



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

CITY OF SAN FERNANDO
CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:15 PM
REGULAR MEETING – 6:00 PM
TUESDAY, SEPTEMBER 3, 2024

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

COUNCILMEMBER MARY SOLORIO
REMOTE TELECONFERENCE LOCATION
1425 HOLLISTER 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.

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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)
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) CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – EXISTING LITIGATION:

Case Name: Raul Barahona v City of San Fernando
WC Case No.: ADJ17283123
Claim No.: 22-167266

C) CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – EXISTING LITIGATION:

Case Name: Jeffrey Pak v City of San Fernando
WC Case No.: ADJ15757346
Claim No.: 22-161642

D) 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

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SUBMIT PUBLIC COMMENT IN PERSON

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

SUBMIT PUBLIC COMMENT VIA EMAIL

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

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING

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

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

Meeting ID: 833 6022 0211

Passcode: 924965

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

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

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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.

DECORUM AND ORDER

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

PUBLIC STATEMENTS

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

Members of the public may submit comments by email to cityclerk@sfcity.org no later than **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 13, 2024 – Special Meeting | c. May 6, 2024 – Regular Meeting |
| b. April 2, 2024 – Regular Meeting | d. August 19, 2024 – Regular Meeting |

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-091 approving the Warrant Register.

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3) RECEIVE AND FILE STATUS UPDATES FOR ENHANCEMENTS, PROJECTS, AND CITY COUNCIL PRIORITIES

Recommend that the City Council receive and file the status report for FY 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

4) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO ONYX PAVING COMPANY, INC. FOR FOG SEAL COATING OF CITY PARKING LOTS PROJECT

Recommend that the City Council:

- a. Accept the lowest responsive bid from Onyx Paving Company, Inc., for construction services for Fog Seal Coating of City Parking Lots Project, Job No. 7627;
- b. Approve a Construction Contract (Contract No. 2289) with Onyx Paving Company, Inc., for an amount not-to-exceed \$552,560 for construction services for Fog Seal Coating of City Parking Lots Project, Job No. 7627;
- c. Approve a contingency of \$47,440 for any change orders due to unforeseen conditions or change in work;
- d. Adopt Resolution No. 8332 amending the budget for Fiscal Year 2024-2025 to transfer capital funds within Measure M and the Parking & Maintenance Operations to fund the City Parking Lots Project; and
- e. Authorize the City Manager, or designee, to execute the agreement and all related documents.

5) CONSIDERATION TO ACCEPT THE DONATION FROM ASSEMBLYMEMBER LUZ RIVAS OF A MEMORIAL SIGN FOR THE PACOIMA WASH PEDESTRIAN BRIDGE

Recommend that the City Council accept the donation from Assemblymember Luz Rivas of a memorial sign dedicating the Pacoima Wash Pedestrian Bridge to the memory of Elias Rodriguez and authorize staff to install the sign as part of the Pacoima Wash Bikeway Project.

6) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING FUNDING FOR POLICE DEPARTMENT OVERTIME

Recommend that the City Council:

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- a. Adopt Resolution No. 8330 amending the budget for Fiscal Year 2024-2025 to appropriate funds from the General Fund reserve for overtime costs associated with increased patrol, enforcement, investigations, and other police activity; and
- b. Authorize the City Manager to appropriate revenue into the Police Department Overtime Funds.

7) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER LOS ANGELES TO ADMINISTER A HOME REHABILITATION PROGRAM

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2287) with Habitat for Humanity of Greater Los Angeles, in an amount not-to-exceed \$50,000, to establish a Home Rehabilitation Program for a term of one year. The agreement may be extended by the City subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided the City issues written notice of its intent to extend; and
- b. Authorize the City Manager, or designee, to make non-substantial edits and execute all related documents.

8) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA NATURAL RESOURCES AGENCY FOR THE YOUTH COMMUNITY ACCESS GRANT PROGRAM

Recommend that the City Council adopt Resolution No. 8331 authorizing the preparation and submittal of a grant application to the California Natural Resources Agency for the Youth Community Access Grant in the amount of \$498,850 to fund the San Fernando Montañeros program.

9) CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAR COMMUNICATIONS, INC., DBA BEARCOM TO UPDATE, REPLACE, AND INCREASE SECURITY MEASURES FOR THE SAN FERNANDO POLICE FACILITY

Recommend that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement with Bear Communications Inc. dba BearCom (Contract No. 2041(a)) to increase the not-to-exceed amount by \$133,353 from \$776,709 to \$910,062 to replace the Department's outdated and non-supported security camera system and access control system;

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- b. Authorize the City Manager, or designee, to utilize \$133,353 from the 2022 Urban Area Security Initiative Grant for the agreement with Bear Communications, Inc. to install and maintain the replacement surveillance and access control system; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related agreements.

10) CONSIDERATION TO APPROVE A TRANSFER AGREEMENT WITH THE LOS ANGELES FLOOD CONTROL DISTRICT FOR THE DISBURSEMENT OF FUNDS FOR THE SAFE, CLEAN WATER – MUNICIPAL PROGRAM

Recommend that the City Council:

- a. Approve Transfer Agreement No. 2024MP68 with the Los Angeles Flood Control District (Contract No. 2288) for the disbursement of funds for the Safe, Clean Water – Municipal Program; and
- b. Authorize the City Manager, or designee, to execute the Agreement and all related documents.

ADMINISTRATIVE REPORTS

11) DISCUSSION AND CONSIDERATION REGARDING PROCEDURES FOR COUNCILMEMBER INITIATED REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION

Recommend that the City Council:

- a. Review and discuss the pilot process for Councilmember requests to agendize an item, which has been in effect since April 2, 2024; and
- b. Provide additional direction, as appropriate.

12) DISCUSSION AND CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO TREEPEOPLE FOR PROJECT MANAGEMENT, PROJECT REPORTING, GRANT COORDINATION, COMMUNITY ENGAGEMENT, AND LANDSCAPE PLANTING AND ESTABLISHMENT FOR THE CARLISLE GREEN ALLEY PROJECT

Recommend that the City Council:

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- a. Approve a Professional Services Agreement to TreePeople (Contract No. 2286) in an amount of \$270,020, for project management, project reporting, grant coordination, community engagement and workshops, and tree and shrub planting and establishment for the Carlisle Green Alley Project; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute the Agreement and any related documents.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next regular meeting on September 16, 2024.

AFFIDAVIT OF POSTING

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.

Dated: _____ at: _____

Signed By: _____

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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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**FEBRUARY 13, 2024 – 5:30 P.M.
SPECIAL 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 5:33 p.m.

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

Staff: City Manager Nick Kimball, 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: Councilmember Joel Fajardo

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS

Melissa Pelayo submitted a written public comment in support of the Automated License Plate Reader cameras and Police Department funding.

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MINUTES –Special Meeting February 13, 2024

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ADMINISTRATIVE REPORTS

- 1) PRESENTATION AND DISCUSSION OF CITY COUNCIL STRATEGIC GOALS AND BUDGET PRIORITIES FOR FISCAL YEAR 2024-2025

Councilmembers received a presentation from City Manager Kimball regarding 2023 efforts to move the Strategic Goals forward; a presentation from the Assistant to the City Manager Hernandez regarding the City’s Strategic Goals 2022-2026; and a presentation was received from Director of Finance Melton regarding City Council budget priorities for Fiscal Year (FY) 2024-2025.

It was noted that the City Council recessed the meeting at 7:18 p.m. and reconvened at 8:05 p.m. with Councilmember Fajardo absent.

City Manager Kimball briefly summarized City Council’s direction to staff and concluded staffs presentation.

Summary of the 2024 Strategic Goals Study Session is attached as **Attachment “A”**. Review and Wrap Up – City Council Direction to Staff is attached as **Exhibit "1” to Attachment “A”**.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

None

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Solorio had no further comments.

Vice Mayor Mendoza expressed thanks to staff for their work.

Mayor Rodriguez provided closing comments and expressed thanks to staff for their work.

ADJOURNMENT (8:50p.m.)

Mayor Rodriguez adjourned the meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the February 13, 2024, Special meeting as approved by the San Fernando City Council.

Julia Fritz, City Clerk

THE CITY OF SAN FERNANDO

CITY COUNCIL

May 6, 2024

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
MARY SOLORIO

COUNCILMEMBER
JOEL FAJARDO

Summary of the 2024 Strategic Goals Study Session, held February 13, 2024

Part 1: 2023 Accomplishments and Executive Management Retreat

To begin the Strategic Goals Study Session, the City Manager presented the 2023 Annual Report Accomplishments video followed by the 2023 Economic Development Year-in-Review video that was presented to the Valley Economic Alliance.

The City Manager then presented an overview of the 2023 Executive Management Retreat where staff reviewed each department’s mission and lessons learned from the prior year. The following modules were covered during the retreat:

- 1) Mission and Success
 - a. Work plan and accomplishments
 - b. Identified challenges to Department work plans
 - c. Discussed lessons learned and areas for improvement
- 2) Personality Types
 - a. Completed DISC assessment for each Director
 - b. Gained insight into behavior styles and communication preferences
 - c. Fostered self-awareness and communication strategies for better collaboration
- 3) Customer service
 - a. Reviewed “Lessons from the Mouse” – customer service principles at Disney
 - b. Identified customer service principles to move City’s mission forward
- 4) Leadership Principles
 - a. Reviewed “Dare to Lead” by Brene brown and “Extreme Ownership” by Jocko Willink and Leif Babin
 - b. Compared each leadership style and its effectiveness
 - c. Identified types of leaders needed to move the City forward

ADMINISTRATION
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

OFFICE OF THE
CITY MANAGER
(818) 898-1202

PERSONNEL DIVISION
(818) 898-1220

WWW.SFCITY.ORG

The culmination of the Executive Management retreat developed a set of Core Values: **Excellent Customer Service, Quality of Work, Diversity of Services, and Stewardship of the City**. These core values are included in detail in **Attachment B**.

The City Manager concluded this section by proposing that the City Council consider hosting a “State of the City” event to take place during October/November, where the sitting Mayor would have the ability to provide an overview of achievements, challenges, and plans for the future.

Summary – 2024 Strategic Goals Study Session

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Feedback for Annual report:

- Look to add photos and narrative to the following:
 - Open Streets event photos
 - New homeless outreach team narrative
 - New Housing Coordinator and Social Services Coordinator narrative
 - Language Access Plan and Translation services narrative
 - Education compact narrative
 - Valley Economic Alliance, Legacy Award photo
 - SFPD HVAC project photo

General Feedback:

- The City Council suggested that the *state of the city* shall be discussed during the budget study session.
- The *City Accomplishments* video has been posted to the City's homepage www.sfcity.org
- The City Manager delivered the summary of Executive Management Retreat. City Council received presentation but provided no direction to staff.

