals that have plans.

Architect / Various / 1982 – 2001

Mark worked at various-sized architectural firms with up to 200 employees. He learned a great deal of knowledge about architectural plans and the process of reviewing plans. Mark ensured plans were complete and complied with the building codes and requirements of various states and jurisdictions.



YEARS OF EXPERIENCE: 37
YEARS WITH INTERWEST: 3

EDUCATION:

- Southwest Leadership Program in Management and Organizations, Eller College of Management, University of Arizona
- BS in Architecture, University of Minnesota
- BS of Environmental Design, University of Minnesota

LICENSES/CERTIFICATIONS:

- International Code Council | 5111273
- ICC Accessibility Inspector/ Plans Examiner
- ICC/AACE Property Maintenance & Housing Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC Building Plans Examiner
- ICC Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Plumbing Inspector
- ICC Plumbing Inspector

Ho Jun Kong, P.E., CAsp, ICC

STRUCTURAL ENGINEERING ASSOCIATE

Ho Jun is a structural engineering associate who is knowledgeable in architectural, fire / life / safety, accessibility, structural analysis and design codes. He is ICC certified, well-educated, and experienced in many projects pertaining to his career field.

PROFESSIONAL EXPERIENCE

Structural Engineering Associate / Structural Engineering Assistant / City of San Diego / 2013 - Present

- Review building plans for compliance with building code regulations, ordinances and the Municipal Code for compliance with architectural, fire / life / safety, accessibility, and for structural design provisions.
- Review the building plans of buildings and structures (e.g., apartment buildings, commercial buildings, single-family dwellings, duplexes, interior modifications of buildings, and minor structures) with basic to moderate degree of complexities.
- Provide technical information on the application of regulations to professional architects, engineers, contractors and to other non-professional applicants.

Senior Plans Examiner (Part Time) / Bureau Veritas / 2021 - 2022

- Review plans and specifications for commercial, industrial, and residential projects to ensure compliance with city, state, and federal laws and regulations.

Structural Project Engineer / Lee & Lee Structural Engineering Inc. / 2007 - 2013

- Attained proficiency of structural analysis and design by participating in over 70 design projects of various types of structures.

PROJECTS

Commercial and Schools

- 1099 Grand Office in LA- Developed structural modeling and performed seismic analysis and design using ETABS & SAFE, ASCE/SEI 7-05, LABC 2011 & ACI 318-05 (20-story building, total floor area: 175,000 sq.ft.).
- Emhurst Hotel in LA- Developed structural modeling for Preliminary seismic analysis and foundation design using ETABS & SAFE, ASCE/SEI 7-05, LABC 2008 & ACI 318-05 (20-story building with six story parking lot, total floor area: 158,000 sq.ft.).
- La Crescenta Plaza in La Crescenta- Performed lateral analysis and design, Shoring Design, ASCE/SEI 7-05, CBC 2010 & ACI 318-05 (two story commercial with two story subterranean garage, total floor area: 22,800 sq.ft.).
- Avalon Charter School in LA- Performed Seismic analysis, design and retrofit for 3 story floor remodeling, ASCE/SEI 7-05, CBC 2010 & ACI 318-05 (three story school, total floor area: 20,000 sq.ft.).
- Western Plaza in Los Angeles- Performed lateral analysis and design, ASCE/SEI 7-05, CBC 2007 & ACI 318-05 (two story commercial with one story subterranean garage, total floor area: 13,900 sq.ft.).
- Ocean Breeze Plaza in Huntington Beach- Performed lateral analysis and design, ASCE/SEI 7-05, CBC 2007 & ACI 318-05 (two story commercial, total floor area: 13,900 sq.ft.).

Apartments and Condos

- Brynhurst Apt. in LA- Performed lateral analysis and design using RISA, ASCE/SEI 7-05 & LABC 2011 (three story apt. with one story parking lot, total floor area: 23,500 sq.ft.).



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 16

EDUCATION:

- Master's Degree in Civil and Environmental Engineering (Structural Engineering), University of Illinois at Urbana-Champaign
- Bachelor's Degree in Architectural Engineering, Sungkyunkwan University

LICENSES / CERTIFICATIONS:

- Certified Access Specialist (CAsp-863)
- Building Plans Examiner Certificate by International Code Council (#8255163)
- Registered Civil Professional Engineering License (P.E.) by California State (C79527)
- Registered Fundamentals of Engineering License (E.I.T.) by California State (EIT130553)

- Sunset Condo in LA- Developed modeling to Dynamic analysis and seismic design using ETABS, ASCE/SEI 7-05 & LABC 2011 (seven story condo with two story subterranean garages, total floor area: 56,680 sq.ft.).
- Havard Senior Apt. in LA- Performed lateral analysis and design, ASCE/SEI 7-05 & LABC 2011 (four story apt. with two story subterranean garage, total floor area: 60,000 sq.ft.). • Montana 6unit Apt. in Santa Monica- Performed lateral analysis and design, Shoring design, ASCE/SEI 7-05, CBC 2010 & ACI 318-05 (two story apt. with one story subterranean garage, total floor area: 11,500 sq.ft.)
- Garvey Villas in LA- Performed Lateral analysis and design, ASCE/SEI 7-05 & LABC 2011 (four story villas with two story parking lot, total floor area: 51,600 sq.ft.).
- 19th Street Apt. in Santa Monica- Performed Lateral analysis and design, ASCE/SEI 7-05, CBC 2007 & ACI 318-05 (two story condo with one story subterranean garage, total area: 14,100 sq.ft.).

Residential

- Arman Residence in Bel Air- Performed Lateral analysis and design, ASCE/SEI 7-05 & CBC 2010 (two story house with one story subterranean garage, total floor area: 14,200 sq.ft.).
- Sunset Hillside Residence in Beverly Hills- Performed Lateral analysis and design, ASCE/SEI 7-05 & CBC 2010 (three story hillside house, total floor area: 12,100 sq.ft.).
- Khorram Residence in Santa Monica- Performed Lateral analysis and design, ASCE/SEI 7-05 & CBC 2010 (two story house, total floor area: 9,500 sq.ft.).

Infrastructure Project

- Pedestrian Bridges Design at Lakewood Golf Club- Bridge design to replace existing rusty bridge to new bridge, developed structural modeling and performed seismic analysis and design using RISA 3D & 2D, ASCE/SEI 7-05 & CBC 2010.
- Concrete Retaining Wall and Pile Design for Somera Hillside Residence- Seismic analysis and design using RISA, LABC by Hillside design provision.
- Shoring Design for two story subterranean garages using RISA.

Martha Diaz, PE

Plans Examiner

Martha Diaz is a bilingual plans examiner who also has extensive engineering experience. She is fluent in MS Word, Excel, PowerPoint, and BlueBeam Revu.

PROFESSIONAL HISTORY

Plans Examiner / Interwest Consulting Group / 2022- Present

Martha performs a full range of residential and commercial (IRC and IBC governed) Plan Reviews. She identifies and addresses areas of plan non-compliance and suggests/recommends procedures and processes to improve operations. Martha is available, responsive, knowledgeable, and cordial to customer and client requests for information and answers code related questions from builders and the general public.

Engineer | City Of Santa Clarita, Building & Safety Division | 2017-2021

Martha reviews structural and architectural plans, calculations, and soils reports for building code compliance for projects ranging from single-family dwellings to commercial tenant improvements. She assists home-owners, contractors, architects, designers, and engineers in completing their construction projects and provides code updates for local building amendments. Martha collaborates with the planning division and helps develop plan review comments for accessory dwelling units.

Forensic Engineer I | Donan Engineering, Inc. | 2015-2016

Martha performs forensic investigations on buildings and structures to determine cause of failure and/or damage. She interviews home-owners as part of the investigation process and discusses projects and reports with clients, engineers, and home-owners. She uses the scientific method and serves as the engineer of record on reports submitted to clients.

Structural Engineering Associate II – Green Building Division | City of Los Angeles, Department of Building & Safety | 2011-2015

Martha reviews architectural plans, commissioning documents, landscape plans and calculations, and testing data for Los Angeles Green Building Code compliance. She also assists in creating documents required for plan review to meet state requirements.

Structural Engineering Associate II – Structural Plan Check Division | City of Los Angeles, Department of Building & Safety | 2007-2011

Martha reviews structural and architectural plans, calculations, and soil reports for building and zoning code compliance for jobs ranging from single-family dwellings to commercial tenant improvements. She refers customers to different agencies to obtain applicable sign-offs, and she issues building permits upon code compliance.



A SAFEbuilt[®] COMPANY

Years of Experience: 15
Years w/ Interwest: 1

Education

- BS, Civil Engineering, CSU-Long Beach, California

Registrations/Certifications

- Registered Civil Engineer, CA # 081154
- International Code Council 8723293
- ICC Certified Residential Plans Examiner

Ali Sadre, ICC, SE, CASp

SENIOR LEAD STRUCTURAL ENGINEER

Ali reviews projects for compliance with the IBC and CBC, Title 24 for life-safety and structural design. The projects have included high-rise, multi-residential, commercial, schools, hospitals, hotels, casinos, sports arenas, essential facilities, hazardous occupancies, UC, or CSU projects, Port District, Federal, State, DOD, Navy & Department of Correction projects, tunnels, bridges & lifeline structures. This review demands thorough familiarity with structural and seismic provisions of the CBC, SEAOC Blue Book, State Historic & Existing Building Codes, ASCE-41, Tall Building Initiative and other design guidelines and standards for new buildings, as well as seismic strengthening of existing buildings.

PROFESSIONAL EXPERIENCE

Interwest / Senior Lead Structural Engineer / 1986-Present

Government Consultant | Contractor

Ali served over 165 municipalities and state agencies in the United States.

PROFESSIONAL AFFILIATIONS

- Elected as a fellow of the Structural Engineers Association of California (SEAOC) in 2017
- Seismic Safety Commissioner, 2007-2011
- President of SEAOSD, 2010-2011
- SEAOC Board of Directors Member, 2010-2012
- City of San Diego Board of Appeals Chairman, 2008 - 2014
- OSHPD Seismic Safety Board Member, 2008-2012
- Strong Motion Instrumentation Program Member, 2007-2011
- Seismology Committee of SEAOC '96-'97, Chairman
- Seismology Committee of SEAOSD '94-'95, Chairman
- Steel Sub-committee of SEAOSD '92-'94, Chairman
- Current, or former Member - ASCE, EERI and SEAOC

ACCOMPLISHMENTS

- Authored Commentary in the 1998 SEAOC Blue Book on the Seismic Zone Coefficient and Near Source Factors due for publication in late 1998.
- Authored Commentary to the 1996 SEAOC Blue Book Provisions on EBF, SCBF and High Strength Reinforcing Steel in Concrete for High Seismic Zones.
- Authored a periodical called " Seismic Reconnaissance" circulated by SEAOSD 1994 - 1996
- Co-authored SAC Advisory # 3 published in 1995.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 35+
YEARS WITH INTERWEST:
35

EDUCATION:

- BS, CE, MSCE, Georgia Institute of Technology, Atlanta, GA, 1980

LICENSES / CERTIFICATIONS:

- ICC Plans Examiner
- ICC Building Inspector
- ICC Combination Inspector
- Licensed Civil Engineer in AZ, 68573
- President of the Structural Engineers Association of CA (SEAOC) in 2020-2021
- State Certified Access Specialist (CASp-861)
- CA Structural Engineer, S3715
- CA Civil Engineer, C42877
- ME Civil Engineer, 15622
- WA Civil Engineer, 56625
- WA DC Structural Engineer, S9020118
- WA DC Civil Engineer, S920878

Ali Hijazi

ELECTRICAL PLANS EXAMINER

Ali is bilingual in English and Arabic. He was part of the senior design team in the Micro Mouse (IEEE) project and worked on the IR sensors and navigation-programming of the autonomous robot.

PROFESSIONAL EXPERIENCE

Electrical Engineer / Interwest / 2020 - Present

- Provide electrical plan review as an engineering consultant by applying the California Building Standards Code.
- Plan reviews include residential and commercial structures for new construction and tenant improvements.

Retail Seller / Global Games / 2017 - 2020

- Purchased video game consoles from retail and wholesale sellers for resale.

Systems Engineer in Training / DTE Energy / 2016 - 2017

- Learned about nuclear generation and the various electrical systems associated with it.
- Was part of the Integrated Processing Computer System (IPCS): a software that runs on the main computer in the control room and acts as an interface to the operators in the whole plant.
- IPCS consists of all the sensors (pressure, flow, temp, distance, etc.) throughout the plant that connects to the data acquisition devices which connect to the main computer.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 7
YEARS WITH INTERWEST: 3

EDUCATION:

- Bachelor of Science in Electrical Engineering, California State University, Los Angeles
- Associate of Science in Physics, Cerritos College

Karla Luther, ICC

PLANS REVIEWER

Karla completes residential and commercial reviews for several jurisdictions and multiple disciplines.

PROFESSIONAL EXPERIENCE

Plans Reviewer / Interwest / 2022 - Present

- Work with building inspectors to resolve field-related code issues and coordinate activities with other City departments as directed.
- Responsible for preparing written correction letters and maintaining and updating records and database information.
- Recommend necessary changes to design documents as required to obtain compliance with applicable codes and regulations.

Senior Plan Checker / City of Victorville / 2006 - 2021

- Provided plan review of residential projects of all types, including tracts.
- Completed commercial projects, including tenant improvements, tilt-ups, and hotels.
- Worked closely with the planning division for review of site and façade City planning requirements for both residential tracts and new commercial building.

Plans Examiner / City of San Bernardino / 2001 - 2006

- Produced plan reviews of residential additions and commercial tenant improvements.
- Worked the permit counter.

SKILLS

- Customer service oriented.
- Knowledge of multiple building code disciplines.
- Attention to detail.
- Ability to minimize construction complications.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 22
YEARS WITH INTERWEST: 1

EDUCATION:

- Doctor of Theology, PCIE
- Associates of Applied Science, West Virginia State College

LICENSES / CERTIFICATIONS:

- International Code Council, 5102152
- Fire Plans Examiner
- Building Plans Examiner

Steve Kim, P.E., CASp

SENIOR PLAN CHECK ENGINEER

Steve is a Senior Plan Check Engineer with over a decade of experience in his career field. He holds many licenses and certificates, as well as education, making him well-versed and experienced in his career path.

PROFESSIONAL EXPERIENCE

Senior Plan Check Engineer / Interwest Consulting Group / 2023 - Present

- Reviews commercial and residential structures for compliance to the California Code of Regulations, Title 24.
- Provides review for ASMEP, CalGreen and the California Energy Code.

Senior Plan Check Engineer / City of Riverside Building and Safety / 2020 - 2023

- Review commercial and residential structures for compliance to the California Code of Regulations, Title 24.
- Provide review for ASMEP, CalGreen and the California Energy Code.

Safety Plans Examiner III / County of Riverside Building and Safety / 2019 - 2020

- Provided guidance to younger engineers.
- Assisted other engineers when complications develop.

Structural Engineer / KPFF Consulting Engineers / 2017 - 2019

- Provided structural analysis and designed commercial and institutional buildings.
- Tasked as primary design engineer and project manager under direct supervision of the principal. These projects included: Yorba Linda Library and Arts Center, Roosevelt Elementary School and major tenant improvements at the Century Plaza Tower.

Project Manager / Gouvis Engineering Consulting Group, Inc. / 2015 - 2017

- Provided structural analysis and design of high density apartments, mixed-use, commercial and tract home developments.
- Interfaced with architects and engineers of varying disciplines to prepare construction documents and provide continued technical support through the permitting and construction process.

Engineering Technician II / Orange County Public Works, Development Services / 2015

- Administered preliminary review of plans, engineering and permit documents at the public counter to qualify submittals for plan check.

Project Manager / Full Stack Developer / Toda World, Inc. / 2012 - 2015

- Worked as primary web server system administrator.
- Web application development of customer reward mobile application.
- Web application development of back-end dashboard, and custom integration of micro-services for development of QR coupon generator, email and SMS marketing, gift card and order processing, and more.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 11

YEARS W/ INTERWEST: >1

EDUCATION:

- Masters of Science Degree in Civil Engineering (Structural Emphasis), University of Southern California
- Bachelor of Science Degree in Civil Engineering, California State Polytechnic University, Pomona

LICENSES / CERTIFICATIONS:

- Professional Engineer, P.E. State of California, License No. C88484
- Certified Access Specialist (CASp) Certificate No. CASp-982
- Building Plans Examiner, B3 Certificate No. 8887591

Alma Munguia

PERMIT TECHNICIAN

Alma has a strong work ethic and computer skills. She provides exceptional customer service to all clients and colleagues and is fluent in English and Spanish and is currently learning French. She is detail-oriented and has strong organizational skills.

PROFESSIONAL EXPERIENCE

Permit Technician | Administrative Assistant / Interwest Consulting Group / 2019 - Present

Alma performs review of permit applications, documents and plan submittals to assure accuracy and compliance with local state and federal codes. She logs, routes, records and files various plans and permits.

Receptionist and Stylist / Trimmerz / 2017 - 2019

Alma was a keyholder in charge of opening and closing the store, which entailed running the cash register, bookkeeping, and weekly payroll. She professionally answered clients' questions and concerns in person and via phone.

VIP Lounge Agent / Escape Lounges / 2019 - 2020

Alma provided customer services skills by creating a premier VIP experience. Some of her duties included checking guests in, providing information and successful meeting clients' expectations.



YEARS OF EXPERIENCE: 4
YEARS WITH INTERWEST: 4

Rande Ferguson

IN-HOUSE FIRE PLAN REVIEWER

Rande is a well-rounded individual skilled in fire prevention, building inspections, public safety, and fire management.

PROFESSIONAL EXPERIENCE

In-House Fire Plan Reviewer / Broadspec / Interwest Consulting Group / 2023 – Present

- Perform fire safety inspections and plan reviews of residential, commercial, industrial properties and places of assembly to determine compliance with fire prevention codes and ordinances.
- Write citations and / or stop work in progress depending on the nature of the infraction, document actions, and testify in court, if necessary.
- Perform fire and safety clearance inspections for new business licenses.

(Retired) Firefighter / Deputy Fire Marshal / Palm Springs Fire Department / 1990 – 2022

- Performed fire fighting and emergency medical response activities to protect life and property.
- Responded to a variety of fire and emergency and non-emergency calls for service.
- Performed station and equipment maintenance.

Fire Technology Adjunct Instructor / Riverside Community College District / 1999 – 2005

- Taught fire prevention, public safety and organization dynamics.

Firefighter / McDonnell Douglas Aerospace / Tactical Aircraft / Missile Systems Company / 1989 – 1990

Sergeant of Marines (Firefighter) / United States Marine Corps / 1985 – 1989



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 38
YEARS WITH INTERWEST: 1

LICENSES / CERTIFICATIONS:

- Fire Inspector I
- Fire Inspector II
- Fire Plans Examiner
- Fire Prevention Officer

Mike Petarra, ICC

FIRE INSPECTOR

Mike has 17 years as an ICC certified building and fire inspector who is management-oriented and experienced in construction, healthcare, and inspection.

PROFESSIONAL EXPERIENCE

Senior Building and Fire Inspector / Interwest Consulting Group / 2022 - Present

- Inspects fire sprinkler installation and inspections, special event permit inspections, plan review, and conduct annually required state-mandated inspections on educational facilities, healthcare facilities, hospitals, and apartment complexes.
- Provides building inspection on new residential construction, as well as local miscellaneous building inspections throughout the community, including but not limited to patio cover construction, solar inspections, swimming pool construction, block wall construction, and business T.I.'s and build-outs.

Fire Inspector / Fire Plans Examiner / Building Inspector / 4leaf Inc. / 2019 - 2022

- Conduct "certificate of occupancy" inspections, business annual operational fire inspections, verifying compliance with applicable fire codes and standards, and inspecting underground fire line installations.
- Also inspect fire sprinkler installation and inspections, special event permit inspections, plan review, and conduct annually required state-mandated inspections on educational facilities, healthcare facilities, hospitals, and apartment complexes.
- Responsible for building inspection on new residential construction, as well as local miscellaneous building inspections throughout the community, including but not limited to patio cover construction, solar inspections, swimming pool construction, block wall construction and business T.I.'s and build-outs.

Building Maintenance Specialist / Methodist Hospital of Southern California / 2008 - 2019

- Supervised, maintained, inspected and tested Fire Life Safety systems including but not limited to; inspection and repair of fire rated partitions and fire smoke rated barriers and compartments, fire smoke doors, fire sprinkler system and fire alarm system.
- Was responsible for the compliance of The Joint Commission and CMS Fire / Life safety requirements for hospital accreditation status.
- Was responsible for the direct supervision of third-party contractors working on fire protection systems.

Superintendent / South Fork Enterprises / 2006 - 2008

- Coordinated and managed all construction site activities, specializing in hospital construction.
- Managed all sub-contractors regarding contract obligations.
- Supervised personnel while maintaining applicable OSHA standards for all trades.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 17

EDUCATION:

- High school Diploma, Damien High School

LICENSES / CERTIFICATIONS:

- NFPA Certified Life Safety Specialist – Health Care Facility Manager
- Master Certificate – Business Management
- ICC Fire Inspector I & II
- ICC Fire Plans Examiner
- ICC Commercial Building Inspector

Matt Simonetti, PE

CA REGISTERED PROFESSIONAL CIVIL ENGINEER

Matt has more than 23 years of civil engineering experience. He currently provides engineering plan review services to our clients throughout Southern California. Matt has managed entitlements and final plan and map reviews for various land development projects for several cities, including most recently the City of Moreno Valley. Matt possesses excellent communication skills, always providing a high level of customer service in a professional manner. He has experience with both municipal and private clients. Matt is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

PROFESSIONAL HISTORY

CA Registered Professional Civil Engineer / Interwest Consulting Group / 2021 - Present

Matt currently serves as a CA Registered Professional Civil Engineer with Interwest Consulting Group and provides engineering services to our clients in California.

Interim Senior Civil Engineer / City of Moreno Valley / 2021 – 2021

Matt served as Interim Senior Civil Engineer for the City of Moreno Valley. Matt managed entitlements and final plan and map reviews for various land development projects for the City.

Senior Civil Engineer / City of Yorba Linda / 2013 – 2021

Matt served as Land Development and NPDES Division Manager for the City of Yorba Linda. He managed all entitlements and final plan/map reviews for various land development projects. Matt also served as the Engineering representative at Planning Commission public hearings. He was responsible for preparing budgets, policies, and procedures.

Associate Civil Engineer / City of Menifee / 2009 – 2012

Matt managed entitlements and final plan/map reviews for land development projects for the City of Menifee. He reviewed site plans and tentative subdivision maps for regulatory compliance. Matt also provided Project management, final plan/map reviews, encroachment permits, compliance investigations, and capital improvement projects. Matt was responsible for managing consultants, project construction, and inspections.

Project Manager / Hall & Foreman, Inc. / 2005 – 2009

Matt was responsible for Project Management of Team, Clients, Budgets, Schedule, and PS&E packages. He worked on both Land Development Residential and Commercial Projects. Matt's responsibilities included Rough/Precise Grading, Street, Sewer, Water, Erosion and Sediment Control, Storm Drain, WQMP, SWPPP, Tentative Maps, Specifications, and Cost Estimates.

Design Engineer / RBF Consulting / 2001 – 2005

Matt worked on Street Improvement Projects with extensive roadway design including horizontal and vertical alignments, curb return profiles, typical and design cross sections, and construction details. He was responsible for providing cost estimates and quantities, along with utility coordination and mapping.



YEARS OF EXPERIENCE: 23+

YEARS WITH INTERWEST: 2

EDUCATION:

- BS, Civil Engineering, Henry Samueli School of Engineering

LICENSES / CERTIFICATIONS:

- CA Registered Professional Civil Engineer, 68340

Jonathan C. Jones

PROJECT MANAGER // LANDSCAPE PLAN REVIEWER

Upon earning his master's degree in landscape architecture, Jonathan has gained over 30 years of experience where he has managed design review process of landscape and irrigation plans for a variety of land development park projects. His experience includes managing and planning the design, development and construction of numerous community parks. Jonathan has authored the Landscape Maintenance District Design Guidelines; Onsite Commercial Development Landscape Design Guidelines; and Water Efficient Landscape Ordinance (WELo) for the City of Corona in compliance with the State requirement. Furthermore, Jonathan has successfully managed all aspects of public park design and development.

PROJECT EXPERIENCE

- Managed the Master Planning, Design, Development, and Construction of the following parks in Corona, CA:
 - Santana Regional Park
 - Mountain Gate Community Park
 - Eagle Glen Community/Sports Park
 - Dos Lagos Park
- Successfully negotiated park land dedication (Quimby Act) for various residential developments during the entitlement and project conditioning phase.
- Developed standard conditions of approval and Standard Plans and Specifications for adoption by the City Council.
- Authored the City of Corona's Water Efficient Landscape Ordinance (WELo) in compliance with the State requirement in 2008
- Authored the City of Corona Landscape Maintenance District and Commercial Development Landscape Design Guidelines
- Managed design review process of landscape & irrigation plans

PROFESSIONAL HISTORY

Landscape Plan Reviewer / Interwest Consulting Group / 2020 – Present

Jonathan coordinates and reviews landscaping site plans and design to ensure compliance with City zoning ordinance, site regulations, design specifications and standards for various California municipalities.

Assistant Planner / City of Corona, CA / 2005 - 2008

Jonathan developed on-site landscape standards for commercial developments. He performed planning department landscape plan check and on-site landscape inspections. Jonathan presented planning cases to the Planning Commission for various municipal projects.

Park Development Manager / City of Corona, CA / 1988 - 2004

Jonathan managed all aspects of public park design and development including consultant contracting and management, park master plan development and community meetings, drawing plan check and approval, park construction inspection and development of landscape maintenance district design guidelines.

Adjunct Professor / California Baptist University / 2007 – Present

Jonathan teaches political science, leadership and management.



YEARS OF EXPERIENCE: 30+

YEARS W/ INTERWEST: 3

EDUCATION

- MPA, Public Administration, California State University, San Bernardino, CA 1994
- MLA, Landscape Architecture, California Polytechnic University, Pomona, CA 1984
- Environmental Planning and Management, University of California, Davis, CA 1979

Reference Letters

Appendix B





DEPARTMENT OF PUBLIC WORKS

4305 Santa Fe Avenue, Vernon, California 90058

Telephone (323) 583-8811

October 5, 2023

RE: Letter of Reference regarding Interwest Consulting Group (Interwest)

To Whom it may concern:

I have worked with the Building Department Services staff from Interwest since 2016. I have specifically worked with Dave Marcum during that time and have valued his support and feedback.

They have been professional and knowledgeable in the timely delivery of CASp/building inspection and plan review services we have received.

I would recommend Interwest to any jurisdiction that is looking for these types of services.

If you have any questions, I can be reached at dwall@cityofvernon.org or (323) 583-8811 ext 305.

Respectfully,

Daniel Wall
Director Of Public
Work



City of Laguna Woods

24264 El Toro Road
Laguna Woods, CA 92637
Phone (949) 639-0500
TTY (949) 639-0535
Fax (949) 639-0591
www.cityoflagunawoods.org

October 5, 2023

RE: Letter of Reference regarding Interwest Consulting Group (Interwest)

To Whom It May Concern:

I have worked with building services staff from Interwest for over a year. I have specifically worked with Mr. William Hayes during that time and have valued his support and feedback.

The Interwest team has been professional and knowledgeable in the timely delivery of Building Official, Inspector, and Permit Technician services we have received.

I highly recommend their services to any jurisdiction. If you have any questions, I can be reached at (949) 639-0591 or via email at rpennington@cityoflagunawoods.org.

Sincerely,

A handwritten signature in blue ink that reads 'Rebecca M. Pennington' with a long horizontal flourish extending to the right.

Rebecca M. Pennington
Development Administrator



CITY OF EL MONTE

Building & Safety Division

11333 Valley Boulevard
El Monte, CA 91731
(626)580-2055
jmcloskey@elmonteca.gov
elmonteca.gov

October 12, 2023

RE: Letter of Reference regarding Interwest Consulting Group (Interwest)

To Whom It May Concern:

I am the Chief Building Official with the City of El Monte and have worked with the building services staff from Interwest for 2 ½ years. I have specifically worked with Mike Petarra for over a year and have valued his professional support and feedback.

Interwest has been professional and knowledgeable in the timely delivery of plan review, permit issuance, and inspection services.

On a scale of 1 to 5 (with 5 being the highest) I would rate the Interwest staff and services a 5.

If you have any questions, I can be reached at jmcloskey@elmonteca.gov or (626) 580-2013.

Sincerely,

Jess McCloskey, CBO
Chief Building Official
Building & Safety Division | Community & Economic Development Department

Proposal Costs Sheets and Rates

6



6 | Proposal Cost Sheets and Rates

Interwest will coordinate transportation of plans between the City’s office and our Ontario office at no additional charge to the City. Our staff will coordinate our plan review services with the City to ensure plan review services are performed in a seamless manner. For plan review services performed in our offices we propose the following fixed fees as a percentage of the City’s plan review fees:

Fixed Fee Plan Review Fees

TYPE OF PLAN REVIEW	FIXED FEE
Residential Building Plan Review	70%
Small Commercial Plan Review	68%
Large Commercial Plan Review	65%
Structural Only Plan Check	50%
Architectural / MEP Plan Review	45%

Please note that the fixed fees stated above include an initial plan review plus two re-checks, additional re-checks beyond the third review will be charged at on an hourly basis using the Schedule of Hourly Rates shown below with prior approval from the City. **Expedited plan reviews** will be provided at a rate of 150% of the fees shown above and will be completed in one half the timeframes proposed for non-expedited plan reviews. In addition to the fees noted above, we propose the following terms and conditions:

- For the review of deferred submittals such as truss calculations, stairs, etc., submitted after the projects has been approved, we propose to complete the reviews on an hourly basis utilizing the Schedule of Hourly Billing Rates below.
- For the review of revisions to previously approved drawings, we propose to complete the reviews on an hourly basis utilizing the Schedule of Hourly Billing Rates below

Billing Rates

Effective January 1, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”), unless a mutually agreed upon rate increase is established. Such increase shall not exceed 5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

CLASSIFICATION	HOURLY BILLING RATE
Building Safety Services	
Certified Building Official.....	\$160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	\$155
Supervising Structural Engineer	\$185
Senior Structural Engineer	\$175
Senior Plans Examiner.....	\$140

CASp.....	\$125
Inspector III.....	\$110
Inspector II.....	\$100
Inspector I.....	\$90
Permit Technician.....	\$80
Fire Protection Engineer	\$155
Senior Fire Plans Examiner	\$130
Fire Plans Examiner / Fire Inspector.....	\$120
ICC Building Plans Examiner	\$120
Senior Code Enforcement Officer.....	\$135
Code Enforcement Officer.....	\$125
Trainee	\$75

Landscape Design Review Services

Project Manager	\$185
Senior Landscape Design Reviewer	\$165
Landscape Design Reviewer	\$150
Landscape Maintenance Inspector	\$130
Landscape Field Supervisor	\$130

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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: May 20, 2024

Subject: Consideration to Approve a Funding Agreement with the State of California Department of Water Resources to Fund the Water Nitrate Treatment System; Adopt a Resolution Authorizing the City to Enter into a Funding Agreement with the State of California Department of Water Resources; and Adopt a Resolution Amending the Fiscal Year 2023-2024 Adopted Budget

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Funding Agreement No. 4600015580 (Attachment "A" - Contract No. 2250) with the State of California Department of Water Resources to fund the Water Nitrate Treatment System in the amount of \$3,000,000;
- b. Adopt Resolution No. 8304 (Attachment "B") authorizing the City to enter into a Funding Agreement with the State of California Department of Water Resources (CDWR) to receive funds for the City's Well No. 2A Water Nitrate Treatment System;
- c. Adopt Resolution No. 8305 (Attachment "C") amending the Fiscal Year (FY) 2023-2024 Adopted Budget to appropriate expenditures and revenues in the Capital Grants Fund (Fund 010); and
- d. Authorize the City Manager to execute the grant agreement with CDWR and all grant related documents.

BACKGROUND:

1. In April 2023, through State Senator Caroline Menjivar, the City submitted a \$3,000,000 budget request to the CDWR for nitrate system related projects.
2. On July 25, 2023, the City was notified by CDWR that the \$3,000,000 budget request for the nitrate system related project had been approved.

Consideration to Approve a Funding Agreement with the State of California Department of Water Resources to Fund the Water Nitrate Treatment System; Adopt a Resolution Authorizing the City to Enter into a Funding Agreement with the State of California Department of Water Resources; and Adopt a Resolution Amending the Fiscal Year 2023-2024 Adopted Budget

Page 2 of 4

3. In August 2023, the City received the funding agreement and pertinent exhibits from CDWR.
4. In September 2023, CDWR notified the City that all The Budget Act of 2023 (Stats. 2023, ch. 38, § 258) funds had been frozen due to the State's budget shortfall. Due to the freezing of funds, CDWR put the funding agreement review process on hold.
5. On February 21, 2024, CDWR notified the City that the earmark funding for The Budget Act of 2023 (Stats. 2023, ch. 38, § 258), previously frozen, had been released. The funding agreement review process with CDWR was restarted in March and the City was able to resume work to finalize the funding agreement.
6. On May 8, 2024, after extensive review and verification of project scope of work items by CDWR, they completed final review of the funding agreement and exhibits and authorized City staff to proceed with obtaining City Council approval of agreement.

ANALYSIS:

The City has two main sources of water: 1) ground water from the local groundwater wells, and 2) imported water from the Metropolitan Water District of Southern California (MWD). The City currently has four active wells (Well Nos. 2A, 3, 4A, and 7A) for groundwater extraction. All of the City's groundwater wells are located in the Sylmar Groundwater Basin. The imported water from MWD is an alternate supply when groundwater production from the wells cannot meet the demand or having water quality issues.

The Nitrate levels of groundwater supplies from Well Nos. 3 and 7A are above the Maximum Contaminant Level (MCL) of 10 mg/l, while the Nitrate levels of Well No. 2A is around 9 mg/l, close to MCL. Well No. 4A, a low production well, which can feed directly into the onsite reservoirs is not impacted by high levels of Nitrate. Due to the high levels of contaminants, on April 18, 2022, the City started using MWD water as the only supply source.

The City water system currently has two Ion Exchange (IX) water treatment plants (Plant No. 1 and No. 2) for Nitrate removal. Plant No. 1 has been in service since 2017, and Plant No. 2 was recently commissioned in 2024. The combined flow of both plants is about 1,900 gallon per minute (gpm). The plant effluent average Nitrate level is approximately 3 mg/l, well under the MCL of 10 mg/L. However, the combined capacity of the two treatment plants is limited to serve only the two wells, Well Nos. 3 and 7A. After commissioning of Plant No. 2 in February 2024, the City's reliance on MWD water ceased on March 6, 2024, and the City has returned utilizing its own groundwater supply to feed the system.

Consideration to Approve a Funding Agreement with the State of California Department of Water Resources to Fund the Water Nitrate Treatment System; Adopt a Resolution Authorizing the City to Enter into a Funding Agreement with the State of California Department of Water Resources; and Adopt a Resolution Amending the Fiscal Year 2023-2024 Adopted Budget

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As treatment capacities of two plants is limited, during peak hours or high demand periods in summer or if Well No. 3 or No. 7A is out of service, it is necessary to run Well No. 2A to meet the system demand. Well 2A is the City's most productive well in the system with a rated capacity of 2,100 gpm compared to other groundwater wells. The current Nitrate detection levels of Well No. 2A is around 8.5 mg/l. Therefore, in order to pump Well No. 2A without treatment, the Nitrate levels should be sufficiently below the MCL of 10 mg/l. As it happened in the past, if Nitrate levels of Well No. 2A reaches close to 10 mg/l, the City may have to shut down wells to prevent water quality violations and start using MWD water.

The cost of the MWD water supply is substantially higher than the local groundwater production cost. This causes a significant impact on the reserve funds. Also, the disinfection methods of MWD water is different from the chemicals used for local groundwater which may cause operational and main line corrosion issues as seen recently. Also, switching from one source to other could be a cumbersome process.

Therefore, in order to have a reliable supply of good quality water and for long term benefits of the community, it is important the City install a Nitrate treatment system for Well No. 2A. As part of the project, upgrades to the existing treatment plants including blending and/or system expansion, and construction of a collection main linking Well No. 2A to the Lower Reservoir site with upgrades to the existing treatment system (Attachment "D" – Project Layout Map) is proposed.

PROJECT SCHEDULE	START	FINISH
A: Administration	March 2024	December 2026
B: Permitting and Environmental Documentation	May 2024	December 2025
C: Planning and Design	June 2024	July 2025
D: Construction	April 2025	December 2026

BUDGET IMPACT:

The adoption of the attached resolution is necessary to amend the FY 2023-2024 Adopted Budget by \$3,000,000 to appropriate revenues (010-3686-0580) and expenditures (010-384-0580-4600) from the Budget Act of 2023 funding for nitrate system related improvements to proceed. Funding will be issued via the California Department of Water Resources on a reimbursement basis.

Consideration to Approve a Funding Agreement with the State of California Department of Water Resources to Fund the Water Nitrate Treatment System; Adopt a Resolution Authorizing the City to Enter into a Funding Agreement with the State of California Department of Water Resources; and Adopt a Resolution Amending the Fiscal Year 2023-2024 Adopted Budget

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SOURCES			
	Account Number	Original Allocation	Current Balance
Hertzberg <i>(State Allocation)</i>	010-3686-0857	\$ 7,000,000	\$ 3,750,000
Budget Act of 2023 <i>(Pending Approval)</i>	010-3686-0580	\$ 3,000,000	\$ 3,000,000
Total Sources:		\$ 10,000,000	\$ 6,750,000

USES	Budget Act of 2023	Hertzberg (State Allocation)	Total
	010-384-0580-4600	010-385-0857-4600	
Design/Construction Management/ Inspection/Testing/Labor Compliance	\$ 500,000	\$ 525,000	\$ 1,025,000
Construction	\$ 2,250,000	\$ 2,850,000	\$ 5,100,000
Construction Contingency	\$ 200,000	\$ 375,000	\$ 575,000
Staff Oversight/Grant Administration	\$ 50,000	\$ 0	\$ 50,000
Total Uses:	\$ 3,000,000	\$ 3,750,000	\$ 6,750,000

CONCLUSION:

It is recommended that the City Council approve a Funding Agreement No. 4600015580 (Attachment "A" - Contract No. 2250); adopt Resolution No. 8304 authorizing the City to enter into a Funding Agreement with the State of California Department of Water Resources (CDWR) to receive funds for the City's Well No. 2A Water Nitrate Treatment Systems; adopt Resolution No. 8305 amending the FY 2023-2024 Adopted Budget; and authorize the City Manager to execute the grant agreement with CDWR and all grant related documents.

ATTACHMENTS:

- A. Contract No. 2250 - Funding Agreement No. 4600015580
- B. Resolution No. 8304
- C. Budget Resolution No. 8305
- D. Project Layout Map

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
CITY OF SAN FERNANDO
AGREEMENT NUMBER 4600015580**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the City of San Fernando, a municipal corporation, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Budget Act of 2023 (Stats. 2023, ch. 38, § 258) to Funding Recipient to assist in financing for the Water Nitrate Treatment System (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$3,000,000.
4. **DISBURSEMENT OF FUNDS.** State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. **ELIGIBLE PROJECT COST.** Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
 - A. Purchase of equipment not an integral part of the Project.
 - B. Purchase of water supply not an integral part of the Project.
 - C. Replacement of existing funding sources for ongoing programs.
 - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
 - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
6. **METHOD OF PAYMENT.** State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a "wet signature." State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs incurred during that time period.
 - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement.
 - C. Failure to operate or maintain Project in accordance with this Funding Agreement.
 - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice State.
 - G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.
- c. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8. CONTINUING ELIGIBILITY. Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
 - A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
 - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
 - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
 - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
 - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
 - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "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 DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient 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 the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports.

Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.
- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.

10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
- C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.

A. Notices may be transmitted by any of the following means:

- i. By delivery in person.
- ii. By certified U.S. mail, return receipt requested, postage prepaid.
- iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- iv. By electronic means.