Part 2: Strategic Goals 2022-2026 Review and Discussion

The Assistant to the City Manager presented an update and review of the 2022 – 2026 City Council Strategic Goals. The presentation began with a history of the goals, as well as previous updates to the goals in 2023. Staff presented each strategic goal and associated strategies by focusing on 1) Strategies Completed, 2) Strategies In-Progress, and 3) Ongoing Strategies; in efforts to show how much progress has been made for each goal.

Staff concluded this section by presenting the recommended approach for the 2024 Citywide Survey, which aims to collect resident feedback on the performance of various City functions.

Feedback for Next Strategic Goals:

- Generally pleased to see progress of strategic goals and no discussion of changing existing Strategic Goals.
- Goals that are specific and measurable have either been completed or expected to be completed in 2024. On-going goals are the only items that will be left next year (i.e. 2025).
- Next version of the Strategic Goals:
 - Look at creating an Ad Hoc in early 2025 to start to develop new Strategic Goals.
 - Due to progress on Strategic Goals and up to two new incoming Councilmembers in November, the City Council may want to classify current Strategic Goals as met and start the process for new strategic goals sooner.

Summary – 2024 Strategic Goals Study Session

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Feedback for Community Survey:

- The Community Survey is supported by all councilmembers. Staff will use last year's survey to track changes in resident opinion/satisfaction over the years. Staff shall substitute specific grant-related questions for website questions.
- Based on Councilmember Fajardo's remarks on 2/20/2024, staff may want to add a few questions about satisfaction with city contractors (e.g. Republic Services, Athens street sweeping, WCA tree trimming, LAFD, etc.)
- Use the survey to promote the city app and include a link to download city app at the end of the survey.

Part 3: FY 2024-2025 Budget Priorities

The City's Director of Finance facilitated a presentation on revenues, expenditures, and unallocated funds. Following the presentation, the City Manager provided instructions on a prioritization exercise and recessed for 20 minutes for City Council to eat a light dinner and complete the exercise. After returning from break, the City Manager explained that the exercise was meant as a thought exercise to spur discussion of priorities. The examples provided were not actual proposals, rather a way to get City Council in the mindset of thinking about tradeoffs and priorities. As such, the exercise was not discussed in detail with City Council as part of the meeting agenda.

Approximately one week prior to the Strategic Goals Study Session, the City Manager asked each Councilmember to provide the top 5-6 complaints/issues that they hear from the community on a regular basis. The City Manager used this opportunity to provide a summary of the responses, which included:

1. Parking (3 councilmembers flagged this issue)
2. Homelessness (3)
3. Trash (including City parking lots, trash enclosures, and bulky items)(2)
4. Speeding/rolling stops (2)
5. Graffiti (2)
6. Street & sidewalk repair (1)(Councilmember Fajardo mentioned this as a priority during Council comments on 2/20/24)
7. Lack of businesses (1)
8. Lack of murals/public art (1)
9. Stray cats/animal control (1)
10. Affordability of utilities (water, power, trash) (1)

After Council discussion, the City Manager summarized the action items, including returning with status updates to the City Council in March/April/May on the top five complaints/issues:

- Parking Management Master Plan – Provide an update on the final plan, next steps, policies that can be adopted, etc.

Summary – 2024 Strategic Goals Study Session

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- Homelessness Update – Present results of PIT count and use the opportunity to discuss services offered, ensure NVCS and Home Again LA present their services.
- Trash – discuss enclosures in downtown and what can be done right now until a final solution is found. Have Republic present to City Council as well.
- Speeding & Traffic options – Discuss SFPD efforts to date. Outline possible solutions going forward, including special unit and technology.
- Graffiti – update on graffiti operations, current ordinances, possible changes to be made, and how to assist impacted businesses.

Part 4: Review and Wrap Up

- The City Manager summarized next steps for each segment of the meeting and outlined direction from City Council.
- The meeting concluded at 8:50PM.

ATTACHMENT:

- A. Review and Wrap Up



Review and Wrap Up

City Council direction to staff:

- More information for State of the City event to be presented during this year budget process.
- Accomplishment Report to include:
 - Open street, homeless street outreach, on-boarding housing and social services coordinators, VEA legacy award, Education Compact, translation services
- Goals & Strategies
 - Identify metrics and measureable outcomes
 - Receive priorities in 2025 before forming Ad-Hoc
- Continue Community Survey
 - Council to review questions and provide feedback for new survey
 - Include link for download of City App at end of survey



Review and Wrap Up

City Council direction to staff:

- Budget Priorities – Provide Updates on:
 - Parking Management Master Plan
 - Homeless services
 - Trash – Bulky Items, Downtown parking lots, trash enclosures
 - Speeding & Traffic
 - Graffiti

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**CITY OF SAN FERNANDO
CITY COUNCIL**

**MINUTES
SPECIAL MEETING – 5:00 P.M.
REGULAR MEETING – 6:00 P.M.
TUESDAY, APRIL 2, 2024**

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

CALL TO ORDER/ROLL CALL – SPECIAL MEETING 5:00 P.M. (CLOSED SESSION)

Mayor Celeste T. Rodriguez called the Special Meeting to order at 5:02 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio (arrived at 5:03 p.m.)

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

Absent: None

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:03 P.M.)

By consensus, Councilmembers recessed to Closed Session.

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

Designated City Negotiators: City Manager Nick Kimball
Employees and Employee Bargaining Units:

- San Fernando Management Group (SEIU, Local 721)
- San Fernando Public Employees’ Association (SEIU, Local 721)
- San Fernando Police Officers Association

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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
PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Title of Employee: City Manager

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on April 2, 2024.

ADJOURNMENT (6:04 p.m.)

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

CALL TO ORDER/ROLL CALL – REGULAR MEETING 6:00 P.M. (OPEN SESSION)

Mayor Celeste Rodriguez called the regular 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, Deputy City Manager/Economic Development Kanika Kith, City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Wendell Johnson, Director of Recreation and Community Services Salcedo and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting April 2, 2024

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APPROVAL OF AGENDA

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

PRESENTATIONS

- A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF APRIL 7, 2024 TO APRIL 13, 2024 AS NATIONAL LIBRARY WEEK
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS DONATE LIFE MONTH (*ITEM WAS POSTPONED TO THE NEXT REGULAR MEETING*)
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH (*ITEM WAS POSTPONED TO THE NEXT REGULAR MEETING*)
- D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MARCH 31, 2024 AS CESAR CHAVEZ DAY

PUBLIC STATEMENTS

The following individuals spoke about their religious beliefs:

Isabel Pleites
Teresa Cano
Victoria Martinez
Shaday Morales
Melanie Espino

Ricardo Benitez expressed his support of Cesar Chavez.

Donisha Galbreath – called but did not speak.

Patty Lopez spoke about public safety in City parks.

CONSENT CALENDAR

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

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

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting April 2, 2024

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-
- 2) CONSIDERATION TO APPROVE A SECOND READING TO ADOPT ORDINANCE NO. 1724 AMENDING ARTICLE 1 OF CHAPTER 1 OF THE SAN FERNANDO MUNICIPAL CODE ESTABLISHING RESTRICTIONS GOVERNING THE USE OF THE CITY SEAL AND OTHER CITY LOGOS AND INSIGNIAS

 - 3) CONSIDERATION TO APPROVE A LIST OF ON-CALL PROFESSIONAL PLANNING CONSULTING FIRMS AND A LIST OF ON-CALL ENVIRONMENTAL FIRMS TO PROVIDE AS-NEEDED PLANNING AND ENVIRONMENTAL REVIEW SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT

 - 4) CONSIDERATION TO APPROVE A GRANT AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM TO FUND THE FIXED ROUTE AMERICAN WITH DISABILITIES IMPROVEMENTS PROJECT, AND ADOPT A RESOLUTION APPROPRIATING FUNDS

 - 5) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE UNDER-AGE ALCOHOL PURCHASE PREVENTION PROGRAM

The motion carried, unanimously.

ADMINISTRATIVE REPORTS

Item considered out of order

- 12) DISCUSSION REGARDING CREATION OF THE SAN FERNANDO COMMUNITY CENTER AT PUIG’S HOUSE

Mayor Celeste T. Rodriguez presented the staff report. Noted that the title of the report should be corrected from the San Fernando Community Center to San Fernando Family Center at the Puig’s House.

Motion by Mayor Rodriguez, seconded by Vice Mayor Mendoza to approve co-applying for grants with the Wildhorse Foundation in support of facilities and programming activities and requested that the formal renaming of the park be discussed at the Parks, Wellness and Recreation Commission for additional discussion and consideration before returning to the City Council for final consideration. The motion carried, unanimously.

PRESENTATIONS (Continued)

- E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING APRIL 22, 2024 AS EARTH DAY

- G. PRESENTATION BY BOARD CHAIR ADAN ORTEGA AND GENERAL MANAGER ADEL HAGEKHALIL ON METROPOLITAN WATER DISTRICT’S CLIMATE ACTION PLAN

SAN FERNANDO CITY COUNCIL

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ADMINISTRATIVE REPORTS (Continued)

- 6) DISCUSSION AND CONSIDERATION TO AUTHORIZE ACCEPTANCE OF THE CALIFORNIA GOVERNOR’S OFFICE OF PLANNING AND RESEARCH GRANT FOR THE ADAPTATION PLANNING GRANT PROGRAM, ADOPT A RESOLUTION APPROPRIATING THE FUNDS, AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS INC. TO COMPLETE THE CLIMATE ACTION AND RESILIENCE PLAN

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

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to authorize the acceptance of the California Governor’s Office of Planning and Research Grant Funds for the Adaptation Planning Grant Program in the amount of \$599,918.18 (Contract No. 2231); adopt Resolution No. 8295 amending the budget for Fiscal Year 2023-2024 to appropriate the funds and increase the Operating Grants (Fund 110) revenues and expenditures; approve a Professional Services Agreement (Contract No. 2236) with Rincon Consultants Inc., in an amount not-to-exceed \$351,598 to develop the City’s Climate Action and Resilience Plan and update the Circulation and Open Space/Conservation/Parks-Recreation General Plan Elements; authorize the City Manager to make non-substantive changes and execute all related documents; and directed staff to use the General Fund Capital Outlay funds for the California Environmental Quality Act Analysis. The motion carried unanimously.