B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically

will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources	City of San Fernando
Arthur Hinojosa	Nick Kimball
Manager, Division of Regional Assistance	City Manager
P.O. Box 942836	117 Macneil Street
Sacramento, CA 94236-0001	San Fernando, CA 91340
Phone: 916-902-6713	818-898-1202
Email: Arthur.Hinojosa@water.ca.gov	NKimball@sfcity.org

Direct all inquiries to the Project Manager:

Department of Water Resources	City of San Fernando
Ted Daum	Kenneth Jones
Senior Environmental Scientist	Management Analyst
P.O. Box 942836	117 Macneil St.
Sacramento, CA 94236-0001	San Fernando, CA 91340
916-902-7800	Phone: (818) 898-1240
Theodore.Daum@water.ca.gov	Email: kjones@sfcity.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

13. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – State Audit Document Requirements for Funding Recipients

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

CITY OF SAN FERNANDO

Arthur Hinojosa
Manager, Division of Regional Assistance
Date _____

Nick Kimball
City Manager
Date _____

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant General Counsel
Office of the General Counsel
Date _____

Richard Padilla
Assistant City Attorney
Date _____

EXHIBIT A

WORK PLAN

PROJECT: Water Nitrate Treatment System

IMPLEMENTING AGENCY: City of San Fernando

PROJECT DESCRIPTION: This Project is an expansion of the existing treatment system, and consists of the following: construction of a raw water collection main from the City of San Fernando Groundwater Well No. 2a to the Nitrate Treatment System at the lower reservoir site, upgrades to the wellhead, and access road, asphalt paving, and security fence site improvements.

Budget Category A: Administration

Task A.1: Agreement Administration

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

Deliverables

- Annual Invoices and associated backup documentation

Task A.2: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Final Funding Agreement Completion Report

Budget Category B: Permitting and Environmental Documentation

Identify required environmental and regulatory permits for the Project and obtain required permits.

Deliverables

- Memorandum identifying CEQA compliance and environmental permits for the Project.
- Copies of permits as required.

Budget Category C: Planning and Design

Task C.1: Preliminary Design Engineering Services

Prepare preliminary water well site feasibility study and detailed site study, including land use considerations, environmental reports, hydraulic analysis, consideration of alternative piping alignment, permitting requirements, infrastructure considerations, and cost analysis.

Deliverables

- Water Well Site Feasibility Report
- Preliminary Engineering Design Report

Task C.2: Final Design Engineering Services

Prepare relevant 65%, 95% and 100% level construction drawings and technical specifications. Prepare recommended construction schedule.

Deliverables

- 100% Design Package (Plans/Specs/Engineer's Estimate)
- Construction Schedule

Budget Category D: Construction

Task D.1: Construction Administration

Manage contractor submittal review, answer requests for information, and issue work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties may include, but are not limited to: documenting of pre-construction conditions, daily construction on-site inspections of construction activities, preparing owner change orders, addressing questions of contractors on site via Request for Information or Request for Clarification, coordination of specialty inspection and testing, reviewing/updating project schedule, reviewing contractor log submittals and progress payment requests, notifying Contractor if work is not acceptable. This item also includes any costs incurred for securing bonds, insurance, and financing prior to beginning the construction work.

Deliverables

- Bid Documents
- Notice of Advertisement
- Notice of Award
- Fully executed Contract
- Purchase Order
- Notice to Proceed

Task D.2: Construction Activities

Construction activities are outlined below.

11(a): Mobilization, Demobilization and Cleanup: Work includes preparatory and cleanup operations including, movement of personnel, equipment, temporary construction signs, materials and incidentals to the project site and securing a temporary construction yard.

11(b): Install, construct, and excavate for the raw water collection main and appurtenances from Well No. 2A to the Lower Reservoir site.

11(c): Wellhead improvements will include electrical, mechanical, pumping equipment, well rehabilitation, and control upgrades to Well No. 2A.

11(d): Site preparation will include site grading, storm drains, tree removal, demolition, paving, and security fence, access gate, and block wall.

11(e): Expand the existing treatment system at the Lower Reservoir Site. Install modification to the existing piping at the Lower Reservoir Site to blend existing treatment plant effluent and Well No. 2A discharge.

11(f): Improve existing onsite access road to facilitate chemical deliveries, including asphalt paving, security fences, at the Lower Reservoir and and Well No. 2A sites.

Deliverables

- Notice of Completion
- Record Drawings

EXHIBIT B
BUDGET

PROJECT:

Budget Category	State Funds	Agency Cost	Total Project Cost
A: Administration	\$25,000	-	\$25,000
B: Permitting and Environmental Documentation	\$25,000	-	\$25,000
C: Planning and Design	\$500,000	-	\$500,000
D: Construction	\$2,450,000	-	\$2,600,000
Total	\$3,000,000	-	\$3,000,000

EXHIBIT C
SCHEDULE

PROJECT:

DESCRIPTION	START	FINISH
A: Administration	April 30, 2024	December 31, 2026
B: Permitting and Environmental Documentation	June 30, 2024	December 31, 2025
C: Planning and Design	July 31, 2024	July 31, 2025
D: Construction	August 31, 2024	December 31, 2026

EXHIBIT D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2023 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to the State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 7.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient 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 Family Code section 5200 et seq.; and
 - B. The Funding Recipient, 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.
- D.9. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Funding Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. **EASEMENTS:** Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. **FUNDING RECIPIENT'S RESPONSIBILITIES:** Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.

- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- D.18. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.22. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the

State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.25. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.26. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.27. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. **REMAINING BALANCE:** In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.

- D.32. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:

- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION
RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE **CITY OF SAN FERNANDO** AUTHORIZING THE **CITY OF SAN FERNANDO** TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO RECEIVE FUNDS FOR THE **CITY OF SAN FERNANDO WELL NO. 2A NITRATE TREATMENT SYSTEM** AND AUTHORIZING THE **CITY MANAGER** TO EXECUTE THE AGREEMENT ON BEHALF OF THE **CITY OF SAN FERNANDO**

WHEREAS, the July 2023 Assembly Bill 102 designated **\$3 million** in funding to the **City of San Fernando** ("**City**"), **for the City of San Fernando Water Nitrate Treatment System, for services relating to constructing a raw water collection main from the City of San Fernando groundwater Well No. 2A to the Lower Reservoir site, upgrades to the wellhead, expansion of the existing treatment system, and associated water treatment system improvements** (collectively, the "Project"); and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources ("CDWR"); and

WHEREAS, the Water Authority agrees that the funds should be allocated by CDWR to the **City**; and

WHEREAS, CDWR requires a resolution from the **City** authorizing the **City** to enter into an agreement with CDWR to receive funds and to authorize the General Manager to execute the agreement.

NOW, THEREFORE, the Board of Directors of the **City** does hereby resolve and find as follows:

Authorizes the **City** to enter into an agreement with the State of California Department of Water Resources to receive **\$3 million** in funding for its **Project** and authorizes the **City Manager, or designee** to execute the agreement, any amendments thereto; and to submit any required documents, invoices, and reports required to obtain State funds.

PASSED, APPROVED, and ADOPTED this **xth** day of **August** 2023 by the following vote:

AYES: Unless noted below all Directors voted aye.

NOES:

ABSTAIN:

ABSENT:

<Authorizing Signatory>

ATTEST:

<Authorizing Signatory>

I, <Authorizing Signatory>, **Clerk of the City of San Fernando**, certify that the vote shown above is correct and this Resolution No. 2023- _____ was duly adopted at the meeting of the Board of Directors on the date stated above.

<Authorizing Signatory>

EXHIBIT F
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Briefly describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION (as applicable)

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

COST INFORMATION (as applicable)

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

SCHEDULE INFORMATION (as applicable)

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure
 - Include all internal and external costs not previously disclosed
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State payment requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Funding Recipient internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State payment, requests and related Funding Agreement budget line items.
3. Payment requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement payment.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Funding Recipient's personnel who provided services charged to the Project

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

RESOLUTION NO. 8304

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE CITY OF SAN FERNANDO TO ENTER INTO AGREEMENT NO. 4600015580 WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO RECEIVE FUNDS FOR THE CITY OF SAN FERNANDO WELL NO. 2A WATER NITRATE TREATMENT SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF SAN FERNANDO

WHEREAS, the September 2023 Assembly Bill 102 designated \$3 million in funding to the City of San Fernando ("City"), for the City of San Fernando Well No. 2A Water Nitrate Treatment System, for services relating to constructing a raw water collection main from the City of San Fernando groundwater Well No. 2A to the Nitrate treatment plant at the Lower Reservoir site, upgrades to the wellhead, expansion of the existing treatment system, and associated water treatment system improvements (collectively, the "Project"); and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources ("CDWR"); and

WHEREAS, the City Council agrees that the funds should be allocated by CDWR to the City of San Fernando; and

WHEREAS, the CDWR requires a resolution from the City authorizing the City to enter into an agreement with CDWR to receive funds and to authorize the City Manager to execute the agreement.

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

SECTION 1. Authorizes the City to enter into Agreement No. 4600015580 with the State of California Department of Water Resources to receive \$3 million in funding for its Project and authorizes the City Manager or designee to execute the Agreement, any amendments thereto; and to submit any required documents, invoices, and reports required to obtain State funds.

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

PASSED, APPROVED, AND ADOPTED THIS 20th day of May, 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. 8304 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 20th day of May, 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 May, 2024.

Julia Fritz, City Clerk

RESOLUTION NO. 8305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 ADOPTED ON JUNE 20, 2023, APPROPRIATING FUNDS FROM STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE WELL NO. 2A WATER NITRATE TREATMENT SYSTEM

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-24, commencing July 1, 2023, and ending June 30, 2024; and

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

WHEREAS, the City requires funding from The Budget Act of 2023 (Stats. 2023, ch. 38, § 258) for its Well No. 2A Nitrate treatment plant at the Lower Reservoir; and

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

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

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

CAPITAL GRANTS: THE BUDGET ACT OF 2023 (STATS. 2023, CH. 38, § 258) FUNDS

Increase in Revenues
010-3686-0580 \$3,000,000

Increase in Expenditures
010-384-0580-4600 \$3,000,000

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

PASSED, APPROVED, AND ADOPTED THIS 20th day of May, 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. 8305, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof, held on the 20th day of May 2024, by the following vote of the City Council:

AYES:

NAYS:

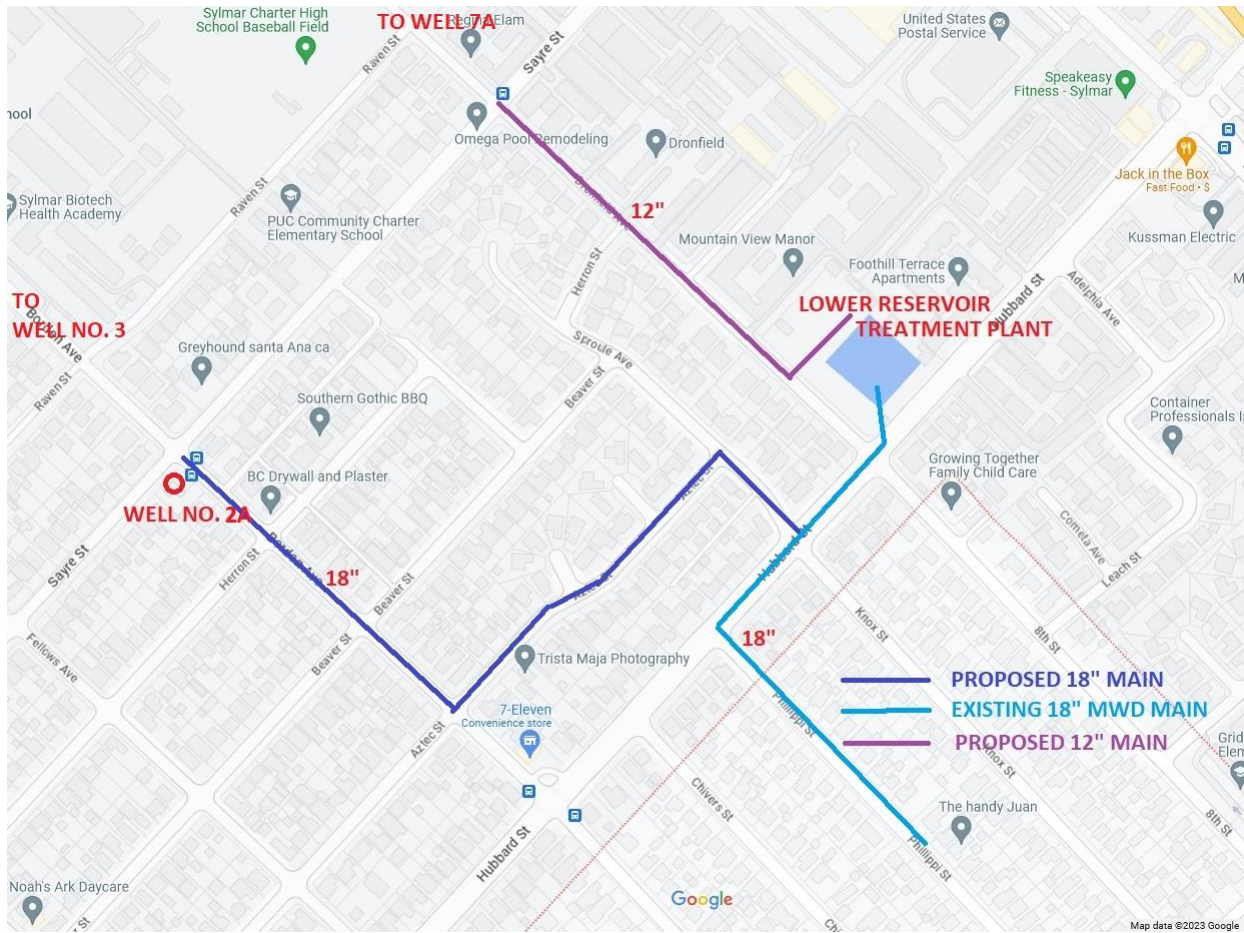
ABSENT:

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 May 2024.

Julia Fritz, City Clerk

PROJECT LAYOUT MAP



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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: May 20, 2024

Subject: Consideration to Approve a Sub-Award Agreement with the City of Los Angeles for the 2023 Urban Area Security Initiative Grant Program and Adopt a Resolution Amending the Fiscal Year 2023-2024 Adopted Budget

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Sub-Award Agreement (Attachment "A" - Contract No. 2249) with the City of Los Angeles for the 2023 Urban Area Security Initiative (UASI) Grant Program in the amount of \$223,062;
- b. Adopt Resolution No. 8303 (Attachment "B") amending the Fiscal Year (FY) 2023-2024 Budget to appropriate the grant expenditures and revenues for the UASI 2023 Grant; and
- c. Authorize the City Manager to execute the agreement and all related documents.

BACKGROUND:

1. The United States Congress first authorized the Urban Area Security Initiative (UASI) grant program in 2003 to help large urban areas enhance their capacity to prepare for, prevent, respond to, and recover from natural, technological, and human-caused disasters, such as acts of terrorism. These authorized funds may be used by local jurisdictions for assessing and developing security strategies, equipment, training personnel, and conducting training exercises with first responders to prepare for the aforementioned events.
2. On May 16, 2016, the City Council appropriated \$53,000 in UASI 2014 Grant Funds for the purchase of Automated License Plate Readers and (ALPRs) and ballistic helmets.
3. On April 18, 2016, the City Council approved a sub-award agreement with the City of Los Angeles for the UASI 2015 Grant. The funds, totaling \$68,598, were used to purchase two (2) Automated License Plate Recognition (ALPR) units, two (2) ballistic shields, and thirty (30) tactical medical kits.

Consideration to Approve a Sub-Award Agreement with the City of Los Angeles For the 2023 Urban Area Security Initiative Grant Program and Adopt a Resolution Amending the Fiscal Year 2023-2024 Adopted Budget

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4. On June 5, 2017, the City Council approved a sub-award agreement with the City of Los Angeles for the UASI 2016 Grant. The funds, totaling \$20,558, were used to purchase thirty-five (35) ballistic helmets and thirty (30) tactical medical kits.
5. On April 6, 2020, the City Council approved a sub-award agreement with the City of Los Angeles for the UASI 2019 Grant. The funds, totaling \$38,060, were used to implement an emergency mass notification system through Everbridge (AlertSF).
6. On April 3, 2023, the City Council approved a sub-award agreement with the City of Los Angeles for the UASI 2022 Grant. The funds, totaling \$141,466, are being used for the purchase of police station security/surveillance cameras, physical access control, and personal protective equipment for the Police Department.
7. On January 9, 2023, the Police Department, in collaboration with the Public Works Department, submitted a request for funding for water supply and water quality infrastructure protection (\$200,000) and an Emergency Operation Center upgrade (\$23,062).
8. On April 8, 2024, the Department received notification of a sub-award agreement with the City of Los Angeles for the requested funds in the amount of \$223,062. .

ANALYSIS:

The Police Department participates in the UASI grant program through its membership in the Los Angeles County Police Chiefs Association (LACPCA) to secure funding for enhancing security measures. The LACPCA submits project requests and funding applications on behalf of Los Angeles County police agencies, including the San Fernando Police Department. Projects are constrained by guidelines from the Department of Homeland Security (DHS). The 2023 UASI Grant Program, part of a comprehensive Congressional authorization, is managed by the Department of Homeland Security to bolster community defenses against potential terrorist attacks and other threats. Funding is earmarked for preparing for, preventing, and responding to natural, technical, and human-caused disasters.

Grant-funded activities are limited and must align with UASI National Priorities, which include:

- Enhancing the protection of soft targets/crowded places;
- Enhancing information and intelligence sharing and analysis;
- Combating domestic violent extremism;
- Enhancing cybersecurity;
- Enhancing community preparedness and resilience; and
- Enhancing election security.

Consideration to Approve a Sub-Award Agreement with the City of Los Angeles For the 2023 Urban Area Security Initiative Grant Program and Adopt a Resolution Amending the Fiscal Year 2023-2024 Adopted Budget

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Water System Security.

In an increasingly complex threat environment, safeguarding the City's water infrastructure and water resources is paramount. UASI Grant funds will be used to enhance security at the City's water facilities by installing network video recorders (NVRs), cameras, speakers, and wrought-iron fencing and gates around the City's reservoir and well sites. These enhancements will act as a physical barrier and visual deterrent while enabling real-time monitoring to protect the City's water supply, fulfilling the national priority of protecting soft targets.

Emergency Operations Center.

Upgrading the City's Emergency Operations Center (EOC), which is located in the Police Department facility, fulfills the National Priority of community preparedness and resilience. Grant funds will be used to upgrade EOC equipment, including laptop computers, and a smart board, ensuring that the Department has the latest technology to gather and disseminate critical information at the local and regional levels during an emergency.

The protection of City infrastructure and equipping personnel to respond to emergencies or natural disasters align with the City Council's Strategic Goals of focusing on community first, building resilient and reliant infrastructure, and supporting the community through emergency preparedness.

BUDGET IMPACT:

The UASI Grant operates on a reimbursement basis, meaning the City buys the items and then requests reimbursement, with the entire cost covered by the grant. Adoption of the attached resolution is necessary to amend the FY 2023-2024 Budget to appropriate the grant revenues and expenditures for the UASI 2023 Grant.

CONCLUSION:

Staff recommends that the City Council approve the Sub-award Agreement (Contract No. 2249) with the City of Los Angeles for the USAI 2023 Grant Program funds totaling \$223,062. Additionally, staff recommends approving the resolution to amend the FY 2023-2024 Adopted Budget to allocate funds for the grant revenues and expenses.

ATTACHMENTS:

- A. Contract No. 2249
- B. Resolution No. 8303



SUBAWARD AGREEMENT

Subrecipient: City of San Fernando

Title: FY 2023 Urban Area Security Initiative (UASI) Grant Program

City Contract Number 2249

City of Los Angeles Contract Number _____

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EXHIBITS

- Exhibit A DHS Standard Conditions
- Exhibit B 2023 Standard Assurances for all Cal OES Federal Grant Programs
- Exhibit C Financial Management Forms Workbook
- Exhibit D Modification Request and Reimbursement Request Forms
- Exhibit E CalOES Forms
- Exhibit F Grants Management Assessment Form

AGREEMENT NUMBER _____ OF CITY CONTRACTS
 BETWEEN
 THE CITY OF LOS ANGELES
 AND THE CITY OF SAN FERNANDO

THIS SUBAWARD AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and The City of San Fernando (“San Fernando”), (the “Subrecipient”). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a “Party” and collectively, the “Parties”) agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The “Federal award” (as such term is defined in the Code of Federal Regulations (“CFR”), 2 CFR § 200.38, and used in this Agreement) is the Fiscal Year (FY) 2023 Urban Area Security Initiative Grant Program FAIN #EMW-2023-SS-00042, CFDA #97.067, Federal Award Date September 1, 2023, having a period of performance from September 1, 2023 through May 31, 2026 This is not a “Research & Development” award as defined in 2 CFR Sections 200.87 and 200.331, and there is no “indirect cost rate” for this federal award as defined in 2 CFR Sections 200.56 and 200.331.

The “Federal awarding agency” (as such term is defined in 2 CFR § 200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate (“DHS”).

The State of California, through its Governor’s Office of Emergency Services (“CalOES”), acts as the “pass-through entity” (as such term is defined in 2 CFR Section 200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area (“LA/LBUA”) in the amount of \$53,932,030.00.

The City, acting through its Mayor’s Office of Public Safety (“Mayor’s Office”), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward (“Subaward”) of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$ 223,062**

Subaward Period of Performance (“Term”): **September 1, 2023**

to May 31, 2026

Match Requirement: **None**

Subrecipient Identifier: _____

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Brian K. Williams, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: brian.k.williams@lacity.org

Party:	City of San Fernando
Authorized Representative:	Jennifer Statig
Authorized Department:	San Fernando Police department
Address, Phone, Fax, E-mail:	117 Macneil St San Fernando, CA 91340 Email: jspatig@sfcity.org

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 23-0690, _____).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- c. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2023 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2023 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2023 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2023 Standard Assurances for CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward (**Exhibit C**).

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR § 200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as **Exhibit C**. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as **Exhibit D**), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline (“Project Timeline”) setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient’s projects under the Subaward. Such forms, which are collectively attached hereto as **Exhibit E**, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Environmental and Historical Preservation (“EHP”) request form, and (4) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES *prior* to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.
- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR Section 315 and Section 2.3.P. of this Agreement.
- F. Any “equipment” (as such term is defined in 2 CFR § 200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with

representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR Section 200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR Section 200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as **Exhibit D**) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.
- I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for COVID-19 vaccine requirements.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient may be required to provide supporting documentation that certifies a reduction in non-Federal resources that occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Sections 3729 to 3733, which sets forth that no subgrantee, recipient or

subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement, or advance. Subrecipient agrees to be subject to the administrative remedies under 38 U.S.C. Sections 3801 to 3812 for violations of this requirement.

- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
 3. Subrecipient 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.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508, 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR Section 200.214 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.) and its implementing regulations, the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) (Pub.L. No. 110-325) and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. Section 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR

Part 40, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act (Pub.L. No. 109-282) and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000 (as amended by 22 U.S.C. § 7104).
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements set forth in California Labor Code Section 3700 et seq.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable Only to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act (5 U.S.C. § 552) and the California Public Records Act (Gov. Code, § 6250 et seq.) to certain information as more fully set forth in the *California Public Records Act and Freedom of Information Act* section of the CalOES Assurances.

- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS* section and *Use of DHS Seal, Logo, and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals, logos, and flags.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall comply with the *Conflict of Interest* section, which requires Subrecipient to establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code Sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing (E.O. 13224)*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.
- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 23 Subaward:
1. Subaward funding is subject to restricted drawdown for the duration of the Term;
 2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See § 2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
 3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR Sections 200.205 and 200.338.
- X. Subrecipient shall comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (NDAA) (Pub.L. No. 115-232) and 2 C.F.R. Section 200.216, 200.471, and Appendix II to 2 C.F.R. Part 200. which prohibit Subrecipient (including their subcontractors) from using federal funds, including FEMA awards, under open or new awards for the telecommunications equipment or services listed in Section 889(f)(2)-(3) of the NDAA.
- Y. Subrecipient shall comply with the Build America, Buy America Act (BABAA) enacted as part of the Infrastructure Investment and Jobs Act § 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005 ensuring “the future is made in all of America by all of America’s Workers.” This provision requires that “all of the iron, steel, manufactured products, and construction materials” used in the project are produced in the United States.
- Z. Subrecipients shall ensure and maintain the adoption and implementation of the National Incident Management System (NIMS) to prevent, protect against, mitigate, respond to and recover from incidents.

- AA. Subrecipient shall comply with the National Cybersecurity Review (NCSR) assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs. Additional information may be found in IB 439 and 429a

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR Section 200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR Sections 200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR Section 200.74 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR Section 200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR Section 200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR Section 200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR Section 200.208.
- D. **Financial Management and Internal Controls**
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR Section 200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR Section 200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (**Exhibit F**) to evaluate risk and determine grant funding eligibility.

- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR Section 200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR Section 200.307.
- G. Subrecipients may consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines.
- H. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR Sections 200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR § 200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR § 200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR § 200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR § 200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment

and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR Section 200.316.

I. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR Sections 200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.
9. Threat Hazard Identification and Risk Assessment requirement is to be submitted every three years also an annual capability assessment will still be required.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR Section 200.326.

J. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR Section 200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance

expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR Sections 200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a “pass-through entity,” may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR Sections 200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient’s records and financial statements as required under 2 CFR Section 200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City’s risk evaluation of Subrecipient under 2 CFR Section 200.331(b).

K. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR Sections 200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR Section 200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR Sections 200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

L. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E (“Cost Principles”). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

M. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR § 200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

N. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR Section 200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR Section 200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR Section 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR Section 200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR Section 200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR Section 200.339. Subrecipient shall have the right to terminate

the Subaward only as set forth in 2 CFR Section 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or scanned signatures (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-two (22) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney</p> <p>By _____ Barak Vaughn, Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES KAREN BASS, Mayor</p> <p>By _____ Karen Bass, Mayor</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ Richard Padilla, Assistant City Attorney</p> <p>Date _____</p>	<p>For: City of San Fernando</p> <p>By _____ Nick Kimball, City Manager</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ Julia Fritz, City Clerk</p> <p>Date _____</p>	<p>[SEAL]</p>

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: C.F. #23-0690; Date of Approval: _____
 City Contract Number: _____

EXHIBIT A

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

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.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access 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 or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

FY 2023 DHS Standard Terms and Conditions

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

FY 2023 DHS Standard Terms and Conditions

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (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.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

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XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

EXHIBIT B



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:



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- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) 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.



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- (b) 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.
- (c) The Applicant 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.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



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- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—



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- be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
 - (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.



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7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and



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(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds,



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and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)



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which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.



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Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT C

Line #					Project Information									
National Priority	Project Letter	Item #	Sub-Line #	Mayor's Office ID #	IJ	Jurisdiction	Department	Project Title	Funding Source	Disc	Solution	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
	G	10	74	22	IJ-3	San Fernando	Police	Water Supply and Water Quality Infrastructure Protection	HSGP-UASJ	LE	Equipment	Terrorism Incident Prevention Equipment		\$ 223,062.00
														\$ 200,000.00
5.CPR	P	24	198	55	IJ-4	San Fernando	Police	EMERGENCY OPERATIONS CENTER UPGRADE	HSGP-UASJ	LE	Equipment	Information Technology		\$ 23,062.00

EXHIBIT D

LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.



REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
<i>Grant Specialist to complete</i>		Summary and reason for modification request:	Are the modified ledgers attached electronically?	Will the project require approvals?		
Contract Amount	\$ -		<i>Equipment Ledger</i>		EHP	
Revised Amount	\$ -		<i>Training Ledger</i>		Sole Source	
Amendment Y/N?			<i>Organization Ledger</i>		EOC	
25% Increase	\$ -		<i>Planning Ledger</i>		Watercraft	
Council/14.8 Y/N?			<i>Exercise Ledger</i>		Aircraft	

Modified From:

Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
From										\$ -			
From										\$ -			
From										\$ -			
From										\$ -			
From										\$ -			
Total:										\$ -			

Modified To:

Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
To								\$ -	\$ -	\$ -			
To								\$ -	\$ -	\$ -			
To								\$ -	\$ -	\$ -			
To								\$ -	\$ -	\$ -			
To								\$ -	\$ -	\$ -			
Total:										\$ -			

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes

FMU Verification-- Name	Date Reviewed	Modification #	Notes

EXHIBIT E

California Governor’s Office of Emergency Services

AIRCRAFT/AVIATION-RELATED EQUIPMENT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft _____	Aviation Related Equipment _____
----------------	----------------------------------

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.

5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.

7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.

8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.

9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.

8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.

9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115

Expiration: 1/31/2024

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. **Be advised that completion of this form does not complete the EHP review process.** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@fema.dhs.gov. Please use the subject line: **EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).**

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: _____

Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4. **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

a. Specify the equipment, and the quantity of each: _____

b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____

c. Complete Section D.

2. **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

a. Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required): _____

b. Provide the location of the training (physical address or latitude-longitude): _____

c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? Yes No

• If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____

• If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____

• Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____

• If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____

• If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

d. Would any equipment or structures need to be installed to facilitate training? _____

• If yes, complete Section D

3. **Renovations/upgrades/modifications, or physical security enhancements to existing structures.** **If so, Complete Section D.**

4. **Generator installation.**

- a. Provide capacity of the generator (kW): _____
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____
- d. Complete Section D.

5. **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____
- b. Provide technical drawings or site plans of the proposed project: Attached
- c. Complete Section D.

6. **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____
- e. Would the tower be free-standing or require guy wires? Free standing Guy wires
- If guy wires are required, state number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____
- h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within 1/2 mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh:

j. Is there evidence of bird roosts or rookeries present within 1/2 mile of the proposed site? Yes No

• Describe how presence/absence of bird roosts or rookeries was determined:

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable:

l. Distance to nearest existing telecommunication tower:

m. Have measures been incorporated for minimizing impacts to migratory birds? Yes No

• If yes, Describe:

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? Yes No

• If yes, provide Registration #:

• If no, why?

o. Has the FCCE106 process been completed? Yes No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? Yes No

• If yes, Describe:

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? Yes No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:

r. Complete Section D.

7. **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description:

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. **Project Installation**

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

b. Would ground disturbance be required to complete the project or training? Yes No

• If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

• If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

c. Would the equipment use the existing infrastructure for electrical distribution systems? Yes No

• If no, describe power source and detail its installation at the site: _____

2. **Age of structure/building at project site**

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: _____

• If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? Yes No

• If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/> Yes No

• If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: Required
- Labeled, color photograph of each location where equipment would be attached to a building or structure: Required
- Labeled, color aerial photographs of the project site: Required
- Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): Attached
- Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): Attached

b. Are there technical drawings or site plans available? Yes No

- If yes, attach: Attached

Appendix A has guidance on preparing photographs for EHP review

4. **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?

Yes No

- If yes, attach documentation with this form:

Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes No

- If yes, attach documentation with this form:

Attached

c. Was a NEPA document prepared for this project?

Yes No

- If yes, what was the decision? (Check one, and please attach):

Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)¹ or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.¹ Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Appendix A. Supporting Photographs for EHP Grant Submissions

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.

Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Appendix A. Supporting Photographs for EHP Grant Submissions

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint, this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

New CCTV Camera



Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

Trenching from generator to building's electrical service: 22 ft x 18 in x 6 in.

Generator Pad, 4 ft x 10 ft x 8 in



Figure 4. Ground-level photograph showing proposed ground disturbance area.

Appendix A. Supporting Photographs for EHP Grant Submissions

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.



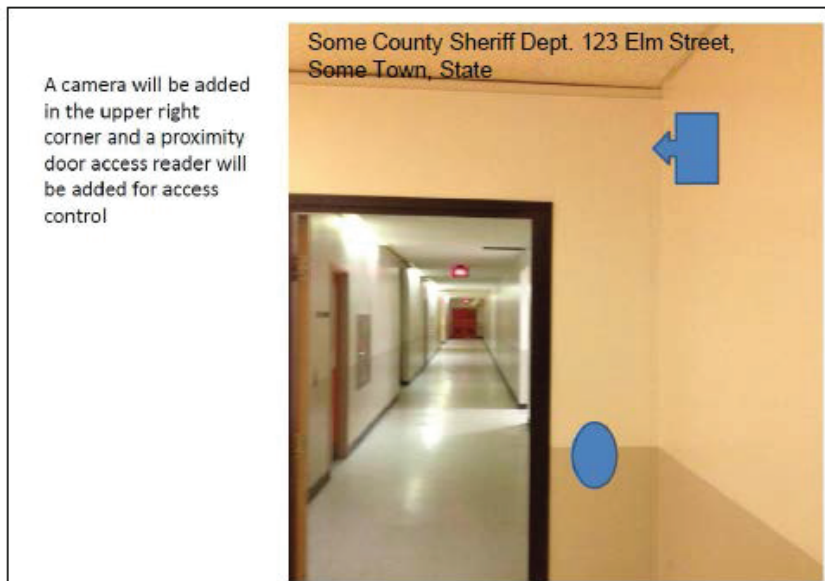
6ft and 3ft
Microwave
Dishes at 50ft

4ft Microwave
Dish at 20ft

Any County Tower, State: 12.3456° N, 34.5678° W

Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.



A camera will be added in the upper right corner and a proximity door access reader will be added for access control

Some County Sheriff Dept. 123 Elm Street,
Some Town, State

Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.



Non-Competitive Procurement Request

Information and Instructions

A Non-competitive procurement transaction is a purchase of property/goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. Contracts may include goods as well as services, and this definition will also apply to those circumstances (see Subrecipient Handbook (SRH) Section 6.045).

All non-competitive procurements for contracted services or purchased goods greater than \$10,000 must be justified and have prior written approval by Cal OES.

Complete this form and include the required narrative justification (as an attachment) addressing each of the elements outlined in SRH Section 6.045. The Grant Subaward Director, or their designee identified on the Grant Subaward Signature Authorization (Cal OES Form 2-103), must sign this form.

This form can be submitted as part of the Grant Subaward Application and/or with a Grant Subaward Modification (Cal OES Form 2-223), if not previously approved as part of the Grant Subaward Application.



Non-Competitive Procurement Request

Grant Subaward #: _____

Subrecipient: _____

Total Procurement Amount: \$_____ Procurement: _____

Required narrative justification is attached and meets the requirements of

SRH Section 6.045: YES NO

I certify a non-competitive procurement is necessary for the contract/procurement identified on this form.

Grant Subaward Director Name	Grant Subaward Director Signature	Date
------------------------------	-----------------------------------	------

Cal OES Approval

Narrative response meets the requirements per Subrecipient Handbook Section 6.045.

	Yes	N/A
• Description of the product of service being procured	<input type="checkbox"/>	<input type="checkbox"/>
• Description of why it is necessary to procure the good or service in a non-competitive manner	<input type="checkbox"/>	<input type="checkbox"/>
• Addresses all elements for one or more of the following		
➤ The good or services is available only from one source	<input type="checkbox"/>	<input type="checkbox"/>
➤ Public exigency or emergency for the required equipment will not permit a delay	<input type="checkbox"/>	<input type="checkbox"/>
➤ Competition is determined inadequate after solicitation	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Program Specialist Signature	Date
-----------------------------------	---------------------------------	------------------------------	------

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Unit Chief Signature	Date
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EXHIBIT F

Mayor's Office of Public Safety
 City of Los Angeles
 Subrecipient Grants Management Assessment



Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year UASI FY 23						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						
Grant Administration	Yes	In Progress	No	N/A	Comments	Scoring
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
Personnel	Yes	In Progress	No	N/A	Comments	Scoring
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
Audits	Yes	In Progress	No	N/A	Comments	Scoring
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	Scoring
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
Final Score						

 Name/Title of Preparer

 Signature

 Date

 Name/Title of Mayor's Office Reviewer #1

 Signature

 Date

 Name/Title of Mayor's Office Reviewer #2

 Signature

 Date

RESOLUTION NO. 8303

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 ADOPTED ON JUNE 20, 2023, ALLOCATING FUNDS FROM THE CITY OF LOS ANGELES FOR THE 2023 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM

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

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to allocate funds from the City of Los Angeles for the 2023 Urban Area Security Initiative (UASI) Grant Program in the amount of \$233,062; and

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

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

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

ALLOCATION OF FUNDS FOR 2023 URBAN AREA SECURITY INITIATIVE (UASI) GRANT SUBAWARD

Increase in Revenues \$223,062
Account No. 110-3696-3752

Increase in Expenditures \$223,062
Account No. 110-385-3752-4600 \$200,000
Account No. 110-220-3752-4300 \$ 23,062

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

PASSED, APPROVED, AND ADOPTED THIS 20th day of May, 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. 8303 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 20th day of May, 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 May, 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: May 20, 2024

Subject: Consideration to Approve Co-Sponsorship of the 2024 Special Olympics Torch Run, Use of the City Seal, Waiver of Facility Use Fees, and Authorization for Future Co-Sponsorship of Special Olympics of Southern California Events

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Co-Sponsorship of the 2024 Special Olympics Torch Run; and
- b. Authorize the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904 (Attachment "A"), and waive fees for use of City facilities related to the 2024 Special Olympics Torch Run ; and
- c. Authorize use of the City seal and fee waivers for all future Special Olympics of Southern California events, including the Torch Run, held in the City, with City Manager approval.

BACKGROUND:

1. The City has supported and established an ongoing relationship with the Special Olympics of Southern California and participated in the Special Olympics Law Enforcement Torch Run since 2015.
2. On March 18, 2023, the City Council authorized the City Manager to execute a Non-Exclusive License Agreement with Special Olympics of Southern California (SOSC) for use of Las Palmas, Recreation and Pioneer park facilities, including use of the City seal and social media.

ANALYSIS:

The Special Olympics of Southern California (SOSC) provides seasonal sports training and athletic competition in Olympic-type sports for children and adults with intellectual disabilities. The

Consideration to Approve Co-Sponsorship of the 2024 Special Olympics Torch Run, Use of the City Seal, Waiver of Facility Use Fees, and Authorization for Future Co-Sponsorship of Special Olympics of Southern California Events

Page 2 of 3

organization allows participants to develop physical fitness, demonstrate courage, experience joy and share gifts, skills and friendships with other Special Olympic athletes, their families and the community.

The Special Olympics Law Enforcement Torch Run was created in 1981 as a way to involve police officers in their community by running a torch relay for the local Special Olympics. It has now grown to include approximately 97,000 police officers from all 50 states, Canadian Provinces and 46 countries. The Southern California Law Enforcement Torch Run is one of the leading programs in the world. The program raised \$1.7 million in 2023 with participants from more than 220 law enforcement agencies.

The City of San Fernando and San Fernando Police Department has a longstanding tradition of supporting the Special Olympics Torch Run, having participated in the event since 2015. The Police Department's efforts have benefitted the City's Special Olympics Athlete programs, and have been one of the highlights of the Department's Community Policing efforts. One-hundred percent (100%) of funds raised by the City's participation is donated to help support Special Olympics Athlete programs, including free competitions within the City.

The City supports Special Olympics of Southern California activities in the following ways:

- *Special Olympics Banners.*
Promotional banners, which are sold to sponsors, are prominently displayed throughout the City in the days leading up to and following the Torch Run event. These banners, printed by Professional Printing at no cost, serve as a visible demonstration of support for the Special Olympics. To date, 22 Special Olympic banners have been sold at \$300 each, raising \$6,600 for the Special Olympics. Public Works personnel place and remove the banners at no cost to the Special Olympics.
- *Tip-a-Cop.*
The Tip-A-Cop initiative involves Officers serving as celebrity waiters at local restaurants, where they donate all their earned tips to support the Special Olympics. This event allows Officers to engage with the community while raising funds for a meaningful cause. Participation in Tip-a-Cop events is strictly voluntary. During past events, the Department has raised from \$3,500 to \$8,000 per event.

Co-Sponsorship.