Item considered out of order

- 9) CONSIDERATION AND DISCUSSION REGARDING COUNCILMEMBER INITIATED REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION

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

Motion by Councilmember Fajardo, seconded by Mayor Rodriguez to approve:

1. Require the support of at least two Councilmembers to request to agendize an item for discussion using either one or both methods below:
 - a. Submitting the 'Request to Agendize an Item for City Council Discussion' form (to be amended) and would include the name of the requesting Councilmember as well as one other Councilmember supporting or has no opposition for the item.
 - b. Requesting to include an item for discussion during the Council meeting under the section of the agenda designated as “General City Council/Board Member Comments and Liaison Updates.” This would also require a support or no opposition from one other Councilmember.

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2. Amend the “Request to Agendize an Item for City Council Discussion” form to include a section for the co-sponsor Councilmembers name and add a box to check off “in support”, as amended; and
3. Implement the new process for a 6-month trial period and return to City Council for consideration and to potentially adopt a resolution amending the City Council Procedural Manual to reflect applicable changes to the process.

The motion carried as follows:

ROLL CALL

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

10) DISCUSSION REGARDING CONTINUATION OF THE RECREATION SCHOLARSHIP PROGRAM

Mayor Celeste T. Rodriguez presented the staff report.

Motion by Mayor Rodriguez to direct staff to prioritize the Recreation Scholarship Program fee waiver discussion with the FY 2024-2025 Budget Study Session; and for FY 2023-2024, Councilmembers may choose to donate their unused fee waiver funds and staff will provide updates to Councilmembers regarding unmet requests when the fee waiver donations runs low. The motion carried as follows:

ROLL CALL

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

It was noted that the City Council recessed the meeting at 8:23 p.m. and returned at 8:33 p.m. with all Councilmembers present.

The following presentation was received at this time

- F. PRESENTATION BY NEW ECONOMICS FOR WOMEN REGARDING THE FINANCIAL CAPABILITY WORKSHOPS, INDIVIDUALIZED ONE-ON-ONE FINANCIAL COACHING, AND HOMEBUYER EDUCATION COURSES
- 7) PRESENTATION AND DISCUSSION OF THE HOME REHABILITATION LOAN PROGRAM

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

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to approve staff's recommendation regarding the use of funds. The motion failed by the following vote:

ROLL CALL

AYES: Solorio, Rodriguez - 2

NAYES: Fajardo, Mendoza - 2

ABSTAIN: None

ABSENT: None

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to direct staff to table this item to the next meeting as part of the discussion on updates to the infrastructure funding that includes information on infrastructure plans and ARPA funding updates. The motion carried, unanimously.

Councilmembers also requested that staff return with an update on sidewalks and facility assessment efforts in conjunction with the ARPA Funds update at the next meeting.

- 8) DISCUSSION AND CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO AMERICAN ASPHALT SOUTH, INC. FOR FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT, JOB NO. 7621, PLAN NO. P-743

Director of Public Works Wendell Johnson presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Mayor Rodriguez to accept the lowest responsive bid from American Asphalt South, Inc., for construction services for Phase 3 of the Annual Street Resurfacing Project; approve a construction contract (Contract No. 2237) with American Asphalt South, Inc., for an amount not-to-exceed \$1,800,173.60 for construction services for Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project, Job No. 7621, Plan No. P-743; approve a 20% contingency of \$360,035 for any change orders due to unforeseen conditions or change in work; and authorize the City Manager or his designee to execute the agreement and all related documents. The motion carried, unanimously.

- 11) DISCUSSION REGARDING REPAIR AND ENHANCEMENT OF TRASH ENCLOSURES TO SUPPORT COMMUNITY BEAUTIFICATION

Mayor Celeste T. Rodriguez presented the staff report.

Motion by Councilmember Fajardo, seconded by Mayor Rodriguez to direct staff to use Measure W funds to repair trash enclosures and return to Council with project design and cost plan, prior to going out for bid. The motion carried, unanimously.

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Director Salcedo reported on recreation and community services programming events including the Spring Jamboree.

Director of Public Works Johnson commented on an organized collaborative outreach efforts to clean an encampment at the future reservoir site among community service organizations, the City and across City Departments.

Director of Community Development Ramirez reported that the Planning and Preservation Commission meetings start time has changed from 6:30 p.m. to 5:30 p.m., commented on an upcoming event “Keys to Housing Rights: Tenant Empowerment, Homeowner Solutions”, mentioned a tree planting rebate program available to the residents of the community, and thanked Councilmember Solorio for the invitation to attend the Habitat to Humanity Los Angeles Builders Ball Gala.

Deputy City Manager/Economic Development Kith commented on the business support workshop in partnership with ICON CDC regarding bookkeeping and financial management for small businesses, mentioned information regarding the Downtown Master Plan Walkshop, and noted the UPS Store on Maclay grand opening event.

Director of Finance Melton commented that the City is in its budget planning season and mentioned a budget informational presentation will be presented to all City Commissions.

Assistant to the City Manager Hernandez commented on the Cindy’ Montañez Day of Service event at the Cindy Montañez Natural Park.

Police Chief Valdez mentioned that the Community Academy workshop begins April 16 and announced that the month of April is Distracted Drivers Awareness Month.

City Manager Nick Kimball commented on various public works updates and a meeting is being organized to meet with residents on Macneil regarding tree concerns; noted a response was provided to the Commissioner Lopez regarding the Rudy Ortega Park being vandalized and about the parks over-all appearance, and reminded the community to download the My San Fernando app to report various concerns in the community to the City.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Solorio mentioned she attended the Spring Jamboree, the Homeless Connect Day event and commented on available resources for individuals experiencing homelessness, mentioned she attended a gala event, and reported that she was appointed as a Board Member to the Boards of the Valley Economic Alliance and the San Fernando Valley Council of Governments.

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Mayor Rodriguez commended Councilmember Solorio for sharing her earlier life experiences, thanked staff for their work, and mentioned she attended the Spring Jamboree, the tour of the Sheila Kuehl Family Wellness Center and commented on the book sale being held at the San Fernando Library on April 19.

Vice Mayor Mendoza mentioned she attended the Homeless Connect Day event, the Spring Jamboree and requested to close the meeting in memory of Isabel Garcia.

ADJOURNMENT (10:05 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Isabel Garcia to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the April 2, 2024, Special and Regular meeting as approved by the San Fernando City Council at the City Council meeting of _____.

Julia Fritz, CMC
City Clerk

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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

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on May 6, 2024.

ADJOURNMENT (6:06 p.m.)

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

CALL TO ORDER/ROLL CALL – REGULAR MEETING **6:00 P.M. (OPEN SESSION)**

Mayor Celeste Rodriguez called the regular meeting to order at 6:06 p.m.

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

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

Absent: Mayor Celeste Rodriguez

TELECONFERENCING REQUESTS/DISCLOSURE None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

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PRESENTATIONS

- A. PRESENTATION OF A PROCLAMATION DECLARING MAY AS OLDER AMERICANS' MONTH AND PRESENTATION OF CERTIFICATES OF APPRECIATION TO THE LAS PALMAS SENIOR CITIZENS CLUB FOR THEIR GENEROUS DONATIONS TOWARDS THE SENIOR CLUB HOLIDAY DANCE 2023
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS DONATE LIFE MONTH
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE AND DECLARING APRIL 24, 2024, AS ARMENIAN GENOCIDE REMEMBRANCE DAY
- D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY AS MENTAL HEALTH AWARENESS MONTH
- E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF MAY 5 TO MAY 11 AS PROFESSIONAL MUNICIPAL CLERKS WEEK
- F. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF MAY 12 TO MAY 18 AS NATIONAL POLICE WEEK
- G. INTRODUCTION OF NEW EMPLOYEES

PUBLIC STATEMENTS

Nellie Alcocer submitted a public comment regarding speeding and street safety.

Dr. Chavez spoke about concerns related to public safety, park equipment repairs and the lack of jobs in California.

The following were in support of Agenda Item No. 12:

Olivia Naturman
Jess Perry-Martin
Mary Kennedy
Cindy Uerrera
Natalie Estrada
Roberto Pelaez
Rosie Anguiano

Pilar Almeida with Republic Services provided an update regarding community outreach and engagement associated with the handling of organic waste and recycling and mentioned an upcoming organic waste informational workshop.

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Patty Lopez spoke about the recent Metropolitan Water District trip and encouraged all Commissioners to attend.

Christina Bernal expressed support for Agenda Item No. 7.

Marcela Rodriguez provided general comments on various topics of concern in the City.

Jorge Quezada expressed support for Agenda Item No. 7.

John Mejia spoke in support of Agenda Item No. 7.

Kelly Duggan spoke regarding concerns about the tree removal on her street and encouraged the City to perform an audit on the tree inventory.

Dave Everett with Western Electric Contractor Association spoke in opposition to Agenda Item No. 13.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. April 15, 2024 – Special and Regular
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) RECEIVE AND FILE THE CITY MANAGER’S PROPOSED FISCAL YEAR 2024-2025 ANNUAL BUDGET
- 4) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE ENGINEER’S REPORT, AND DECLARING THE CITY’S INTENTION TO ORDER THE ANNUAL ASSESSMENTS AND SETTING A PUBLIC HEARING TO CONSIDER THE LEVY OF ASSESSMENTS FOR THE FISCAL YEAR 2024-2025 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
- 5) CONSIDERATION TO AUTHORIZE SUPPORT OF A CONGRESSIONAL FUNDING REQUEST WITH THE AMERICAN LEGION POST 176 FOR FACILITY IMPROVEMENTS

The motion carried, with Mayor Rodriguez absent.

Items discussed out of order

- 14) CONSIDERATION TO APPOINT A TRANSPORTATION AND PUBLIC SAFETY COMMISSIONER

Vice Mayor Mary Mendoza presented the staff report.

Motion by Vice Mayor Mendoza, seconded by Councilmember Garcia to appoint Julie Cuellar to the Transportation and Public Safety Commission. The motion carried, with Mayor Rodriguez absent.

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- 15) CONSIDERATION TO APPOINT REPRESENTATIVES TO SERVE AS COMMISSIONERS TO THE EDUCATION, PARKS, WELLNESS AND RECREATION, TRANSPORTATION AND PUBLIC SAFETY, AND PLANNING AND PRESERVATION COMMISSIONERS

Councilmember Victoria Garcia presented the staff report.

Motion by Councilmember Garcia, seconded by Vice Mayor Mendoza to appoint Sonia Mariscal Navarro to the Education Commission. The motion carried by the following vote:

ROLL CALL

AYES: Garcia, Solorio, Mendoza - 3

NAYES: None

ABSENT: Rodriguez - 1

ABSTAIN: Fajardo - 1

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

Motion by Councilmember Garcia, seconded by Vice Mayor Mendoza to appoint Julie Cuellar to the Parks, Wellness and Recreation Commission. The motion carried, with Mayor Rodriguez absent.

Motion by Councilmember Garcia to appoint Yolanda Haro to the Planning and Preservation Commission. The motion failed due to the lack of a second.

- 12) DISCUSSION AND CONSIDERATION TO SUPPORT LOCAL STUDENTS AND ARTISTS

By consensus, the City Council directed staff to return to the June 3, 2024 meeting with information on: 1) Cesar Chavez Learning Academy’s total budget for the mural project, total funds raised to date, information on gap funding; and 2) authorized the City Manager to submit a letter of support to Los Angeles Unified School District, Superintendent, and local Board Member to recommend allocation of additional funds for the mural project.

PUBLIC HEARINGS

- 6) A CONTINUED 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

Vice Mayor Mendoza opened the continued public hearing.

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

Vice Mayor Mendoza opened public comments.

The following public comments were received:

Marcela Rodriguez provided general comments.

Patty Lopez provided general comments.

Julie Cuellar spoke in support and made general comments.

Gorge Vasquez spoke in support and made general comments.

David Bolock spoke in support and made general comments.

Vice Mayor Mendoza closed the public comment portion of the public hearing.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to introduce for first reading, in title only, and waive further reading of Ordinance No. 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, 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; and authorize the City Manager to direct staff to synthesize the revised Ordinance into a Policy on the Discontinuation of Residential Water Services Non-Payment, for customers to more easily understand the process as it relates to residential water billing, penalties/fines, and water disconnection. The motion carried, with Mayor Rodriguez absent.

Vice Mayor Mendoza closed the public hearing.

It was noted, that the City Council recessed the meeting at 9:04 p.m. and reconvened at 9:21 p.m. with Councilmember Solorio and Mayor Rodriguez absent.

- 7) A PUBLIC HEARING TO CONSIDER AND ADOPT A RESOLUTION ESTABLISHING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2024-2025

Vice Mayor Mendoza opened the public hearing.

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

Vice Mayor Mendoza opened public comments.

The following public comments were received:

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Marcela Rodriguez commented about graffiti issues.

Patty Lopez suggested that funds be used towards City parks regarding graffiti issues.

Vice Mayor Mendoza closed the public comment portion of the public hearing.

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to adopt Resolution No. 8298 approving the allocation of Community Development Block Grant Funds for Fiscal Year 2024-2025; and authorize the City Manager, or designee, to submit documentation conveying the City Council’s Resolution to the Los Angeles County Community Development Authority for approval. The motion carried, with Councilmember Solorio and Mayor Rodriguez absent.

Vice Mayor Mendoza closed the public hearing.

ADMINISTRATIVE REPORTS

8) DISCUSSION AND CONSIDERATION REGARDING UPDATES ON AMERICAN RESCUE PLAN ACT FUNDING (*THIS ITEM WAS POSTPONED TO THE NEXT REGULAR MEETING*)

9) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE URBAN FOREST MANAGEMENT PLAN AND RELATED POLICIES

Director of Public Works Wendell Johnson presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to receive a presentation regarding the Urban Forest Management Plan and related policies and procedures; adopt Resolution No. 8301 approving the Urban Forest Management Plan. The motion carried, with Councilmember Solorio and Mayor Rodriguez absent.

10) DISCUSSION AND CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL TO PROVIDE ANIMAL CARE AND CONTROL SERVICES TO THE CITY

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

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to approve a new standardized Contract Services Agreement with the County of Los Angeles Department of Animal Care and Control (Contract No. 2233) to provide animal care and control services to the City; and authorize the City Manager to make non-substantive changes and execute all related documents. The motion carried, with Councilmember Solorio and Mayor Rodriguez absent.

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- 11) DISCUSSION AND CONSIDERATION TO REVIEW AND APPROVE CITY COUNCIL LIAISON ASSIGNMENTS AND AD HOC COMMITTEE ASSIGNMENTS
(THIS ITEM WAS POSTPONED TO THE NEXT REGULAR MEETING)

- 13) DISCUSSION AND CONSIDERATION OF PROJECT LABOR AGREEMENT FOR PUBLIC PROJECTS
(ITEM WAS POSTPONED TO THE NEXT REGULAR MEETING)

- 16) CONSIDERATION TO APPOINT REPRESENTATIVES TO THE DOWNTOWN MASTER PLAN COMMUNITY ADVISORY COMMITTEE

Councilmember Victoria Garcia presented the staff report.

Motion by Councilmember Garcia, seconded by Councilmember Fajardo to appoint Magaly Colelli and Clarissa Ortega to the Downtown Master Plan Community Advisory Committee. The motion carried, with Councilmember Solorio and Mayor Rodriguez absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Salcedo announced the Mother’s Day Tea Party event, and mentioned he would be participating in the Police Department’s Community Academy and commented on upcoming recreation program events.

Director of Public Works Johnson discussed how the Metro program assists small agencies with grant applications for the Active Transportation Program, particularly regarding grant funds for the Pacoima Bikeway project. He also noted that he has contacted residents on Macneil Street about tree concerns and will be scheduling a community meeting to further discuss these issues. Additionally, he briefly commented on the creation of a tree preservation and conservation standard operating procedure.

Director of Community Development Ramirez announced that a video tutorial will be available shortly regarding instructions on how to use the Online Permit Counter; educational mailers have been sent to residents and will be mailed to commercial businesses regarding common code violations.

Deputy City Manager/Economic Development Kith commented the Downtown Master Plan online survey which closes on May 20; and mentioned that ICON CDC will be offering a series of eight workshops geared towards small business support to be held in the City Hall Council Chambers.

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Director of Finance Melton mentioned the City received the GFOA Certificate of Achievement for Excellence in Financial Reporting Program award for Fiscal Year ending 2022; the proposed Fiscal Year 2024-2025 budget has been posted to the City’s website and commented that a series of community engagement opportunities that are being offered to the community regarding the proposed Fiscal Year 2024-2025 budget, including a virtual and in-person Town Hall meeting.

City Manager Kimball commented on the day of service event on May 11, 2024 at 9:00 a.m. at the Cesar Chavez Memorial and reminded the City Council that the City Manager’s Bi-weekly and Monthly Reports contain additional information on notable matters.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo had no updates to report.

Councilmember Garcia noted she attended the Cinco De Mayo event held at the Rudy Ortega Park and commented on the Indigenous Woman’s Day event.

Vice Mayor Mendoza mentioned she attended the Valley Economic Alliance Gala, a tour of the new Neonatal Intensive Care Unit at Providence Holy Cross Medical Center and commented on the Monarch Pollinator Project event at Rudy Ortega Park.

Vice Mayor Mendoza asked staff to confirm whether arborist reports were provided to the residents on Macneil Street regarding their tree concerns.

Director of Public Works, Johnson, responded and confirmed that residents on Macneil Street with tree concerns were sent a letter along with the arborist's report. He also mentioned that the same materials would be personally delivered to their homes.

ADJOURNMENT (10:45 p.m.)

Mayor Rodriguez adjourned the meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the May 6, 2024, Regular meeting and approved by the San Fernando City Council on _____.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL**

**MINUTES
SPECIAL MEETING – 5:15 P.M.
REGULAR MEETING – 6:00 P.M.
MONDAY, AUGUST 19, 2024**

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

**COUNCILMEMBER MARY SOLORIO
REMOTE TELECONFERENCE LOCATION
1425 HOLLISTER STREET
SAN FERNANDO, CA 91340**

CALL TO ORDER/ROLL CALL – SPECIAL MEETING 5:15 P.M. (CLOSED SESSION)

Mayor Celeste T. Rodriguez called the Special Meeting to order at 5:16 p.m.

Present:

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

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, and Director of Administrative Services Erica D. Melton

Absent: Councilmember Mary Solorio

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:15 P.M.)

By consensus, Councilmembers recessed to Closed Session.

A) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – EXISTING LITIGATION**

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Case Name: Rafael Solis v. City of San Fernando, et al.
USDC Case No.: 2:24-cv-637 JLS (MAAx)

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

Designated City Negotiators: City Manager Nick Kimball
Employees and Employee Bargaining Units:
San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees’ Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-Time Employees’ Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

C) 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

City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on August 19, 2024, at 5:15 p.m.

ADJOURNMENT (6:07 p.m.)

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

CALL TO ORDER/ROLL CALL – REGULAR MEETING 6:00 P.M. (OPEN SESSION)

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

Present: Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza and Councilmembers Joel Fajardo, and Victoria Garcia

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Administrative Services Erica Melton, Director of Public Works Wendell Johnson, Director of Recreation and Community Services Julio Salcedo and City Clerk Julia Fritz

Absent: Councilmember Mary Solorio

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TELECONFERENCING REQUESTS/DISCLOSURE None

APPROVAL OF AGENDA

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

It was noted Council Fajardo left the dais at 6:07 p.m. and returned at 7:00 p.m.

PRESENTATIONS

- A. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO COMMANDER IRWIN ROSENBERG FOR HIS SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY

The City Council recessed the meeting at 6:41 p.m. and reconvened at 7:00 p.m. with Councilmember Solorio absent.

- B. INTRODUCTION OF NEW EMPLOYEES

PUBLIC STATEMENTS

It was noted that a written public statement was submitted by Elsa Visalle of Flowers and Crafts Supplies.

The following submitted speaker cards and were called but was not in attendance:

Roxana Canjura
Maria Isabel
Martina Morua

CONSENT CALENDAR

Mayor Rodriguez requested to consider Consent Item No. 7 separately.

Motion by Mayor Rodriguez, seconded by Councilmember Garcia to approve the Consent Calendar 1 through 6 and 8 through 10:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. March 18, 2024 – Regular
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY’S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM FOR FISCAL YEAR 2024-2025

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MINUTES –Special and Regular Meeting August 19, 2024

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- 4) CONSIDERATION TO APPROVE THE PURCHASE AND OUTFITTING OF A TESLA MODEL Y ELECTRIC POLICE VEHICLE FOR PATROL USE AND DIRECTED TRAFFIC ENFORCEMENT EFFORTS
 - 5) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH CARRIER CORPORATION THROUGH SOURCEWELL FOR HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM UPGRADES AT LAS PALMAS PARK
 - 6) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNR BELCO ELECTRIC, INC. FOR THE CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT
 - 8) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF A NOTICE OF COMPLETION FOR THE HVAC UPGRADES AT THE POLICE DEPARTMENT
 - 9) DISCUSSION CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST SAFE BUILT COMPANY FOR ADDITIONAL ON-CALL SERVICES
 - 10) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE CENTER BY LENDISTRY PROGRAMS AND EVENTS RELATING TO THE ECONOMIC RECOVERY CORPS FELLOW AND USE OF THE CITY SEAL

The motion carried, with Councilmember Solorio absent.