Co-sponsoring the Special Olympics Torch Run of Southern California in the City involves a commitment to support and participate in this meaningful event. A decision to co-sponsor this event signifies an endorsement and active involvement in the Torch Run, and demonstrates the City's dedication to supporting the Special Olympics and the athletes.

Consideration to Approve Co-Sponsorship of the 2024 Special Olympics Torch Run, Use of the City Seal, Waiver of Facility Use Fees, and Authorization for Future Co-Sponsorship of Special Olympics of Southern California Events

Page 3 of 3

As a co-sponsor, the City will provide logistical support ensuring the safety of participants and spectators through promotional efforts and fee waivers. Co-sponsoring the Special Olympics Torch Run will highlight the City's commitment to inclusivity, community engagement, and support for individuals with intellectual disabilities. The proposed co-sponsorship aligns with the 2022-2026 Citywide Strategic Goal I, "Focus on Community First."

BUDGET IMPACT:

Participation in the Special Olympics Torch Run and other Special Olympics fundraising activities is voluntary. No overtime is funded for Officers to participate.

The cost of hanging and removing the Special Olympics Torch Run banners is \$75 each. Waiving the fee will cost \$1,650 for 22 banners. Future fee waiver requests will need to be reviewed and approved by the City Manager.

CONCLUSION:

It is recommended that the City Council approve co-sponsorship of the 2024 Special Olympics Torch Run, use of the City seal on print material and social media, waive fees for use of City facilities, and authorize the City Manager to approve the use of the City seal and fee waivers for all future Special Olympics of Southern California events.

ATTACHMENTS:

A. Resolution No. 6904

RESOLUTION NO. 6904**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
4. The City seal may not be used for political or commercial purposes.
5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. José Hernández
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada
Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES: Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES: None

ABSENT: None

Elena G. Chávez
Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: May 20, 2024

Subject: Discussion and Consideration to Receive and File the San Fernando Police Department's 2023 Safety Insight Report

RECOMMENDATION:

It is recommended that the City Council receive and file the San Fernando Police Department's 2023 Safety Insight Report.

BACKGROUND:

1. Part 1 Crimes are designated by the Federal Bureau of Investigation as serious crimes that are likely to be reported to law enforcement and used as a gauge for comparison of police agencies throughout the State of California and the United States.
2. The San Fernando Police Department (Department) is required to track and report crime statistics for Part 1 Crimes to the Federal and State Departments of Justice, which include: 1) Homicide, 2) Rape, 3) Robbery, 4) Assault, 5) Burglary, 6) Larceny, and 7) Auto Theft.
3. The Police Department provides monthly reports on Part 1 Crimes to the Transportation and Public Safety Commission.

ANALYSIS:

Law enforcement agencies (LEAs) across the State of California are required to report Part 1 Crimes monthly data statistics to the California Department of Justice (DOJ). The DOJ compiles and reports this data as part of the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting (UCR) Program. These specific crimes were selected for the UCR program due to their seriousness, frequency, and likelihood of being reported.

Discussion and Consideration to Receive and File the San Fernando Police Department's 2023 Safety Insight ReportPage 2 of 3

Apart from reporting, the Department also tracks and compiles data on these crimes to monitor local criminal activity to make data-informed decisions regarding the current allocation of resources and crime prevention strategies.

The attached presentation (Attachment "A") shows that Part 1 Crimes are categorized into two groups: violent crimes and property crimes. Violent crimes, which are offenses against individuals, include homicide, rape, robbery, and aggravated assault. Property crimes, which involve offenses against property, consist of burglary (unlawful entry into a building to commit theft or a felony), motor vehicle theft, larceny (theft of property), and arson.

As shown in the attached Safety Insight Report, between 2021 and 2023, the occurrence of homicide and rape remained stable, showing no significant increase. Robbery; however, increased by approximately three percent (3%) each year, and assaults increased by ten percent (10%) between 2021 and 2022, followed by a slight increase of just over one percent (1.13%) between 2022 and 2023.

Except for arson, property crimes increased between 2021 and 2023. Burglary rose by sixty percent (60%) between 2021 and 2022, followed by a slight decrease of five percent (5%) between 2022 and 2023. Larceny crimes in the City increased by forty-six percent (46%) between 2021 and 2022, and increased by seventeen percent (17%) between 2022 and 2023. These increases may be attributed to factors including reduced criminal prosecution, a Federal decree limiting prisoner populations in prisons, and the decriminalization of certain offenses under Proposition 47. Although auto theft decreased between 2021 and 2022, it increased by twenty-five percent (25%) overall between 2021 and 2023.

In order to combat Part 1 Crimes, especially property crimes, in July 2023, the Department applied for a Bureau of State and Community Corrections Organized Retail Theft Grant, and received notice of award in September 2024. These grant funds are being used to install 37 Flock Automated License Plate Reader (ALPR) Cameras throughout the City. Twenty two (22) ALPR cameras have been installed to date, and fifteen (15) are scheduled for installation in the next few weeks.

Since the installation of the Flock ALPR cameras began in April 2024, the system has received seven (7) confirmed stolen vehicle plate reads. Of these, six (6) arrests were made for driving stolen vehicles and other crimes. Two (2) unoccupied and stolen vehicles were recovered and returned to their respective victims. Additionally, three (3) criminal investigative leads were generated. Data from the Flock ALPRs is constantly gathered, with the number of outcomes increasing daily. These figures are dynamic and change daily based on crimes solved and leads developed through information entered into various law enforcement databases and uploaded into the Flock System by subscribing agencies.

Discussion and Consideration to Receive and File the San Fernando Police Department's 2023 Safety Insight Report

Page 3 of 3

Although not reported to the California DOJ or the FBI, data about parking and moving citations, police activity in City parks is also gathered monthly to assist with data-informed policing. This information can be found on pages 9-10 of the attached presentation.

BUDGET IMPACT:

Preparation of the Annual Crime Statistics Update is part of the Police Department's work plan. There is no additional budget impact to receiving and file a presentation on this report.

CONCLUSION:

It is recommended that the City Council receive and file the 2023 Safety Insight Report.

ATTACHMENTS:

A. 2023 Safety Insight Report Presentation



THE CITY OF
SAN FERNANDO



THE CITY OF SAN FERNANDO

SAFETY INSIGHT REPORT

City Council
May 20, 2024

PRESENTED BY:

FABIAN VALDEZ, CHIEF OF POLICE

Crime Statistics

Keeping track of crime statistics helps the SFPD fight crime using a Data Informed Policing Strategy and assists with:

- Resource Allocation
- Strategic Planning
- Preventative Measures
- Community Relations
- Funding and Support
- Crime Prevention or Prediction



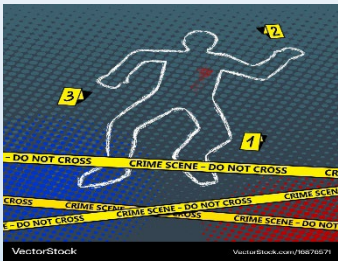
Crimes Tracked by Police Departments

- "Part One Crimes" are a specific set of serious crimes that are reported and tracked by the FBI.
- These crimes are considered serious due to their frequency and impact on society.
- Part One Crimes are divided into two categories: violent crimes and property crimes.

Part 1 Crimes

What is a Part 1 Crime?

V
I
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T



Homicide



Rape



Robbery



Aggravated
Assault

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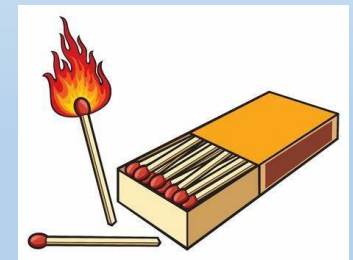
Burglary



Larceny



Motor Vehicle
Theft

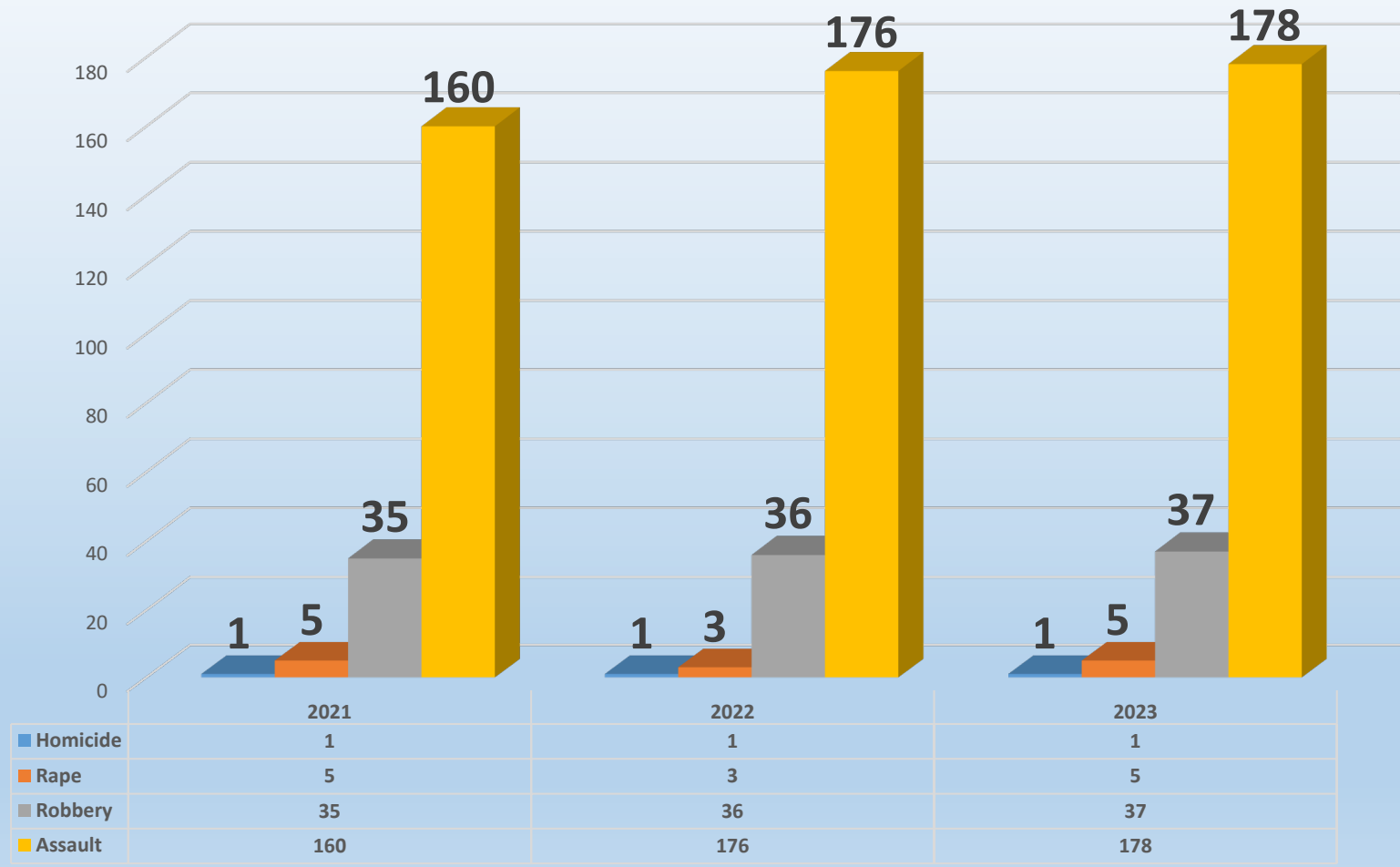


Arson

C
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Part 1 Violent Crimes

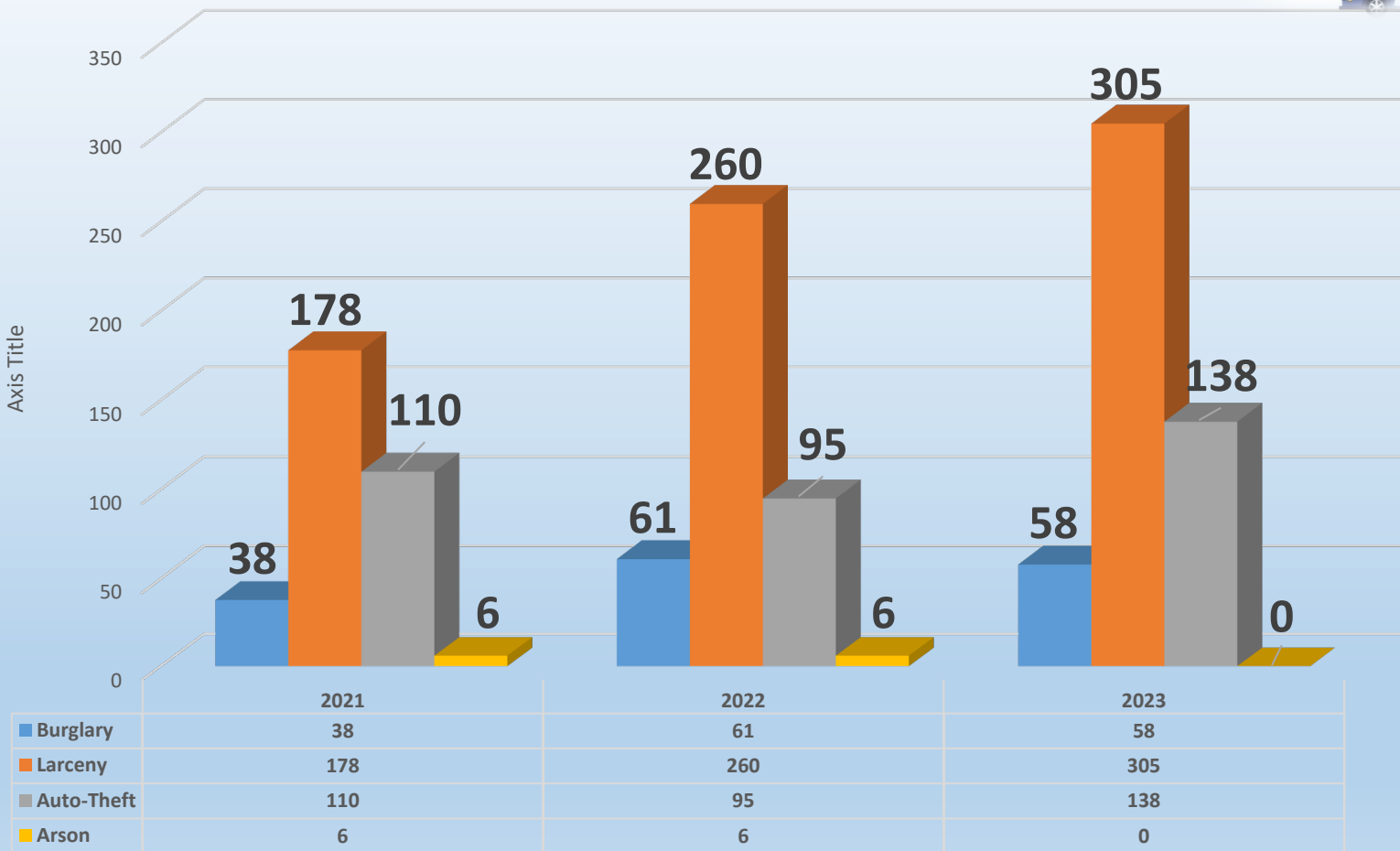




THE CITY OF SAN FERNANDO

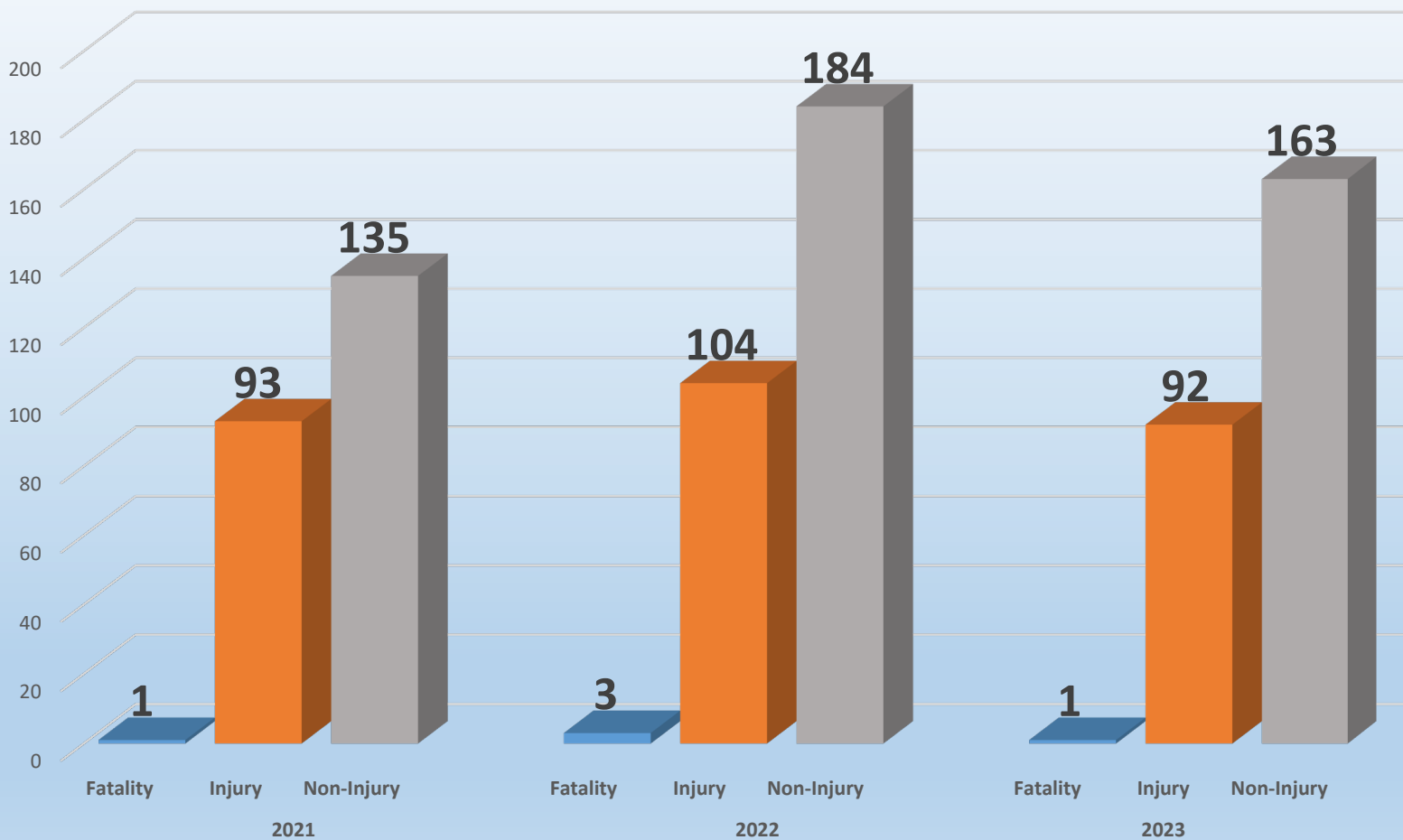


Part 1 Property Crimes





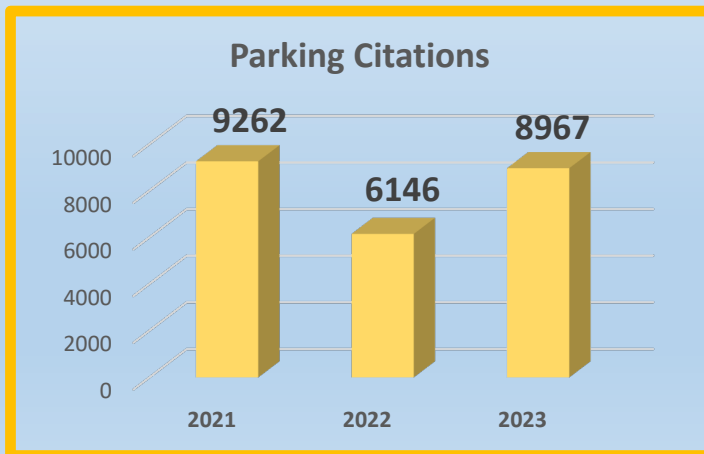
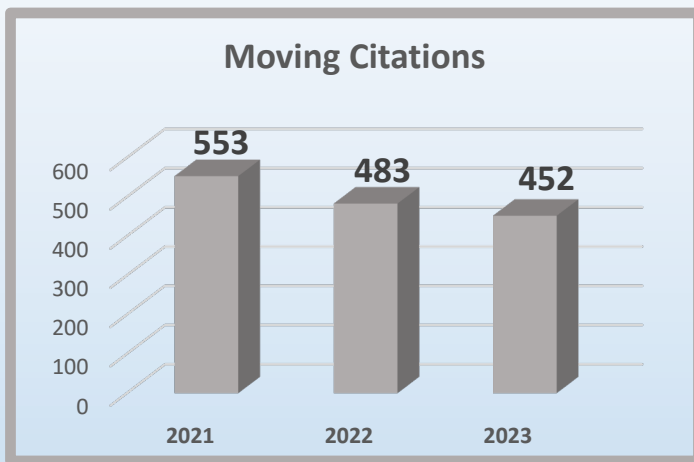
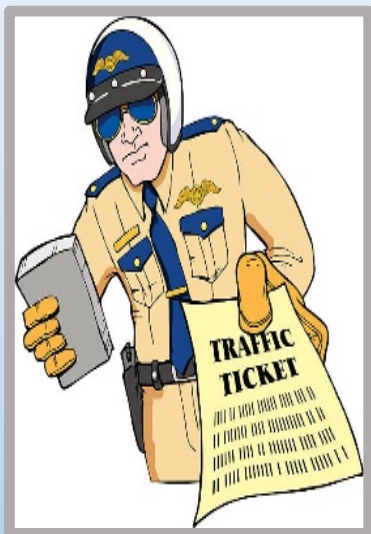
Traffic Statistics