Vice Mayor Mendoza noted she would be recusing herself from Item No. 7 due to the distance of the project to her residence and left the dais at 7:10 p.m.

- 7) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO TREEPEOPLE FOR PROJECT MANAGEMENT, PROJECT REPORTING, GRANT COORDINATION, COMMUNITY ENGAGEMENT, AND LANDSCAPE PLANTING AND ESTABLISHMENT FOR THE CARLISLE GREEN ALLEY PROJECT

By consensus, the City Council directed staff to return to the next Council meeting with additional information regarding outreach efforts, provide next steps, timeframe, and a maintenance plan for project upkeep.

Vice Mayor Mendoza returned to the dais at 7:34 p.m.

ADMINISTRATIVE REPORTS

- 11) DISCUSSION AND CONSIDERATION TO APPROVE A SECOND READING AND ADOPT ORDINANCE NO. 1727 AMENDING THE SAN FERNANDO MUNICIPAL CODE SECTION 2-908 DEFINITIONS AND SECTION 2-909, ARTICLE VII OF CHAPTER 2 TO INCREASE LOCAL CAMPAIGN CONTRIBUTION LIMITS FROM \$500 TO \$1,000 AND MODIFYING PROVISIONS FOR FUTURE CONSUMER PRICE INDEX ADJUSTMENTS TO THE SAME

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

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Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to adopt Ordinance No. 1727 that was introduced for first reading at the City Council meeting of August 5, 2024, in title only and waive further reading, amending the San Fernando Municipal Code Sections 2-908 (Definitions) and Section 2-909 (Contribution Limitations) of Article VII (Campaign Reform) of Chapter 2 (Administration) to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and modifying provisions relating to future Consumer Price Index adjustments to the same.” The motion passed by the following vote:

Roll Call

Ayes: Garcia, Fajardo, Mendoza - 3
Nays: Rodriguez - 1
Absent: Solorio - 1
Abstained: None

12) DISCUSSION REGARDING A COMMUNITY PRESERVATION COMMERCIAL PROPERTY EDUCATION PROGRAM

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

By consensus, the City Council directed staff to refine the postcard with an emphasis on trash in parking lots; vacant lot maintenance enforcement and clarify what SF Municipal Codes are being cited.

13) PRESENTATION OF THE CITY’S UPDATED 5-YEAR PAVEMENT MANAGEMENT PROGRAM

Director of Public Works Wendell Johnson and GMU Representatives presented the staff report and responded to Councilmember questions.

City Council received and filed a report on the updated Pavement Management Program.

14) DISCUSSION AND CONSIDERATION TO APPROVE AN ALTERNATE DATE FOR THE SAN FERNANDO VALLEY MILE RUN/WALK EVENT

Director of Recreation and Community Services Julio Salcedo presented the staff report and responded to Councilmember questions.

By consensus, the City Council directed staff to proceed with plans to hold the event on March 1 and to potentially include a family health and fitness expo.

15) DISCUSSION ON TIMELINE AND UPDATES OF CITY COUNCIL APPROVED PROJECTS

Councilmember Victoria Garcia presented the staff report.

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By consensus, the City Council directed staff to add a recurring report to the Consent Calendar of the agenda that includes status updates on Council priorities, approved budget enhancements, and direction provided at prior City Council meetings. Additionally, it should include the San Fernando app work order requests as an attachment and to discontinue providing the quarterly look-ahead report.

16) DISCUSSION REGARDING ALLOCATING \$50,000 FROM THE GENERAL FUND FOR POLICE DEPARTMENT OVERTIME TO ADDRESS RECENT CRIMINAL ACTIVITY

Vice Mayor Mary Mendoza presented the staff report.

Motion by Vice Mayor Mendoza, seconded by Councilmember Fajardo to bring back approval of a budget resolution allocating \$50,000 to the next Council meeting.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz reported that the Nomination Period closed and that there are five certified City Councilmember candidates running in the City’s November 5, 2024 General Election.

Director of Recreation and Community Services Salcedo spoke about National Senior Citizen Day and commented on the summer’s final Concerts in the Park event.

Director of Public Works Johnson mentioned communication challenges with staff, emphasizing the need to improve in order to better serve the community.

Director of Community Development Ramirez commented that Public Works staff presented information on the Tree Commission and draft Standard Operating Procedures for tree removal at the August 12 Planning and Preservation Commission meeting and noted that the Commission would be discussing the City’s mixed-use overlay and the proposed landscape ordinance at its meeting on September 9, 2024. Lastly, Ms. Ramirez mentioned instructional videos were created in both English and Spanish on how to use the Online Permit Counter.

Director of Administrative Services Melton had no updates to report.

Police Chief Fabian Valdez announced that the police department will be holding a DUI checkpoint and commented on deployment of a saturation patrol over the Labor Day weekend.

City Manager Nick Kimball spoke about staff resources and thanked the City Council for a productive meeting.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo mentioned bringing back information on an update regarding the actuarial report on pension obligations, commented on staffing levels, city programming and requested that a link to the agenda packet be added to the email notification about the upcoming City Council meeting.

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Councilmember Garcia expressed thanks to staff for their work and to her colleagues for a productive meeting.

Vice Mayor Mendoza mentioned she attended her 50th high school class reunion and attended the Tucint Youth Empowerment Cohort event held at Las Palmas Park and expressed thanks to staff for their work.

Mayor Rodriguez requested to adjourn the meeting in memory of Dylan Jones and extended condolences to the Jones family.

ADJOURNMENT (9:36 p.m.)

Mayor Rodriguez adjourned the meeting to the regular meeting of September 3, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the August 19, 2024, Regular meeting and approved by the San Fernando City Council at the meeting of _____.

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, Administrative Services

Date: September 3, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-091 (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. 24-091, including:
 - Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 24-091

**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. 24-091**

**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 3rd day of September 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. 24-091, 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 3rd day of September, 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 September, 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
237148	9/3/2024	894847 99 CLEANERS	D140536(M)		DRY CLEANING SERVICES 004-2380	93.00
					Total :	93.00
237149	9/3/2024	891587 ABLE MAILING INC.	39495		WATER ENVELOPE STORAGE FEE-JUL 070-382-0000-4300	15.00
			39496		072-360-0000-4300	15.00
				13205	MAILING AND FULFILLMENT SERVICES 070-382-0000-4300	133.09
				13205	072-360-0000-4300	133.09
					Total :	296.18
237150	9/3/2024	892271 ALL STAR ELITE SPORTS	4409		SPORTS UNIFORMS & STAFF UNIFORM 017-420-1362-4300	1,951.32
				12982		
					Total :	1,951.32
237151	9/3/2024	100143 ALONSO, SERGIO	JULY 2024		MMAP INSTRUCTOR 109-424-3614-4260	1,470.00
				13077	108-424-3694-4260	1,820.00
				13077		
					Total :	3,290.00
237152	9/3/2024	100165 AMERICAN WATER WORKS, INC.	36500		VEHICLE MAINT-CE8007 041-320-0152-4400	272.66
					Total :	272.66
237153	9/3/2024	894671 ASET TRAINING	0088		ADULT CORRECTIONS OFFICER COUF 001-225-3688-4360	3,506.25
					Total :	3,506.25
237154	9/3/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-AUG 2024 001-222-0000-4220	244.62
					Total :	244.62
237155	9/3/2024	889037 AT&T MOBILITY	287277903027X0808202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	138.69
					Total :	138.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237156	9/3/2024	892412 AT&T MOBILITY	287297930559X0810202		MDT MODEMS-PD UNITS-JULY 2024 001-222-0000-4220	1,024.78
					Total :	1,024.78
237157	9/3/2024	893013 AYSON, LEILANI	AUG 2024		INCLUSIVE ZUMBA INSTRUCTOR 017-420-1337-4260	210.00
				13209		
					Total :	210.00
237158	9/3/2024	889913 BALLIN, SYLVIA	AUG 2024		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
					Total :	100.00
237159	9/3/2024	892784 BARAJAS, MARIA BERENICE	AUG 2024		TOTAL BODY CONDITIONING CLASS IN 017-420-1337-4260	882.00
				13210		
					Total :	882.00
237160	9/3/2024	888800 BUSINESS CARD	071124		LUNCH-MANAGEMENT STAFF-STRATE 001-105-0000-4270	195.55
			073024		PARKING FEE-STRATEGIC PLANNING I 001-105-0000-4380	9.00
			073024		OFFICE CHAIR 001-101-0000-4500	98.12
			073024-2		OFFICE CHAIRS RETURNED 001-101-0000-4500	-440.90
			081224		DANCE FLOOR RENTAL-SUMMER CON 001-424-0000-4260	1,306.34
			081224-1		VIDEO CONF ANNUAL SUBSCRIPTION 121-135-3689-4260	159.90
			081224-2		VIDEO CONF ANNUAL SUBSCRIPTION 121-135-3689-4260	159.90
			081524		RGSTR-APA CALIFORNIA 2024 CONFEE 001-150-0000-4370	535.00
			081524		MEMBERSHIP DUES 001-420-0000-4370	125.00
			081624		DANCE FLOOR RENTAL-SUMMER CON 001-424-0000-4260	1,174.71
			081824		SENIOR DANCE DECORATIONS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237160	9/3/2024	888800 BUSINESS CARD	(Continued)			
			081924		004-2346 COMPUTER MONITOR 001-133-0000-4300	130.00 247.54
			082024		DINNER-CC MTG 08/19/24 001-101-0000-4300	178.76
			082224		LABEL MACHINE TZ TAPE 001-150-0000-4300	18.73
			082224		RGSTR-APA CALIFORNIA 2024 CONFES 001-150-0000-4370	750.00
					Total :	4,647.65
237161	9/3/2024	888800 BUSINESS CARD	080924		LODGING-SLI TRAINING IN FOLSOM OI 001-225-0000-4360	320.77
			080924-1		LODGING-SLI TRAINING ON 08/04-08/0: 001-225-0000-4360	734.19
			080924-2		CREDIT 001-225-0000-4360	-15.00
			081224		LODGING-CSI/FE COURSE ON 08/11-08 001-222-0000-4360	868.30
			081224-2		LODGING-CSI/FE COURSE ON 08/04-08 001-222-0000-4360	938.70
			081924		PARKING FEE-CSI/FE COURSE ON 001-222-0000-4360	30.00
			082124		PARKING FEE-CSI/FE COURSE ON 001-222-0000-4360	20.00
					Total :	2,896.96
237162	9/3/2024	894843 CALIFORNIA MUNICIPAL	24080902		DIRECT & OVERLAPPING DEBT STATEI 001-130-0000-4270	550.00
					Total :	550.00
237163	9/3/2024	888640 CALIFORNIA WATER ENVIRONMENT	ID: 432094		MEMBERSHIP DUES 072-360-0000-4360	239.00
					Total :	239.00
237164	9/3/2024	887264 CALPERS	100000017645386		GASB-68 REPORTS & SCHEDULE FEEI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237164	9/3/2024	887264 CALPERS	(Continued)			
					018-190-0000-4450	2,450.00
					Total :	2,450.00
237165	9/3/2024	892464 CANON FINANCIAL SERVICES, INC	34251505	13206	FY 2024-2025 CANON COPIER LEASE-# 001-135-0000-4260	2,005.79
					Total :	2,005.79
237166	9/3/2024	892465 CANON SOLUTIONS AMERICA, INC.	6008896381	13211	FY 2024-2025 CANON MAINTENANCE 8 001-135-0000-4260	394.81
			6008982124	13211	FY 2024-2025 CANON MAINTENANCE 8 001-135-0000-4260	1,878.16
					Total :	2,272.97
237167	9/3/2024	894600 CARGILL, INCORPORATED	2909714723	13240	NSF CERTIFIED BULK SALT FOR THE II 070-384-0000-4300	7,180.48
			2909725682	13240	NSF CERTIFIED BULK SALT FOR THE II 070-384-0000-4300	6,093.57
			2909733471	13240	NSF CERTIFIED BULK SALT FOR THE II 070-384-0000-4300	5,663.79
			2909811898	13240	NSF CERTIFIED BULK SALT FOR THE II 070-384-0000-4300	5,880.65
			2909828612	13240	NSF CERTIFIED BULK SALT FOR THE II 070-384-0000-4300	6,066.17
			2909879641	13240	NSF CERTIFIED BULK SALT FOR THE II 070-384-0000-4300	6,043.16
					Total :	36,927.82
237168	9/3/2024	894815 CHAIDEZ, SOCORRO	845727		FACILITY RENTAL DEP REFUND 001-2220	165.00
					Total :	165.00
237169	9/3/2024	894010 CHARTER COMMUNICATIONS	0283057080524		LP PARK CABLE SRV-08/05-09/04 001-420-0000-4260	279.33
			187701601080124		PW CABLE SRVS-08/05-09/04 043-390-0000-4260	172.81
			187701701080124		CITY HALL CABLE SRV-08/05-09/04	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237169	9/3/2024	894010 CHARTER COMMUNICATIONS	(Continued)			
			187701801080724		001-190-0000-4220 INTERNET SERVICES-08/10-09/09	189.83
			187702401080724		001-190-0000-4220 RCS PARK CABLE SRVS-08/10-09/09	2,238.40
					001-420-0000-4260	347.12
					Total :	3,227.49
237170	9/3/2024	100713 CITY OF GLENDALE	3027		WATER MASTER-ULARA (OCT'23-DEC'2	
			3029		070-381-0000-4450	4,955.84
					WATER MASTER-ULARA (JAN'24-MAR'2	
					070-381-0000-4450	6,292.81
					Total :	11,248.65
237171	9/3/2024	103029 CITY OF SAN FERNANDO	6471-6549		REIMB. TO WORKERS COMP ACCT	
					006-1038	28,061.20
					Total :	28,061.20
237172	9/3/2024	894810 CLARKE, CHRISTOPHER	AUG 2024	13212	UKULELE CLASS INSTRUCTOR	
					017-420-1339-4260	168.00
					Total :	168.00
237173	9/3/2024	894438 CLEVELAND, KYLE	TRAVEL-1		PER DIEM-ICI COURSE ON 08/19-08/23	
			TRAVEL-2		001-224-0000-4360	75.00
					PER DIEM-ICI COURSE ON 08/26-08/30	
					001-224-0000-4360	75.00
					Total :	150.00
237174	9/3/2024	101982 COUNTY OF LOS ANGELES	FY24/25		FY23/24 SFVCOG DUES	
					001-190-0000-4380	12,500.00
					Total :	12,500.00
237175	9/3/2024	102003 COUNTY OF LOS ANGELES	RE-PW-24081300357	13050	INDUSTRIAL WASTE CHARGES	
					072-360-0000-4450	7,005.28
					Total :	7,005.28
237176	9/3/2024	100491 CPS HR CONSULTING	TR-INV003591		TESTING MATERIALS-911 DISPATCHER	
					001-133-0000-4270	704.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237176	9/3/2024	100491 100491 CPS HR CONSULTING	(Continued)			
					Total :	704.00
237177	9/3/2024	893904 CRICKET CONSULTING	1501	13225	SCADA PROGRAMMING, EQUIP., INSTA	
			1502	13225	070-384-0000-4260	4,789.50
			1513	13225	SCADA PROGRAMMING, EQUIP., INSTA	
					070-384-0000-4260	997.10
					Total :	6,266.60
237178	9/3/2024	889794 CUELLAR, JULIE	AUG 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	100.00
237179	9/3/2024	893114 DE LA PENNA, RICHARD	REIMB.-1		CWEA ASSOC MEMBERSHIP DUES	
					072-360-0000-4360	239.00
					Total :	239.00
237180	9/3/2024	894082 ELIAS, LILIA LETICIA	SEPT 2024		SENIOR DANCE CLEAN UP SERVICE-0	
					004-2380	208.00
					Total :	208.00
237181	9/3/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800058634	13226	FULL-SERVICE ENVIRONMENTAL CITY	
					070-384-0000-4260	5,390.00
					Total :	5,390.00
237182	9/3/2024	894460 FLORES, ERIK	REIMB.		CWEA ASSOC MEMBERSHIP DUES	
					072-360-0000-4360	239.00
					Total :	239.00
237183	9/3/2024	894334 FRIEND, ERICA	AUG 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	100.00
237184	9/3/2024	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
			209-150-5250-081292		001-222-0000-4220	541.74
					RADIO REPEATER	
					001-222-0000-4220	43.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237184	9/3/2024	892198 FRONTIER COMMUNICATIONS	(Continued) 209-151-4941-102990		POLICE PAGING 001-222-0000-4220	53.51
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	57.40
			209-151-4943-081292		RADIO REPEATER 001-222-0000-4220	43.23
			209-188-4362-031792		POLICE PHONE LINES 001-222-0000-4220	980.53
			209-188-4363-031892		VARIOUS PHONE LINES 001-190-0000-4220	105.35
					070-384-0000-4220	356.91
					001-420-0000-4220	264.35
			818-361-0901-051499		SEWER FLOW MONITORING 072-360-0000-4220	75.20
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINES 007-440-0441-4220	64.24
					001-190-0000-4220	128.48
			818-361-2472031415		PW PHONE LINE 070-384-0000-4220	599.97
			818-361-3958-091407		CNG STATION 074-320-0000-4220	56.95
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM 001-420-0000-4220	75.44
			818-365-0007-060223		EOC PHONE LINES 001-222-0000-4220	453.82
			818-365-0026-071223		PD NON EMERGENCY PHONE LINE 001-222-0000-4220	412.50
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	45.43
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220	58.55
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	387.31
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220	45.43
			818-838-1841-112596		ENGINEERING FAX MODEM	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237184	9/3/2024	892198 FRONTIER COMMUNICATIONS	(Continued) 818-898-7385-033105		001-310-0000-4220 LP PARK FAX LINE 001-420-0000-4220	46.62 49.50 Total : 4,945.69
237185	9/3/2024	893953 GALE, PAUL JOHN	AUG 2024	13231	SHOTOKAN KARATE CLASSES 017-420-1326-4260	157.50
			JULY 2024	13231	SHOTOKAN KARATE CLASSES 017-420-1326-4260	157.50
					Total : 315.00	
237186	9/3/2024	894008 GMU PAVEMENT ENGINEERING	66072	13091	ON CALL PAVEMENT DESIGN SERVICE 008-311-0560-4600	11,316.50
					Total : 11,316.50	
237187	9/3/2024	101376 GRAINGER, INC.	9914324661	12916	PURCH. OF TWO(2) GENERAC INDUST 010-390-3648-4500	85,127.62
			9948281283	12916	PURCH. OF TWO(2) GENERAC INDUST 010-390-3648-4500	85,127.62
					Total : 170,255.24	
237188	9/3/2024	101434 GUZMAN, JESUS ALBERTO	JULY 2024	13067	MMAP INSTRUCTOR 108-424-3694-4260	1,600.00
					Total : 1,600.00	
237189	9/3/2024	101512 HDL, COREN & CONE	SIN041374	13242	CONTRACT SERVICES - PROPERTY TA 001-130-0000-4270	1,845.68
					Total : 1,845.68	
237190	9/3/2024	893817 HERNANDEZ MOLINA, MARIO ALBERTO	JULY 2024	13079	MMAP INSTRUCTOR MARIO HERNANDEZ 108-424-3694-4260	720.00
					Total : 720.00	
237191	9/3/2024	894850 HILL, MASON	TRAVEL		PER DIEM-TRAFFIC COLLISION INVESTIGATION 001-225-0000-4360	140.00
					Total : 140.00	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237192	9/3/2024	101583 ICMA	912714		MEMBERSHIP RENEWAL 001-133-0000-4370	200.00
Total :						200.00
237193	9/3/2024	101971 L.A. MUNICIPAL SERVICES	494-750-1000 500-750-1000 594-750-1000 657-750-1000 757-750-1000 993-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-14060 SAYRE 070-384-0000-4210 WATER-14060 SAYRE 070-384-0000-4210 WATER-13003 BORDEN 070-384-0000-4210	122.13 104.50 6,524.64 12,824.24 84.56 342.09
Total :						20,002.16
237194	9/3/2024	101848 LANGUAGE LINE SERVICES	11364680		TRANSLATION SERVICES 001-222-0000-4260	8.46
Total :						8.46
237195	9/3/2024	101852 LARRY & JOE'S PLUMBING	2292585-0001-02 2292654-0001-02 2293538-0001-02 2293551-0001-02 292505-0001-02		MISC SUPPLIES 070-383-0000-4310 MISC SUPPLIES 070-383-0000-4310 MISC SUPPLIES 043-390-0000-4310 MISC SUPPLIES 043-390-0000-4310 MISC SUPPLIES 070-383-0000-4310	232.80 101.00 425.48 141.30 365.01
Total :						1,265.59
237196	9/3/2024	893218 LAZARO, ERNESTO	JULY 2024	13100	MMAP INSTRUCTOR 108-424-3694-4260	720.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237196	9/3/2024	893218 893218 LAZARO, ERNESTO	(Continued)			720.00
Total :						720.00
237197	9/3/2024	894319 LENCHITAS TORTILLERIA	081824		TAMALES-SENIOR CLUB DANCE 004-2380	255.00
Total :						255.00
237198	9/3/2024	893063 LEON, MIGUEL	REIMB.		REIMB-SENIOR CLUB ACTIVITIES 004-2380	139.30
Total :						139.30
237199	9/3/2024	894729 LOPEZ, CHRISTOPHER	REIMB.		LUNCH & PARKING FEE-FTO TRAINING 001-225-0000-4360	86.99
Total :						86.99
237200	9/3/2024	101974 LOS ANGELES COUNTY	JULY 2024	13245	ANIMAL CARE & CONTROL SERVICES 001-190-0000-4260	14,441.85
Total :						14,441.85
237201	9/3/2024	894400 MARIPOSA ECO CONSULTING	SFIWMP-3	12920	PREP OF CITY'S IMPLEMENTATION WA 110-350-0869-4260	1,440.00
Total :						1,440.00
237202	9/3/2024	893397 MARQUEZ, ANGELINA	842425		FACILITY RENTAL DEP REFUND 001-2220	165.00
Total :						165.00
237203	9/3/2024	890480 MARTINEZ, CECILIA	AUG 2024		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
Total :						100.00
237204	9/3/2024	102125 MARTINEZ, MARLENE	TRAVEL-1 TRAVEL-2		PER DIEM-CSI/FET TRAINING ON 001-224-0000-4360 PER DIEM-CSI/FET TRAINING ON 001-224-0000-4360	314.54 314.54
Total :						629.08
237205	9/3/2024	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	38.60