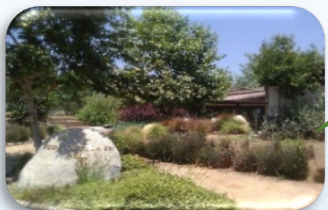


THE CITY OF SAN FERNANDO

Moving and Parking Citations



City Park Police Activity 2023



Service Calls: 402
CRM: 131

ORTEGA PARK

- 4 Reports:
 - 2 Vandalism
 - 1 Found Property
 - 1 Located Missing Person
- 6 Arrests:
 - 4 Drug Charges
 - 1 Domestic Violence
 - 1 Warrant

Service Calls: 12
CRM: 56



LAYNE PARK

- 2 Arrests (Attempt Burglary Charges)
- 1 Report (Stored Vehicle)
- 1 Stolen Vehicle Recoveries



Service Calls: 94
CRM: 427

LAS PALMAS PARK

- 3 Arrests (Weapons Charges)
- 1 Report (Vandalism)
- 3 Stolen Vehicle Recoveries
- 1 Injury Traffic Collision



Service Calls: 14
CRM: 20



CINDY MONTANEZ PARK

- 1 Arrest (Warrant)
- 1 Stolen Vehicle Recovery

Service Calls: 434
CRM: 139



PIONEER PARK

- 2 Reports (Vandalism & Domestic Incident)
- 9 Arrests:
 - 2 Weapons Charges
 - 1 Disorderly Conduct
 - 1 Narcotic Sales
 - 5 Possession of Nitrous Oxide

Service Calls: 99
CRM: 197



RECREATION PARK

- 2 Arrests (Burglary & Unlicensed Driver)
- 1 Non-Injury Traffic Collision
- 2 Reports (Burglary & Vandalism)
- 2 Stolen Vehicle Recoveries



SAN FERNANDO



Data Informed Policing – Call Prioritization



Priority 1

- Reasonable belief the danger to life and/or property is imminent or a serious crime is in progress.

< 4 min.

Priority 2

- A threat to a person or property is possible or a breach of the peace is occurring.

< 7 min.

Priority 3

- No threat to life or property, such as a cold report and a delay would not cause undue harm to a citizen or property.

< 10 min.

Priority 4

- Used solely for documentation purposes. Calls are never dispatched.

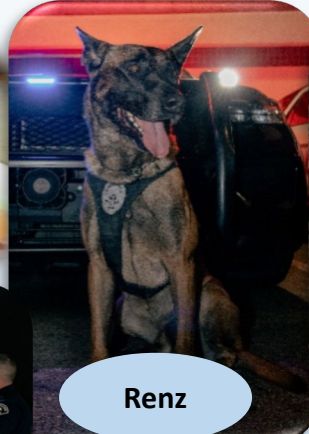
N/A

2023 Highlights

Chat With
The Chief



Special
Olympics
Torch Run



Renz

National
Night Out



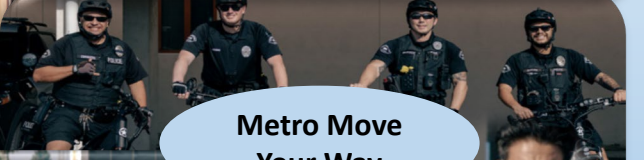
Open
House



Explorers



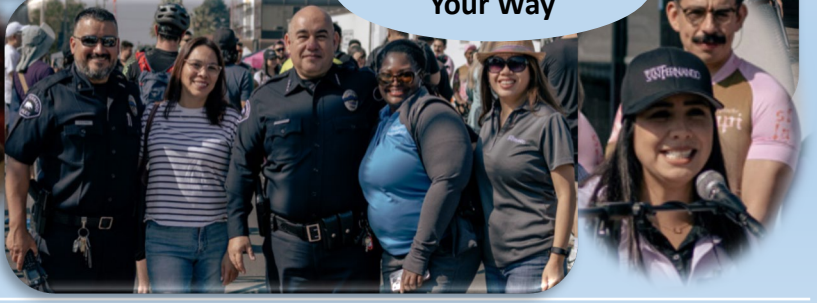
Metro Move
Your Way



Community
Academy



Jiu-Jitsu





THE CITY OF SAN FERNANDO

QUESTIONS?



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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: May 20, 2024

Subject: Fiscal Year 2024-2025 Budget Study Session No. 2

RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the Fiscal Year (FY) 2024-2025 Proposed Budget (Attachment “A”); and
- b. Provide direction to staff, as appropriate.

BACKGROUND:

1. On February 13, 2024, the City Council held a Special Study Session to review the 2022-2026 Strategic Goals and discuss Fiscal Year 2024-2025 City Council Priorities.
2. On March 18, 2024, the City Council received a presentation of the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2023, FY 2023-2024 Mid-Year Budget update, and FY 2024-2025 Budget Outlook. This marked the kick-off of the Fiscal Year 2024-2025 Budget Season.
3. On March 25, 2024, the Director of Finance hosted the biannual Local Transaction Tax Town Hall for the community to receive important information on the City transaction tax proceeds, provide a forum to ask questions to staff and provide feedback and receive information regarding the FY 2024-2025 Budget Calendar.
4. During April 2024, the City Manager and Director of Finance met with each Department to develop the FY 2024-2025 City Manager’s Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.
5. The Director of Finance presented the FY 2024-2025 Budget Calendar to the Transportation and Public Safety Commission (April 4th), Planning and Preservation Commission (April 8th), Parks, Wellness, and Recreation Commission (April 11th), and Education Commission (April 30th), and the Community Academy (May 7th).

Fiscal Year 2024-2025 Budget Study Session No. 2

Page 2 of 4

6. On May 6, 2024, the Fiscal Year 2024-2025 Proposed Budget was posted to the City's website (SFCITY.ORG/Finance/#Financial-Documents).
7. On May 8, 2024, an in-person and virtual (YouTube and Zoom) Proposed Budget Town Hall Meeting was held.
8. On May 13, 2024, Budget Study Session No. 1 was held with presentations from the City Manager's Office, City Clerk, Administrative Services (restructured Finance Department to include Human Resource), Community Development, and Recreation & Community Services Departments.

ANALYSIS:

Budget Overview.

During the budget process last year, staff asked City Council to "let the dust settle" to allow time to fill a number of vacant positions and catch up on a number of long-term capital projects. Over this period, the City has hired more than 16 full-time employees, which represents just under 15% of total authorized positions. Prior year vacancies now filled include key leadership positions, including the Director of Public Works, Director of Community Development, Water Operations Manager, Director of Recreation and Community Services and Personnel Manager. There were also vacancies in critical field positions such as Community Preservation Officers, Public Works Maintenance Workers and Police Officers. Staff was also able to address a number of capital projects, including completing construction on Phase 2 of the Slurry Seal Project, Recreation Park Infiltration System, Glenoaks Bridge Safety Fencing Project, Layne Park Renovation project, and Well 3 Treatment System. The City also made significant progress on the Pacoima Wash Bike Path and Upper Reservoir Replacement.

The theme of the FY 2024-2025 City Manager's Proposed Budget is to "*Return to the Essentials: Prioritizing Core Values and Enhancing Quality.*" The focus of the recommendations provided in the Proposed Budget is to begin the process of setting the vision for redefining the "San Fernando Way," by creating a universal shared set of organizational values and developing staff to meet enhanced service expectations. The old "San Fernando Way" meant doing more with less as staff only had the time and resources to be reactive by applying temporary Band-Aids before moving on to the next fire. The new "San Fernando Way" means that we do things the right way, take pride in our work, and provide the best customer experience for our community. It is through the lens of transitioning from a reactive organization to a proactive organization that the work plans and budget requests in this Proposed Budget are put forward.

Just under \$3.0 million in enhancement requests were submitted by Departments, with a total of \$925,220 recommended in the Proposed Budget (\$424,320 in one-time and \$500,900 in on-going enhancements) (Attachment "B"). More detailed information on approved enhancements is included in the "Recommended Enhancements" section of proposed budget document. Overall, the General Fund has a budget surplus (i.e., total revenues exceed total

Fiscal Year 2024-2025 Budget Study Session No. 2Page 3 of 4

expenditures) of approximately \$401,529. More information regarding the FY 2024-2025 Proposed General Fund Budget will be provided during the scheduled Budget Study Sessions.

Measure A and Measure SF.

In June 2013, San Fernando voters approved a 0.50% local transaction use tax (Measure A) for a period of seven years. In November 2018, voters approved to extend the tax indefinitely, which will provide financial stability to the City in the near future. In November 2020, San Fernando voters approved an additional 0.25% local transaction use tax (Measure SF), for a total local transaction use tax of 0.75%. This effort was critical to keep sales tax local and avoid other taxing entities from passing a transaction tax that would otherwise be imposed on San Fernando customers, but spent regionally rather than locally.

The Local Transaction Use Tax is projected to raise approximately \$5.1 million in FY 2024-2025 and will continue to be used to pay off existing debt, enhance services to the community, provide the financial resources necessary to implement the City's Strategic Goals 2022-2026, and protect rainy day fund reserves,. More detail on City's Local Transaction Use Tax expenditures, can be found in the City Manager's Budget Message in the Proposed Budget document.

Capital Improvements.

The FY 2024-2025 Proposed Budget includes funding for a number of critical capital improvements to address the backlog of deferred maintenance, including \$1.2 million for Phase 4 of the Citywide slurry seal project, \$7.7 million for water improvements, \$15.8 million for transportation and traffic safety improvements and \$1.5 million for sewer system improvements. Funding for these capital improvements is provided primarily through Special Revenue Funds, Capital Grant Funds and Enterprise Funds.

More detailed information regarding the FY 2024-2025 Proposed Capital Improvement Program may be found in Section VI. "Capital Improvement Projects" of proposed budget document.

BUDGET IMPACT:

The total Proposed Budget for all funds is approximately \$53.1 million. The Proposed General Fund budget is \$27.7 million (1% increase from FY 2023-2024). In accordance with the City's Budget Policy, the FY 2024-2025 Proposed General Fund Budget represents a balanced budget, with General Fund revenues of \$28.1 million, expenditures of \$27.7 million and proposed enhancements of \$925,220 resulting in an estimated surplus of \$401,529.

Follow up items to be considered at the conclusion of Department budget presentations are included in the "Additional Enhancement Requests: Not Included in the Proposed Budget" section of Attachment "B."

Fiscal Year 2024-2025 Budget Study Session No. 2

Page 4 of 4

CONCLUSION:

It is recommended that the City Council review the FY 2024-2025 Proposed Budget and allocate the resources required to move the 2022-2026 Strategic Goals and Council Priorities forward in the upcoming fiscal year.

ATTACHMENTS:

- A. Fiscal Year 2024-2025 City Manager's Proposed Budget ([provided digitally through web link and hardcopy available at the Finance counter](#))
- B. Summary of Fiscal Year 2024-2025 Enhancement Requests

Fiscal Year 2024-2025 City Manager's Proposed Budget

[\(provided digitally through web link and hardcopy available at the Finance counter\)](#)

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
GENERAL FUND						
City Manager's Office	BCRC Self-Help Kiosk	1,000	-	-	-	Included in Marketing Supplies Enhancement
City Manager's Office	Marketing Materials (e.g. Pop-up banner, Portable Podium & PA System, Branded Giveaways, Table Cloths, etc.)	1,000	-	2,000	2,000	Includes Kiosk - community engagement framework
City Manager's Office	New Work Stations in CMO	3,500	-	-	-	Future Year Consideration
City Manager's Office	Upgrade Technology in Community Room and Conference Rooms A and C	3,000	-	-	-	Utilize existing budget (e.g. departmental supplies, etc.)
City Manager's Office	New Position: Administrative Assistant for Economic Development/BCRC	100,000	-	-	-	Future Year Consideration
City Clerk	Update the 2001 Records Retention and Management Schedule	8,500	-	8,500	8,500	For legal compliance purposes
City Clerk	Annual Ongoing Subscription to Maintain Updated Records Retention and Management Schedule	450	-	-	-	Not needed for FY2024/25; to be included in FY 2025/26 Budget
City Clerk	Elections Expenses - LA County	60,000	-	60,000	60,000	Regular consolidated election
Community Development	New Position: Deputy CD Director/Planning Manager	211,400	211,400	-	211,400	To assist with department succession planning
Community Development	Contract Services: Deputy Building Official/Inspector	116,304	-	100,000	100,000	Includes Supplemental Community Development Services (e.g. building, planning, etc.)
Community Development	Contract Services: Mixed Use Overlay & Objective Design Standards	150,000	-	-	-	Extension being requested due to SCAG and REAP Grant Funds On-hold
Community Development	Contract Services: ADU Ord Update/Prototypes/Program	80,000	-	-	-	Includes Supplemental Community Development Services Enhancement
Community Development	Contract Services: Residential Landscape Ordinance	45,000	-	-	-	Includes Supplemental Community Development Services Enhancement
Community Development	Post Card Mailing Residential Properties- Citywide	3,463	3,500	-	3,500	To support beautification program/community engagement framework
Community Development	Special Assignment Pay for Lead Community Preservation Officer (5%)	4,000	-	-	-	To be reviewed through SFPCA negotiations
Community Development	New Vehicle - Hybrid Corolla	25,935	-	-	-	To be reviewed as part of Fleet Analysis
Administrative Services	IT Managed Services Provider (MSP) Replacement	25,000	25,000	-	25,000	Replacement required due to system retirement

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
Administrative Services	Financial System Replacement (<i>Implementation</i>)	150,000	-	100,000	100,000	Replacement required due to system retirement
Administrative Services	Financial System Replacement (<i>Annual Subscription</i>)	90,000	40,000	-	40,000	Replacement required due to system retirement
Administrative Services	Citywide PC Replacement Program (Year 2)	35,000	-	25,000	25,000	To complete Citywide hardware replacement for technology updates
Administrative Services	City Applicant Tracking Software (NEO-GOV)	12,100	-	-	-	Continue advertising jobs through current NEO-GOV subscription & create fillable application in new website
Administrative Services	HR Professional Development (<i>e.g. HR Staff Certification, Citywide Harassment Training, Citywide CPR Training, etc.</i>)	9,250	-	-	-	Utilize existing budget (<i>e.g. professional/contractual services</i>)
Administrative Services	Tuition Reimbursement	4,500	-	4,500	4,500	Staffing development pending proper form submittal
Administrative Services	Professional Development - IT Certification	3,750	-	-	-	Utilize existing budget (<i>e.g. professional/contractual services</i>)
Administrative Services	HR Staff to attend continuing professional education and conferences	7,500	5,000	-	5,000	Staffing development pending proper form submittal
Administrative Services	Additional cost for pre-employment medicals and DOJ	2,000	-	-	-	Utilize existing budget (<i>e.g. professional/contractual services</i>)
Administrative Services	Finance Manager Position Reclassification	15,000	-	-	-	Future Year Consideration. Continue succession planning discussion.
Administrative Services	Reclass Personnel Office Clerk to PT Admin Asst.	5,000	5,000	-	5,000	To assist with department succession planning
Administrative Services	Additional office supplies	1,200	-	-	-	Utilize existing budget (<i>e.g. departmental supplies, advertising, etc.</i>)
Administrative Services	M365 Commercial to Government Migration - Licensing	120,968	-	-	-	Future Year Consideration for Phased IT Upgrade approach
Administrative Services	M365 Commercial to Government Migration - Professional Services	56,080	-	-	-	Future Year Consideration for Phased IT Upgrade approach
Administrative Services	M365 Commercial to Government Migration - Backups	3,923	-	-	-	Future Year Consideration for Phased IT Upgrade approach
Administrative Services	Position Reclassification: Personnel Tech to Human Resources Tech II	4,642	-	-	-	Approve Position Title Change Only
Administrative Services	Position Reclassification: Personnel Assistant to Human Resources Assistant	6,714	-	-	-	Approve Position Title Change Only

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
Administrative Services	New Position: Management Analyst for Risk Management	149,000	-	-	-	Future Year Consideration. Continue succession planning discussion.
Administrative Services	Desktop scanners and printer for staff	1,000	-	-	-	Utilize existing budget (e.g. departmental supplies)
Police Department	New Position: Police Records Specialist	120,000	-	-	-	Future Year Consideration. Consider leveraging technology solutions initially.
Police Department	4x Handheld Ticket Writer	30,000	30,000	-	30,000	Leveraging technology to increase efficiency and may generate additional revenue
Police Department	Position Reclassification: Police Corporal Program (5)	40,000	40,000	-	40,000	To assist with department succession planning
Police Department	Electric Traffic Enforcement Vehicle & Outfitting	100,000	-	-	-	To be reviewed as part of Fleet Analysis
Police Department	E-Subpoena (year 1)	11,320	4,000	7,320	11,320	Leverage technology to increase efficiency
Police Department	Background Investigations (10)	15,000	-	15,000	15,000	One-time for increased recruitment efforts (e.g. investigations, polygraph, psych, uniforms)
Police Department	Polygraphs (10)	2,500	-	-	-	See increased background appropriation
Police Department	Psychological Evaluations (10)	4,500	-	-	-	See increased background appropriation
Police Department	Uniforms of New Officers	7,000	-	-	-	See increased background appropriation
Police Department	POST Training for New Officers	20,000	-	20,000	20,000	One-time for increased recruitment efforts
Police Department	POST ICI Training for New Detectives	2,800	-	-	-	See increased training appropriation
Police Department	Ammunition Cost Increase	15,000	-	10,000	10,000	Includes all ammunition and supplies
Police Department	40mm Less Lethal Launcher (2)	4,000	-	-	-	See ammunition/supplies enhancement
Police Department	Promotional Materials	2,000	-	-	-	Utilize existing budget (e.g. departmental supplies)
Police Department	Office Furniture/Cubicle Replacement	60,000	-	-	-	Review Facility Assessment for Citywide priority ranking and future consideration