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237205	9/3/2024	888242 888242 MCI COMM SERVICE	(Continued)			Total : 38.60
237206	9/3/2024	893200 MCKESSON MEDICAL-SURGICAL	22445925		MEDICAL SUPPLIES 001-225-0000-4350	48.28 Total : 48.28
237207	9/3/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	127.87 Total : 127.87
237208	9/3/2024	102410 NORTHRIDGE HOSPITAL MEDICAL	30724B 731724		SART EXAM 001-224-0000-4270 SART EXAM 001-224-0000-4270	763.00 1,890.00 Total : 2,653.00
237209	9/3/2024	102423 OCCU-MED, INC.	0824901		PRE-EMPLOYMENT PHYSICALS 001-133-0000-4260	2,478.00 Total : 2,478.00
237210	9/3/2024	894100 ODP BUSINESS SOLUTIONS , LLC	373472400001 376001396001 377783639001 377787224001 377895959001 377915398001 378088500001 378459684001		OFFICE SUPPLIES 001-130-0000-4300 OFFICE SUPPLIES 001-420-0000-4300 OFFICE SUPPLIES 001-152-0000-4300 OFFICE SUPPLIES 041-320-0000-4300 070-381-0000-4300 OFFICE SUPPLIES 070-381-0000-4300 OFFICE SUPPLIES 001-133-0000-4300 OFFICE SUPPLIES 001-133-0000-4300 OFFICE SUPPLIES 001-310-0000-4300	182.55 103.61 32.62 63.15 63.16 7.52 55.02 817.91 207.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237210	9/3/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued) 378460195001 378672866001 378673754001 379511391001 379513331001 380491112001 380491173001 380604321001 381299480001		OFFICE SUPPLIES 001-310-0000-4300 OFFICE SUPPLIES 070-381-0000-4300 043-390-0000-4300 OFFICE SUPPLIES 070-381-0000-4300 043-390-0000-4300 OFFICE SUPPLIES 001-310-0000-4300 OFFICE SUPPLIES 001-310-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 TONERS 001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300	39.91 97.44 97.43 36.04 36.03 65.22 72.53 45.92 72.90 345.39 128.24 Total : 2,570.07
237211	9/3/2024	894057 PAPER CUTS, INC.	0462774		ONSITE RECORDS DESTRUCTION SEF 001-222-0000-4300 001-130-0000-4300 001-420-0000-4260 001-115-0000-4300	190.00 152.35 21.76 10.89 Total : 375.00
237212	9/3/2024	894186 PAT-CHEM LABORATORIES	3110654 3120854 4050580 4050581	13236 13236 13236	ENVIRONMENTAL CITY OF SF DRINKIN 070-381-0000-4260 ENVIRONMENTAL CITY OF SF DRINKIN 070-381-0000-4260 ENVIRONMENTAL CITY OF SF DRINKIN 070-381-0000-4260 ENVIRONMENTAL CITY OF SF DRINKIN	114.00 65.00 399.00

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237212	9/3/2024	894186 PAT-CHEM LABORATORIES	(Continued)			
			4050582	13236	070-381-0000-4260	57.00
			4050628	13236	ENVIRONMENTAL CITY OF SF DRINKIN	228.00
			4050642	13236	070-381-0000-4260	285.00
			4050777	13236	ENVIRONMENTAL CITY OF SF DRINKIN	171.00
				13236	070-381-0000-4260	28.00
					Total :	1,347.00
237213	9/3/2024	890324 PEREZ MONTELONGO, JUAN	070824		YOUTH BASKETBALL REFEREE SERVI	
				13233	017-420-1328-4260	3,627.00
					Total :	3,627.00
237214	9/3/2024	894844 PINEDA, MARLENY	846201		RENTAL CANCELLATION REFUND	
					001-3777-0000	348.00
					Total :	348.00
237215	9/3/2024	102688 PROFESSIONAL PRINTING CENTERS	22591		WATER DELINQUENCY ENVELOPES	
					070-382-0000-4300	98.68
					072-360-0000-4300	98.67
					Total :	197.35
237216	9/3/2024	890536 PRUDENTIAL OVERALL SUPPLY	11009960		PW UNIFORMS	
					001-310-0000-4300	133.86
					Total :	133.86
237217	9/3/2024	890004 PTS	2125533		PD PAY PHONE-SEPT 2024	
					001-190-0000-4220	202.40
					Total :	202.40
237218	9/3/2024	893553 QUADIENT LEASING USA, INC	Q1402793		POSTAGE MACHINE QUARTERLY LEAS	
				13246	001-190-0000-4280	1,331.41
					Total :	1,331.41
237219	9/3/2024	102738 QUINTERO ESCAMILLA, VIOLETA	AUG 2024		SENIOR MUSIC CLASS INSTRUCTOR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237219	9/3/2024	102738 QUINTERO ESCAMILLA, VIOLETA	(Continued)			
				13217	017-420-1323-4260	880.00
					Total :	880.00
237220	9/3/2024	894846 REYNOSO, MARIBEL	844312		FACILITY RENTAL DEP REFUND	
					001-2220	165.00
					Total :	165.00
237221	9/3/2024	102855 RIO HONDO COLLEGE	X24-160-ZSFN		FTO TRAINING	
					001-225-0000-4360	178.00
					Total :	178.00
237222	9/3/2024	894628 RIVAS, SEAN MICHAEL	AUG 2024		COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
					Total :	100.00
237223	9/3/2024	894849 RIVERA, CARLOS J.	REIMB.-1		T-2 DRINKING WATER CERT RENEWAL	
			REIMB.-2		070-384-0000-4360	160.00
					D2 WATER DIST CERT RENEWAL	
					070-384-0000-4360	160.00
					Total :	320.00
237224	9/3/2024	892856 SALAS, JUAN	REIMB.		ITEMS FOR VARIOUS EVENTS	
					004-2346	64.52
					004-2380	180.04
					Total :	244.56
237225	9/3/2024	103057 SAN FERNANDO VALLEY SUN	12334		PUBLICATION-1ST READING-ORD 1727	
			12336		001-115-0000-4230	67.50
					RFP - MENTAL HEALTH CLINICIAN SER	
					001-115-0000-4230	77.63
					Total :	145.13
237226	9/3/2024	102967 SCOTT FAZEKAS & ASSOCIATES INC	22946		PLAN CHECK SERVICES	
			22952		001-2698	2,422.10
					PLAN CHECK SERVICES	
					001-2698	112.50

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237226	9/3/2024	102967 102967 SCOTT FAZEKAS & ASSOCIATES INC	(Continued)			Total : 2,534.60
237227	9/3/2024	892619 SIMONZAD, BENNY	REIMB.		TUITION REIMB-HR MANAGEMENT CO	710.00
			TRAVEL-2		001-225-0000-4365 PER DIEM-SLI TRAINING ON 09/09-09/1	135.00
					001-225-0000-4360	Total : 845.00
237228	9/3/2024	103184 SMART & FINAL	0093		ITEMS FOR SR BEACH DAY PARTY ON	54.65
			0179		004-2346 ITEMS FOR RETIREMENT LUNCHEON	89.15
			0352		001-222-0000-4300 CALLES VERDES EVENT	43.56
					001-310-0000-4300	Total : 187.36
237229	9/3/2024	894527 SOLARES, EDUARDO	0169		SHAVED ICE SERVICE-CITY'S BDAY	1,010.00
					001-423-0000-4260	Total : 1,010.00
237230	9/3/2024	894436 SOLORIO, FRANCISCO JAVIER	AUG 2024		COMMISSIONER'S STIPEND	100.00
					001-150-0000-4111	Total : 100.00
237231	9/3/2024	894311 SPECTRUMVOIP	405324		CITYWIDE LONG DISTANCE VOIP	191.80
					001-190-0000-4220	Total : 191.80
237232	9/3/2024	894275 STAPLES, INC.	7001569951		BREAK ROOM SUPPLIES	124.43
					001-190-0000-4300	Total : 124.43
237233	9/3/2024	894649 STERLING ADMINISTRATION	796741		ADMINISTRATIVE FEE: JULY 2024	50.00
					001-133-0000-4260	Total : 50.00
237234	9/3/2024	103205 THE GAS COMPANY	084-220-3249-3		GAS-505 S HUNTINGTON	32.23
					043-390-0000-4210	