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
Police Department	Facility Upgrade/Paint Refresh	30,000	-	-	-	Review Facility Assessment for Citywide priority ranking and future consideration
Police Department	Scheduling Software	5,600	-	-	-	Pending Financial System implementation
Police Department	Tuition Reimbursement	32,000	-	32,000	32,000	Staffing development pending proper form submittal
Police Department	Overtime	57,000	-	-	-	Future consideration after full-staffing is achieved
Recreation & Comm. Svcs.	Position Reclassification: 1-PT Clerk to 1-FT Clerk @ Rec Park	60,000	-	-	-	Use existing staff resources (e.g. Management Intern, etc.)
Recreation & Comm. Svcs.	New Position: Create Afterschool Teen Program @ Rec Park (1 - Recreation Leader II and 2- Recreation Leaders I)	54,750	-	-	-	Discuss with City Council during Budget Study Sessions
Recreation & Comm. Svcs.	Create new Afterschool Teen Program at Recreation Park (materials and supplies)	8,000	-	-	-	Discuss with City Council during Budget Study Sessions
Recreation & Comm. Svcs.	Fully fund All Citywide Special Events	86,320	50,000	-	50,000	Overall event costs currently \$169,782. Review for base costs with fundraising to assist covering additional needs.
Recreation & Comm. Svcs.	Addition of a Workstation at Las Palmas for Part-time use	1,500	-	-	-	Repurpose existing resources and review need through PC Replacement Program
Recreation & Comm. Svcs.	CPRS Membership & Conference (2-RCS Staff Members)	3,210	3,000	-	3,000	To support professional development
Recreation & Comm. Svcs.	BCRC operations and programs supplies	12,500	3,000	-	3,000	Recommended in Economic Development Division - Social Services Project Code (BCRC)
Recreation & Comm. Svcs.	Ice machine for Recreation Park	2,500	-	2,500	2,500	For Community purposes for events and programs use as well as in interim pending HVAC upgrade
Recreation & Comm. Svcs.	Las Palmas Staff Professional Development (e.g. senior forums and wilderness trainings)	1,430	1,000	-	1,000	Staffing development pending proper form submittal
Recreation & Comm. Svcs.	Contract services for senior fest, family hikes, transportation - Ongoing	4,200	-	-	-	Activities should be grant/fee supported; Review Prop A allocation for transportation
Recreation & Comm. Svcs.	Cover event supply expenses that were supported by the event support acct	2,500	-	-	-	Consider as part of overall event funding
Recreation & Comm. Svcs.	Las Palmas and Resource Center Staff Adobe Acrobat Subscription	864	-	-	-	Utilize existing budget (e.g. IT, subscriptions)
Public Works	Citywide Signage Updates (e.g. Parking, Sweeping, Speed Limits, etc.)	50,000	-	37,500	37,500	Commercial Corridor Street Signs with 6 month timeline; additional funding recommended using Traffic Safety Fund

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
Public Works	Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Graffiti)	40,000	40,000	-	40,000	To place emphasis on Graffiti maintenance efforts and will assist with position recruitment and retention
Public Works	Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Trees)	40,000	40,000	-	40,000	To place emphasis on Tree maintenance efforts and will assist with position recruitment and retention
Public Works	Pothole Patching Trailer/Vehicle	145,000	-	-	-	Focus on continuing residential paving program. Reconsider after pavement management plan update.
Public Works	Grappler Truck <i>(for bulky item pick up)</i>	145,000	-	-	-	To be reviewed as part of Fleet Analysis
Public Works	Backhoe Loader	210,000	-	-	-	To be reviewed as part of Fleet Analysis
Public Works	Stump Grinder Heavy Duty	27,000	-	-	-	To be reviewed as part of Fleet Analysis
GENERAL FUND ENHANCEMENT TOTAL: \$		2,969,673	500,900	424,320	925,220	
SPECIAL FUNDS ¹						
Public Works	Citywide Signage Updates <i>(e.g. Parking, Sweeping, Speed Limits, etc.)</i>	50,000	-	12,500	12,500	Fund 013 - Traffic Safety Fund
Community Development	Homeless Outreach Initiatives	54,837	-	54,837	54,837	Fund 028 -Measure H <i>(Annual County Allocation)</i>
Police Department	Narcotics Incinerator/Drug Disposal Program	11,937	-	11,937	11,937	Fund 110 - Operating Grants <i>(Opioid Settlement Funding)</i>
SPECIAL FUND ENHANCEMENT TOTAL: \$		116,774	-	79,274	1,927,714	
PROPRIETARY FUNDS ¹						
Recreation & Comm. Svcs.	Rec Park Gym Floor Recoating <i>(biannual maintenance)</i>	3,300	-	3,300	3,300	Fund 043 - Facility Management Fund
Public Works	New Position: Water System Operator	115,000	115,000	-	115,000	Fund 070 - Water Fund
Public Works	Purchase 10 Sewer Manholes and Rings	8,500	-	8,500	8,500	Fund 072 - Sewer Fund
PROPRIETARY FUNDS ENHANCEMENT TOTAL: \$		123,500	115,000	8,500	3,982,228	

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
ADDITIONAL ENHANCEMENT REQUESTS: NOT INCLUDED IN PROPOSED BUDGET						
Recreation & Comm. Svcs.	Position Reclassification: Convert 1-PT Office Clerk to to 1-FT (Rec Park)	40,000	40,000	-	40,000	Recommendation during Budget Study Session #1
Recreation & Comm. Svcs.	Christmas and/or Dia de los Muertos Parade	TBD				Recommendation during Budget Study Session #1; Staff to conduct research to develop estimates
ADDITIONAL ENHANCEMENT REQUESTS TOTAL: \$		40,000	40,000	-	40,000	

OPERATING BUDGET				PROPOSED BUDGET		
FUND	FUND TITLE	REVENUES	EXPENDITURES	RECOMMENDED ENHANCEMENTS	REVISED SURPLUS/DEFICIT	
001	General Fund	28,055,808	26,729,059	965,220	\$361,529	
013	Traffic Safety Fund ²	17,103	-	12,500	\$4,603	
028	Measure H Fund	54,837	-	54,837	\$0	
110	Operating Grants ³	11,937	-	11,937	\$0	
041	Facility Maintenance Fund	1,756,667	1,721,507	3,300	\$31,860	
070	Water Fund	5,785,000	5,417,078	115,000	\$252,922	
072	Sewer Fund ²	7,134,401	5,417,078	8,500	\$1,708,823	

¹ Does not include Capital Improvement Program Requests, which are contained in Section VI
² Revenues include Fund Balance
³ Includes Fund Balance specific to Opioid Settlement Project Code

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kanika Kith, Deputy City Manager/Economic Development

Date: May 20, 2024

Subject: Discussion and Consideration on Design Options for the Renovation of the City Council Office

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss and provide direction on the preferred design for the renovation of the City Council Office; and
- b. Authorize the City Manager, or designee, to make final selection for office chairs, coffee table, and round meeting table set for the preferred design and start the renovation process.

BACKGROUND:

1. During the Fiscal Year (FY) 2023-2024 budget discussion in May - June 2023, the City Council discussed redesigning the City Council office.
2. On June 20, 2023, the City Council approved the FY 2023-2024 Budget, which included a \$5,000 allocation for redesigning the City Council office.

ANALYSIS:

The City Council office serves as a space for all Councilmembers to conduct official business, hold meetings, and engage with constituents. At present, the office has an assortment of furnishings: five mismatched office desks, a pair of bookshelves, and a collection of mismatched filing cabinets. To enhance its functionality and aesthetic appeal, the office could benefit from a unified design theme and the addition of furniture that facilitates meetings and collaborative work.

Included in the FY 2023-2024 Adopted Budget, the City Council approved a \$5,000 allocation to redesign the City Council office to be suitable for informal meetings with constituents. The City Council discussed reducing five desks to three desks, and adding a sofa and coffee table to create a causal meeting space for Councilmembers. No consensus was provided on the design, and

Discussion and Consideration on Design Options for the Renovation of the City Council Office

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therefore, staff explored various configurations, concluding in two distinct design proposals accompanied by six potential layouts for the City Council consideration.

Design Option 1 (2-Desk Design) envisions a shared workspace, featuring two 5-foot desks collectively utilized by all five Councilmembers, with each Councilmember having a 3-drawer cabinet to store their own items. This design includes an additional meeting table.

Design Option 2 (5-Desk Design) includes five 4-foot desks for each Councilmember to have an individual workspace. The primary differences between the 2-Desk and 5-Desk designs are the larger desks and an extra meeting table for the 2-Desk design. The 5-Desk design will have smaller desks.

All design options propose a harmonious blend of contemporary modern and mid-century aesthetics, creating an environment that is both functional and stylistically cohesive. The redesign will integrate two existing bookshelves and one filing cabinet.

New Furniture



Office Desk



3-Drawer Cabinet



Credenza



Office Chair



Sofa & 2 Chairs Set



Coffee Table

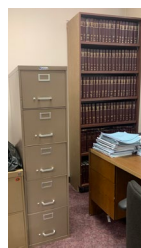


Meeting Table Set

Furniture to Stay



Bookshelf



Filing Cabinet & Bookshelf

Discussion and Consideration on Design Options for the Renovation of the City Council Office

Page 3 of 5

Option 1: 2-Desk Design

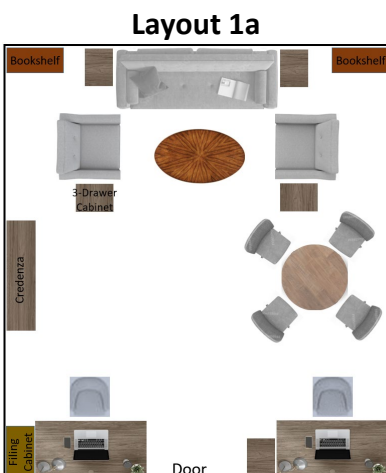
New Furniture:

- Two 5-foot long office desks and chairs – Provide for shared workspace.
- Five small storage cabinets – Provide for individual storage for each Councilmember.
- One credenza – Provide for shared storage and mail distribution for each Councilmember.
- One sofa, two chairs, and one coffee table – Provide for a causal meeting space.
- One round meeting table set – Provide for another meeting space.

Existing Furniture:

- Two bookshelves – Provide for storage of books.
- One 5-drawer filing cabinet – Provide for additional shared storage.

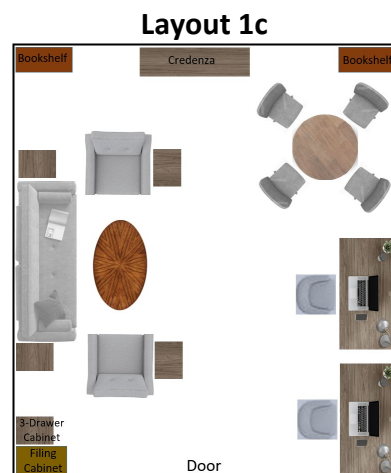
Design Option 1 Layouts



Cost \$5,206



Cost \$5,206



Cost \$5,206

Discussion and Consideration on Design Options for the Renovation of the City Council Office

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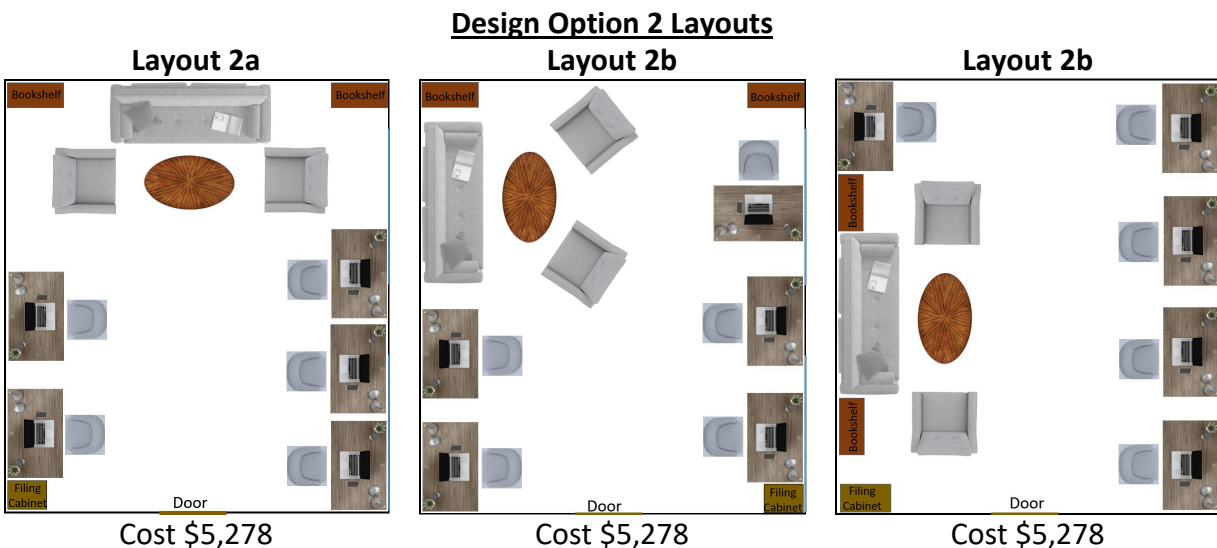
Option 2: Five-Desk Design

New Furniture:

- Five 4-foot long office desks and Chairs - Provide for individual workspace.
- Five small storage cabinets – Provide for individual storage for each Councilmember.
- One sofa, two chairs, and one coffee table – Provide for a causal meeting space.
 - ❖ No round meeting table set – No space available.

Existing Furniture:

- Two bookshelves – Provide for storage of books.
- One 5-drawer filing cabinet – Provide for additional shared storage.



The two proposed design options slightly exceed the \$5,000 budget allocation by \$200 to \$300. Design Option 1 exceeds the budget because it includes an extra round meeting table set, while Design Option 2 goes over because it includes five individual storage cabinets for each desk. To align with the \$5,000 budget, the round table meeting set can be removed from Design Option 1 and the five 3-drawer cabinets can be removed from Design Option 2, as depicted in Table 1.

An additional cost of approximately \$300 would allow for the creation of a white acrylic “City Council Office” sign to be placed on the San Fernando blue wall, similar to the Business & Community Resource Center wall.

Discussion and Consideration on Design Options for the Renovation of the City Council Office



San Fernando Blue Wall & Sign at Business & Community Resource Center

Staff is requesting authority for the City Manager to make final selection and purchase of office chairs, coffee table, and round meeting table set as identified through Amazon, Bush Furniture, and National Business Furniture.

BUDGET IMPACT:

The Adopted Budget for FY 2023-2024 has allocated \$5,000 for the renovation of the City Council office. The selection of the final design by the City Council may necessitate additional funding, as detailed in Table 1. It is anticipated that the current FY 2023-2024 City Council budget could adequately cover the additional fund needed due to availability of funds from unutilized contractual services earmarked for the language access pilot.

Table 1: Design Alternatives & Costs

Design	Cost without Sign	Cost for Acrylic Sign	Cost with Sign	Additional Fund Needed
Option 1 2-Desk Design	\$5,205.79	\$300.00	\$5,505.79	\$505.79
Alternative - No Meeting Table	\$4,723.79	\$300.00	\$5,023.79	\$23.79
Option 2 5-Desk Design	\$5,278.03	\$300.00	\$5,578.03	\$578.03
Alternative - No 3-Drawer Cabinets	\$3,784.86	\$300.00	\$4,084.86	(\$915.14)

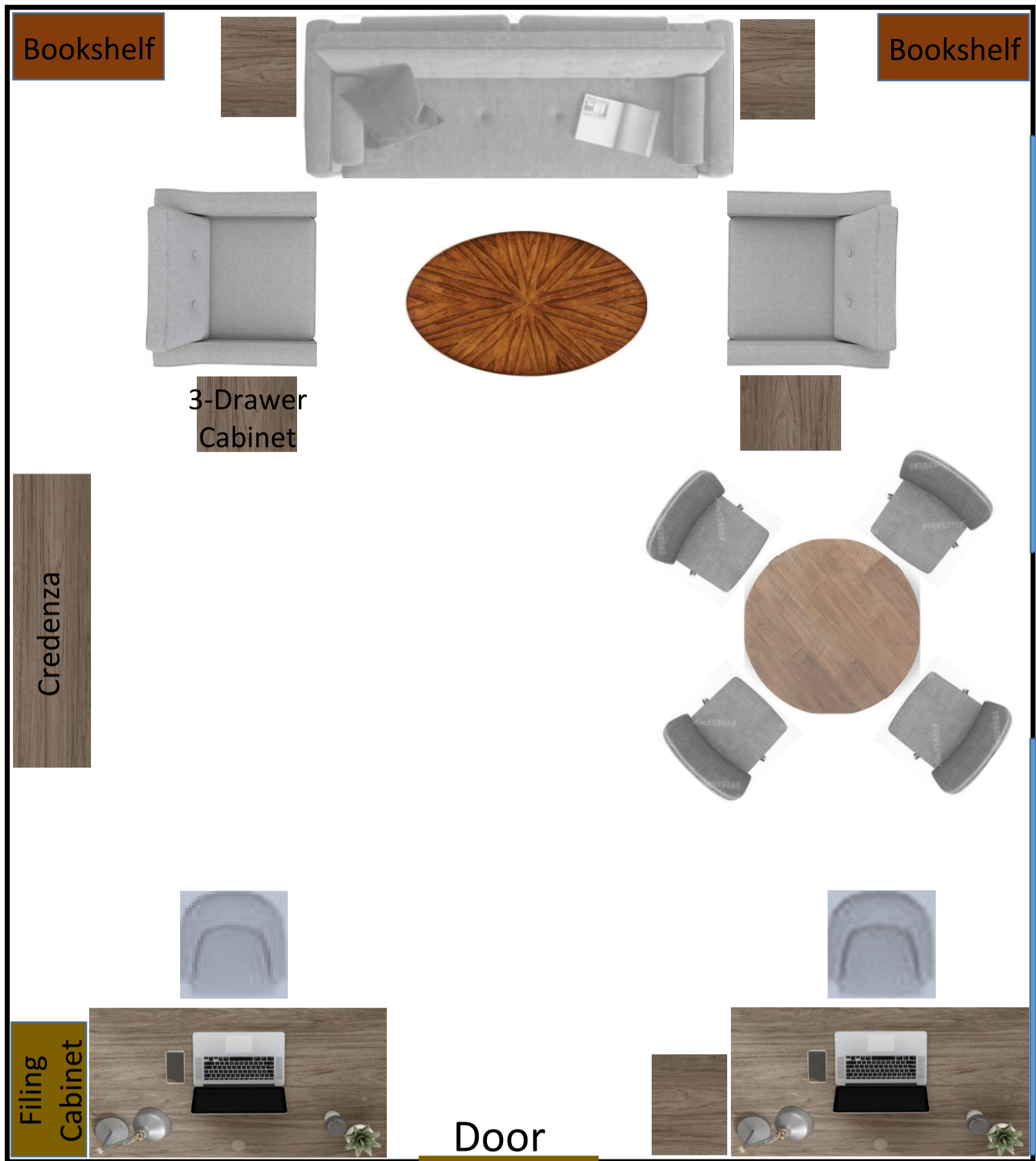
CONCLUSION:

Staff recommends that the City Council discuss and provide direction on the preferred design for renovation of the City Council Office, and authorize the City Manager, or designee, to make final selection for office chairs, coffee table, and round table meeting set based on the preferred design and start the renovation process.

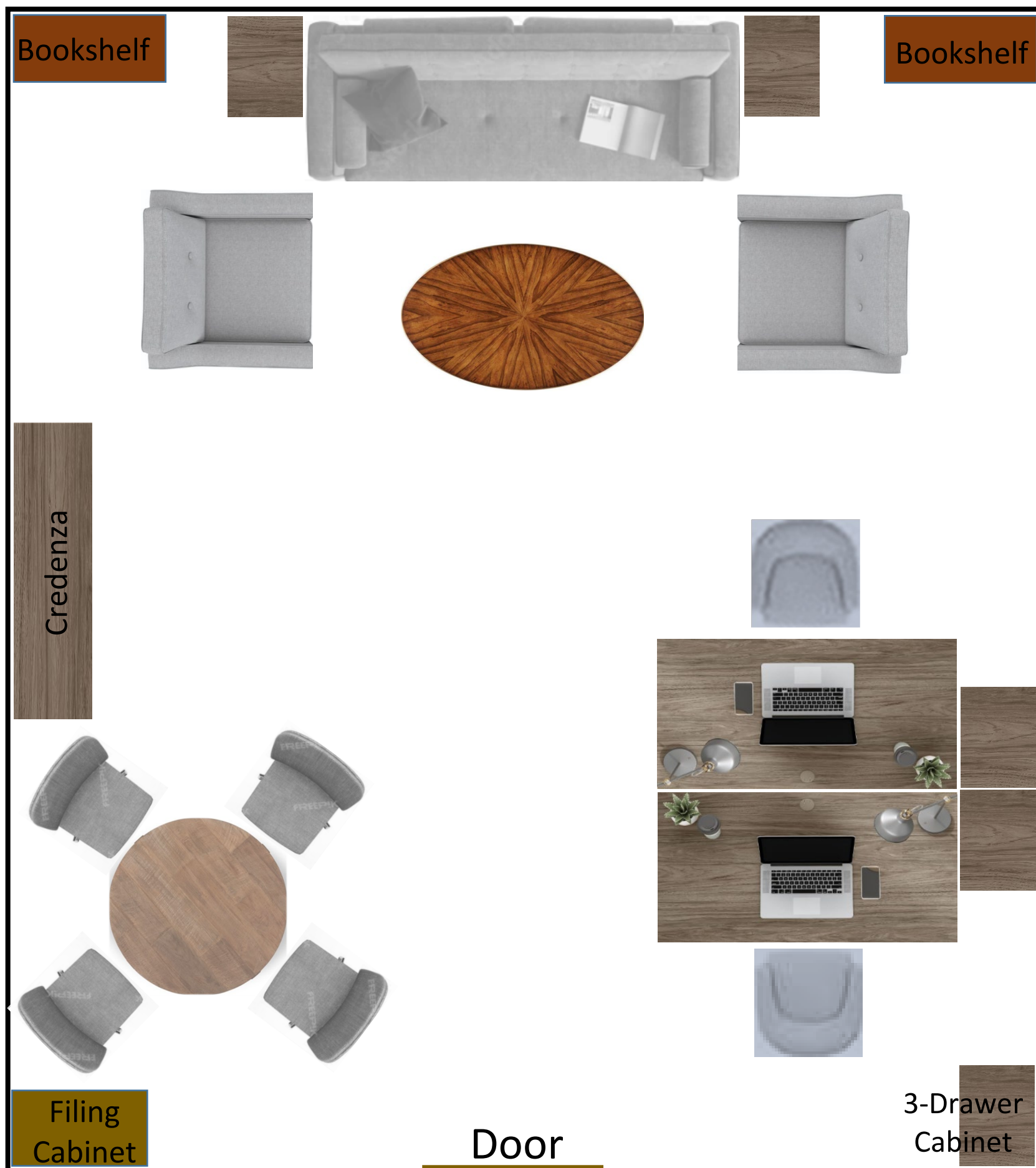
ATTACHMENTS:

- A. All Design Options

2-Desk Design 1a



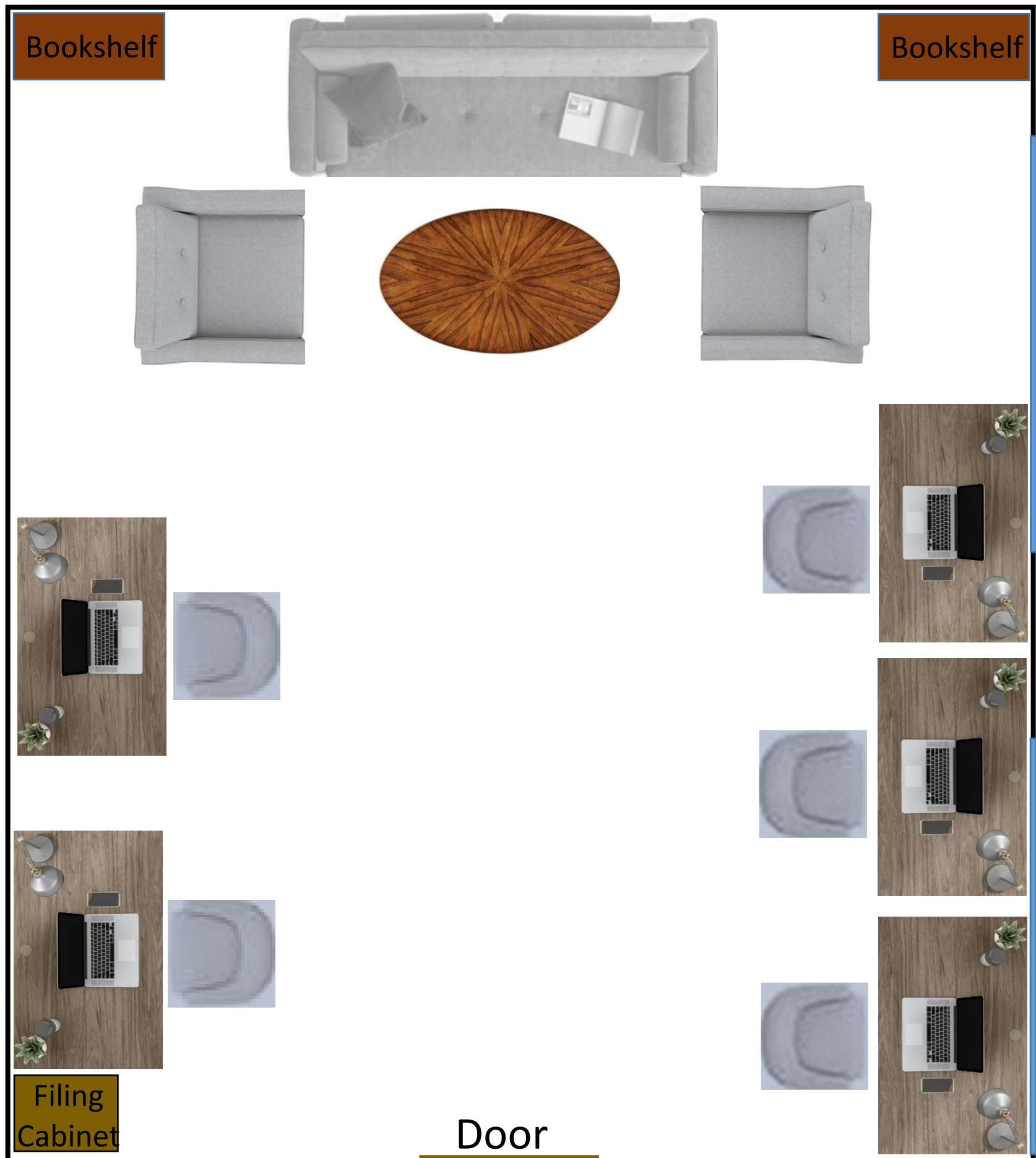
2-Desk Design 1b



2-Desk Design 1c



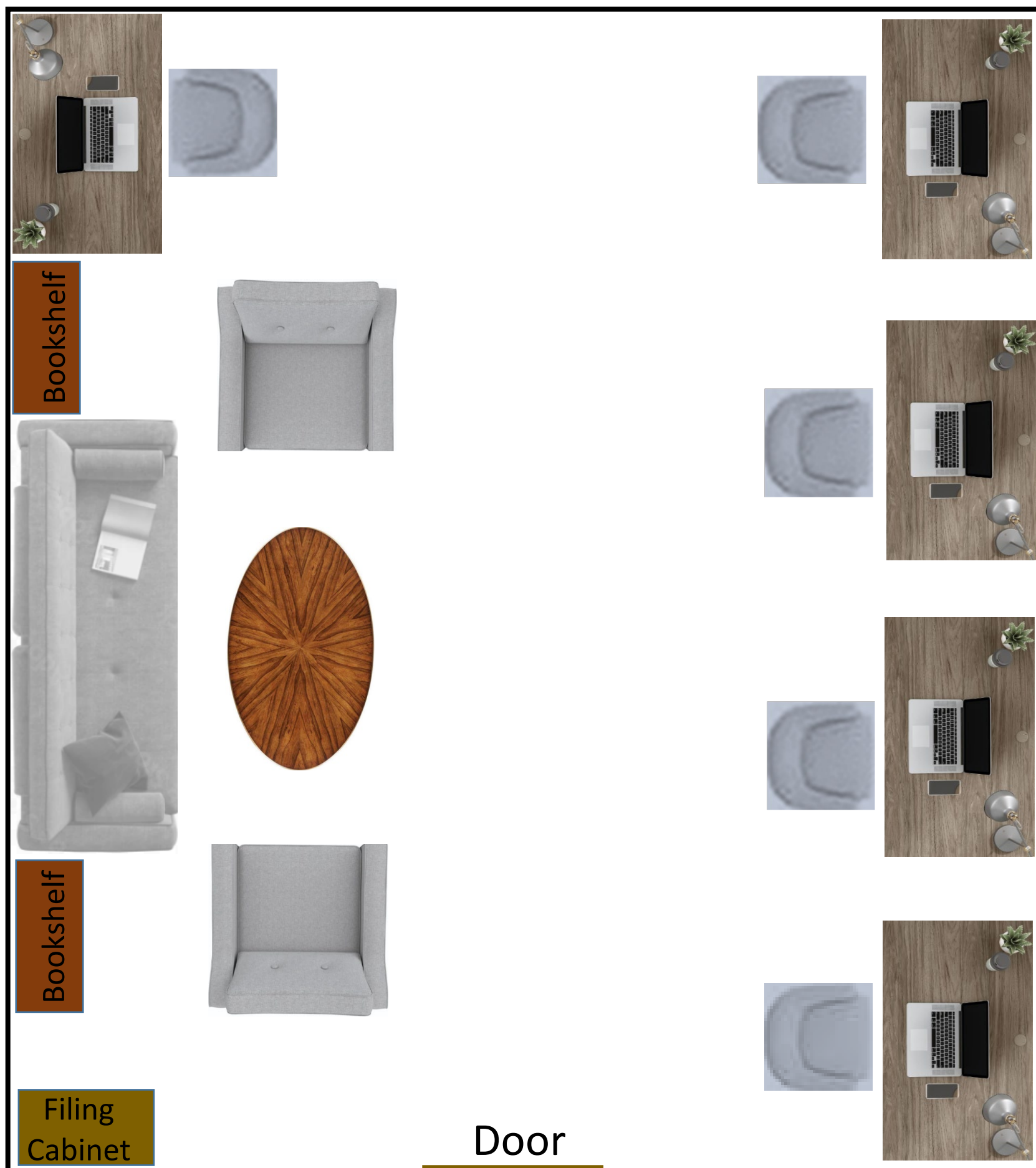
5-Desk Design 2a



5-Desk Design 2b



5-Desk Design 2c



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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: May 20, 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. On March 5, 2024, the City held a Special Municipal Election to fill the Councilmember unscheduled vacancy that occurred due to the passing of late Councilmember Cindy Montañez. Victoria Garcia was elected to fill the balance of late Councilmember Montañez, which will expire in November 2024. With the election of Councilmember Garcia, 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 April 30, 2024, Mayor Rodriguez provided Councilmember Garcia with the opportunity to express interest/priorities for Ad Hoc committee and liaison assignments to ensure maximum participation by the City.
4. On May 6, 2024, the City Council requested to continue this item to the May 20, 2024 City Council meeting.

ANALYSIS:

The City Council plays a crucial role in liaison assignments within a municipality. Liaison assignments involve appointing Councilmembers to various committees, boards, or external organizations to represent the Council's interests and communicate with stakeholders. These

Discussion and Consideration to Review and Approve City Council Liaison Assignments and Ad Hoc Committee Assignments

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assignments can cover a wide range of areas such as public safety, transportation, economic development, and environmental issues.

City councils often establish ad hoc committees to address specific issues or tasks that require focused attention and expertise addressing pressing city-wide issues and to advance the interests of the community.

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.

One change is being proposed to assign Councilmember Victoria Garcia to the Parking Management Master Plan Ad Hoc.

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 Victoria Garcia to the League of California Cities as the Delegate representative; and
2. Assign Councilmember Victoria Garcia to the Southern California Association of Governments General Assembly meeting as the Alternate representative.

All other liaison assignments are proposed to remain unchanged.

BUDGET IMPACT:

Updates to the liaison assignments and Ad Hoc committee 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



City Council Liaison Assignments

As of May 20, 2024

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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	<i>Valley Economic Alliance in December, selects representative to serve on the Board for a 1-yr term</i>	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: Sergio Ibarra Alternative: Erica Melton Sub Alternate: Nick Kimabll	<i>Eff. 2-5-24 Adopted Resolution appointing Personnel Manager Segio Ibarra as Delegate. Adoption of a new Resolution is required when representatives are changed</i>	N	N



City Council Liaison Assignments

As of May 20, 2024

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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 representatives. (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: Victoria Garcia 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	Y
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 <hr/> 2) Delegate: Celeste Rodriguez Alternate: Victoria Garcia	SCAG requests appointments annually for: 1) <u>Regional Council District # 67 Representative</u> (Councilmember From either San Fernando or Santa Clarita & alternates 2 yr Terms) San Fernando Eff. 5-4-23 to 5-2025; and <hr/> 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

As of May 20, 2024

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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
<p>Food Security</p> <p><u>Responsible Staff:</u> Recreation & Community Services</p> <p><u>Meeting Frequency:</u> TBD</p>	<p>Rodriguez Solorio</p>	<p>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 (<i>tentative scope</i>)</p>	<p>Focus on Community First</p>
<p>Economic Development/ Downtown Master Plan</p> <p><u>Responsible Staff:</u> Community Development Administration</p> <p><u>Meeting Frequency:</u> At least one community meeting quarterly until dissolved</p>	<p>Solorio Fajardo</p>	<p>Review information and develop recommendations to City Council for selection of a consultant and an outreach plan for 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</p>	<p>Cultivating a Stronger Local Economy</p>
<p>San Fernando Beautification Program</p> <p><u>Responsible Staff:</u> Public Works Recreation & Community Services</p> <p><u>Meeting Frequency:</u> At least one community meeting quarterly until dissolved</p>	<p>Mendoza Solorio</p>	<p>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 Women's Right to Vote Mural</i> and <i>Elias Rodriguez murals</i>; and make related recommendations to City Council.</p>	<p>Preserve Beautiful Homes and Neighborhoods</p>

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
<p>CDBG Programs</p> <p><u>Responsible Staff:</u> Administration</p> <p><u>Meeting Frequency:</u> At least one community meeting quarterly until dissolved</p>	<p>Rodriguez Fajardo</p>	<p>Review information and develop recommendations to City Council related to the City’s annual CDBG funding allocation.</p>	<p>Emergency Preparedness: Supporting the Community</p>
<p>Parking Management Master Plan</p> <p><u>Responsible Staff:</u> Public Works</p> <p><u>Meeting Frequency:</u> As necessary until dissolved</p>	<p>Garcia Vacant</p>	<p>Review information and develop recommendations to City Council related to implementing the Parking Management Master Plan <i>(Placeholder-appoint Councilmembers when contract is awarded to consultant to assist with implementing PMMP)</i>.</p>	<p>Preserve Beautiful Homes and Neighborhoods</p>
<p>Education Compact</p> <p><u>Responsible Staff:</u> Recreation & Community Services</p> <p><u>Meeting Frequency:</u> As necessary until dissolved</p>	<p>Rodriguez Mendoza</p>	<p>Review information and develop recommendations to City Council related to implementing the Education Compact with Los Angeles Unified School District. May work with Education Commission as part of the scope of this ad hoc.</p>	<p>Focus on Community First</p>

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

- 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: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: May 20, 2024

Subject: Discussion and Consideration Regarding Supporting Local Students, Artists, and Murals

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the May 20, 2024 City Council Meeting. Councilmember Solorio concurred with adding this item to the agenda.

BUDGET IMPACT:

The FY 2023-2024 Adopted Budget included an enhancement to establish Public Art/Murals funding in an amount of \$25,000 in the Community Investment Fund (053-150-0545-4270).

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 Mayor Celeste Rodriguez, Co-Author	TITLE Mayor
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CO-SPONSOR CITY COUNCILMEMBER INFORMATION

NAME Councilmember Mary Solorio, Co-Author	<input checked="" type="checkbox"/> In Support
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Support local students, artists and murals

PRIORITIES <i>Is this included in the current FY priorities?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input checked="" type="checkbox"/> Yes <input 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 \$25,000 already allocated
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Cesar E. Chavez Learning Academies will provide a presentation.

A presentation was also provided at the May 6th Council meeting. All councilmembers were provided an opportunity to ask additional questions. Please see attached Q&A for responses.

Staff has provided clarification that the funds requested are already allocated from the 2023-2024 fiscal year for murals (the fiscal year ends June 30th). This request has no impact on the 2024-2025 budget being considered. Should the Council vote to support local students, artists and murals, there are no additional action steps needed by council to provide the funds to Cesar Chavez Learning Academies.

ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

We recommend that the City Council formally support the efforts of the high school by approving use of the 2023-2024 mural funds in the amount of \$25,000 for the Cesar Chavez Learning Academy Mural Project.

City of San Fernando Councilmember - Questions

Cesar Chavez Learning Academy Mural Project Request for Funds - Answers

1. Total cost of the project, how much has been funded to date, and what those funding sources are (e.g. LAUSD funds, grants, fundraising, etc.)?

Response: The total cost of the project is \$150,000. \$110,000 has been paid by the 4 schools at CCLA, from discretionary school / district funds. The local district has donated another \$15,000 towards the project.

2. Where does the funding go (i.e. what are the expenses)? Does it all go to pay professional muralists or do students that work on it get paid as well?

Response: The funding goes to the muralists, to Branded Arts for their overhead (insurance, etc), towards materials and supplies, rental of equipment (lifts, etc) and transportation for the student field trip that is part of the project.

3. Are students working on it? If so, do the students need to pay to participate?

Response: Yes, students are assisting the artists in a variety of ways, including assisting with painting. Students do not get paid to help nor do they have to pay. They volunteer their time because they are excited about the project.

4. Please provide the timeline for the mural project.

Response: The main phase of the project will be completed by 5/24, the date of the grand reception. Some additional components (anti-graffiti coating, placards, possibly an additional small mural) are going to be completed after the grand reception.

5. Were the designs presented in the slides just examples/concepts, or are they the actual designs that will be painted?

Response: The designs we presented were the designs submitted by the participating artists for this specific project and with specific locations in mind. Most of them are finalized, some are still undergoing changes based on student feedback.

6. What are the guidelines/process for deciding the design of the murals? Does LAUSD have a process that you have already gone through? How does the community provide input into the design and ensure they are in line with the community's values?

Response: a) We have gone through and finalized both the mural approval process and the procurement process with LAUSD; and

b) The school community was invited to provide feedback prior to the muralists creating their design through a Google form. The form included questions such as "What is the best aspect of your community?", "What images would you like to see in the murals" or "Who is a community leader you would like to see represented?". Based on the almost 700 responses received, the artists created designs that were shared with student committees. Students and staff then gave feedback about the designs and engaged in dialogue with the artists to refine and edit the designs.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Joel Fajardo

Date: May 20, 2024

Subject: Discussion and Consideration Regarding Project Labor Agreements for Public Projects

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 May 6, 2024 City Council Meeting. Mayor Rodriguez concurred with adding this item to the agenda.
2. On May 6, 2024, the City Council tabled this item to the next regular City Council meeting on Monday, May 20, 2024.

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

Joel Fajardo

TITLE

Councilmember

CO-SPONSOR CITY COUNCILMEMBER INFORMATION

NAME

Celeste T. Rodriguez

In Support

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Consideration of Project Labor Agreement for Public Projects

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.*

Background: The City of San Fernando is committed to ensuring the successful and efficient completion of construction projects while promoting local economic development, workforce stability, and quality workmanship. Project Labor Agreements (PLAs) have been utilized in various municipalities across the country to achieve these goals by establishing standardized terms and conditions for construction projects.

Proposal: The City Council is requested to consider the adoption of a Project Labor Agreement (PLA) for public construction projects. The PLA would outline the terms and conditions of employment for contractors and workers involved in City-sponsored construction projects, including but not limited to wages, benefits, local hiring preferences, workforce training initiatives, quality standards, and dispute resolution mechanisms.

Objectives: (1) To promote workforce stability and predictability; (2) To support local economic development and job creation by prioritizing hiring from within the community and implementing workforce training programs; (3) To Ensure high-quality workmanship and adherence to safety regulations through standardized construction practices and quality control measures; and (4) To enhance the efficiency and cost-effectiveness of City-sponsored construction projects by streamlining the bidding process and minimizing the risk of costly disputes or delays.

ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

Recommended Action: The City Council is requested to discuss and provide staff direction on the development and implementation of a Project Labor Agreement (PLA) for City construction projects.