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237234	9/3/2024	103205 103205 THE GAS COMPANY	(Continued)			Total : 32.23
237235	9/3/2024	101528 THE HOME DEPOT CRC	1623608		MATL'S FOR REPAIRS-GLENOAKS ST L	269.52
			2974562		027-344-0000-4300 SALT BAGS FOR OSG SYSTEM-WELL 2	1,860.66
			2974564		070-384-0000-4300 SALT BAGS FOR OSG SYSTEM-WELL 2	1,860.66
			3013169		070-384-0000-4300 MATL'S FOR CURB REPAIR	16.18
			6102065		001-311-0000-4300 SUPPLIES FOR WELL SITES	921.60
			6523042		070-384-0000-4310 MATL'S FOR REPAIRS-COMM ROOM	234.10
					043-390-0000-4300	Total : 5,162.72
237236	9/3/2024	894052 THE LANGUAGE PROS, INC.	1826	13219	INTERPRETATION AND TRANSLATION :	920.25
			1830	13219	001-101-0000-4270 INTERPRETATION AND TRANSLATION :	184.38
			1834	13219	001-101-0000-4270 INTERPRETATION AND TRANSLATION :	810.00
					001-101-0000-4270	Total : 1,914.63
237237	9/3/2024	887322 THE NATIONAL ARBOR DAY	88-0797-3348		FY24-25 MEMBERSHIP RENEWAL	15.00
					001-310-0000-4380	Total : 15.00
237238	9/3/2024	890833 THOMSON REUTERS	850549926		DETECTIVE INVESTIGATIVE SOFTWARE	304.21
					001-135-0000-4260	Total : 304.21
237239	9/3/2024	894615 TIER ONE MECHANICAL INC.	920005748		PD JAIL CELL REPAIRS	1,802.53
					043-390-0000-4300	Total : 1,802.53
237240	9/3/2024	892525 T-MOBILE USA	9573901853		TOWER DUMP	50.00
					001-222-0000-4270	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237240	9/3/2024	892525 892525 T-MOBILE USA	(Continued)			Total : 50.00
237241	9/3/2024	103413 TRANS UNION LLC	07403472		CREDIT CHECK SERVICES 001-222-0000-4260	85.00 Total : 85.00
237242	9/3/2024	892853 TREE PEOPLE	7	12843	URBAN FOREST MANAGEMENT PLAN 110-346-0838-4270	48,592.12 Total : 48,592.12
237243	9/3/2024	894845 TRUJILLO, MARISSA	845028		FACILITY RENTAL DEP REFUND 001-2220	165.00 Total : 165.00
237244	9/3/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		REIMB TO POSTAGE MACHINE 001-190-0000-4280	1,500.00 Total : 1,500.00
237245	9/3/2024	103463 U.S. POSTMASTER	AUG 2024		POSTAGE-AUG UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	718.12 718.11 Total : 1,436.23
237246	9/3/2024	894328 VALDEZ, FABIAN	TRAVEL		PER DIEM-EXECUTIVE DEVEL. COURSE 001-222-0000-4360	225.00 Total : 225.00
237247	9/3/2024	889644 VERIZON BUSINESS	589401		LONG DISTANCE SERVICES 001-190-0000-4220	55.68
			589402		LONG DISTANCE SERVICES 070-384-0000-4220	16.71
			589403		LONG DISTANCE SERVICES 001-190-0000-4220	27.92
			589404		LONG DISTANCE SERVICES 001-222-0000-4220	61.76
			589405		LONG DISTANCE SERVICES 070-384-0000-4220	11.14
			589406		LONG DISTANCE SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237247	9/3/2024	889644 VERIZON BUSINESS	(Continued)			
			589911		001-420-0000-4220 LONG DISTANCE SERVICES	16.98
			589922		001-310-0000-4220 LONG DISTANCE SERVICES	5.57
					001-190-0000-4220	61.35
						Total : 257.11
237248	9/3/2024	891531 WILLDAN ENGINEERING	00339333R	13011	NPDES CONSULTING SERVICES 023-311-0000-4270	4,233.04 Total : 4,233.04
237249	9/3/2024	894164 YUNEX LLC	5610002813	13041	ON-CALL TRAFFIC SIGNAL REPAIRS & 001-370-0301-4300	7,337.00 Total : 7,337.00
102 Vouchers for bank code : bank3						Bank total : 466,028.99
102 Vouchers in this report						Total vouchers : 466,028.99

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237142	8/15/2024	891860 CARL WARREN & COMPANY	20609-20642		REIMB. TO ITF ACCT (LIABILITY CLAIM: 006-1037	46,731.58	
Total :						46,731.58	
1 Vouchers for bank code :		bank3				Bank total :	46,731.58
1 Vouchers in this report					Total vouchers :	46,731.58	

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-091

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237143	8/16/2024	102148 METROPOLITAN WATER DISTRICT	11511		WATER CAPACITY CHARGE-MAY 2024 070-384-0000-4430	4,946.67
			11541		WATER CAPACITY CHARGE-JUNE 2024 070-384-0000-4430	4,946.67
					Total :	9,893.34
237144	8/16/2024	894825 NEW ECONOMICS FOR WOMEN	1		FINANCIAL LITERACY PROGRAM: WOI	16,789.50
				13235	026-420-7533-4270	16,789.50
					Total :	16,789.50
2 Vouchers for bank code : bank3						Bank total : 26,682.84
2 Vouchers in this report						Total vouchers : 26,682.84

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SPECIAL CHECK

**EXHIBIT "A"
RES. NO. 24-091**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237145	8/12/2024	893115 P.E.R.S. CITY RETIREMENT	100000017566012		EMPL CONTRIB VARIANCE-06/29-07/12		
					018-222-0000-4124	248.48	
					018-224-0000-4124	186.36	
					018-225-0000-4124	2,671.18	
					Total :	3,106.02	
1 Vouchers for bank code : bank3						Bank total :	3,106.02
1 Vouchers in this report						Total vouchers :	3,106.02

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SPECIAL CHECK

EXHIBIT "A"
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237146	8/20/2024	890893 CITY OF SAN FERNANDO	FY23/24		SCHOLARSHIPS GRANTED PER RES. F 026-420-0887-4260	6,151.00	
Total :						6,151.00	
1 Vouchers for bank code :		bank3				Bank total :	6,151.00
1 Vouchers in this report					Total vouchers :	6,151.00	

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-091

vchlist
08/29/2024 8:55:45AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237147	8/29/2024	103648 CITY OF SAN FERNANDO	PR 8/30/24		REIMB FOR PAYROLL W/E 8/23/24	
					001-1003	633,243.29
					007-1003	2,241.15
					027-1003	2,550.98
					028-1003	1,085.48
					029-1003	4,109.88
					041-1003	6,981.53
					043-1003	26,310.39
					070-1003	57,151.28
					072-1003	20,740.34
					074-1003	1,118.53
					094-1003	1,085.49
					110-1003	8,511.43
					Total :	765,129.77
					Bank total :	765,129.77
					1 Vouchers for bank code : bank3	
					1 Vouchers in this report	
					Total vouchers :	765,129.77

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: September 3, 2024

Subject: Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

RECOMMENDATION:

It is recommended that the City Council receive and file the status report for Fiscal Year (FY) 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

ANALYSIS:

This report is meant to provide City Council and the community with regular status updates and major City efforts, including, but not limited to, FY 2024-2025 approved enhancements, capital improvement projects, and City Council priorities.

City Manager’s Office & City Clerk’s Office.

Title: Downtown Master Plan

Description: During the FY 2022-2023 budget process, the City Council approved funding to develop a Downtown Master Plan (DTMP), including a robust community outreach process. The DTMP will serve as a vision to guide future actions to develop, revitalize, and improve Downtown San Fernando. The budget allocation for this project is \$250,000.

Status: In 2023, the City awarded a professional services agreement to Dudek as lead consultant to work with the City to develop and implement the community engagement plan and prepare the report. The consultant team also includes Problosky Research (multimodal community survey), Walker Consultants (parking analysis), HR&A (economic analysis) and Place It! (community outreach).

To date, the following actions have been completed:

- Multimodal Statistically Significant Survey (December 2023 through March 2024)
- City Council Ad Hoc Meeting No. 1 (March 11, 2024)
- Community Advisory Committee Meeting No. 1 (April 11, 2024)

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- Community Outreach Event No. 1 “Walkshop” (April 27, 2024)
- General Online Survey (April 27, 2024 through May 29, 2024)

Next City Council Action: Joint City Council/Planning and Preservation Commission Meeting to receive a status update and provide feedback scheduled for September 16, 2024.

Tentative Completion Date: March 2025.

Title: CDBG Small Business Assistance Grant Program

Description: Annually, Community Development Block Grant (CDBG) program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Small Business Assistance Grant Program. This program provides grants to local business owners and property owners to improve the appearance of their storefronts and buildings. The grant funds can be used for improvements to signage, painting (including anti-graffiti coating), and other storefront enhancements such as installing eye-catching vertical landscape (green wall) to deter graffiti and beautify a building wall with landscape. The budget allocation for this program is \$146,246.

Status: Staff has reached out to schedule a CDBG Ad Hoc Committee meeting to discuss recommended grant guidelines and priorities.

Next City Council Action: Review and discuss recommended grant guidelines and improvement priorities, tentatively scheduled for October 7, 2024.

Tentative Completion Date: January 2025

Title: Virtual San Fernando – City Website Redesign and My San Fernando App

Description: In September 2022, the City Council appropriated American Rescue Plan Act (ARPA) funds to support the creation of Virtual San Fernando. Phase 1 of Virtual San Fernando included developing a My San Fernando mobile application, primarily focused on improving the ability for community members to submit service requests. Phase 1 was completed in March 2024 with the launch of the My San Fernando App (developed by GoGov). To date, more than 1,800 requests have been submitted through the App (See Attachment “A” for activity reports). In October 2023, after an extensive vetting process by City staff, the City Council awarded a Master Subscription Agreement to Granicus to redesign the City’s website. The budget allocation for this program is \$200,000.

Status: Phase 1 – Mobile Application, has been completed. Phase 2 – Website redesign, is in the content population stage. Staff has held multiple meetings with Granicus to provide direction regarding design elements and provide content to start population of the webpages.

Next City Council Action: No additional City Council action required.

Tentative Completion Date: March 2025 launch of redesigned website.

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Title: City Council Office Redesign

Description: During the FY 2023-2024 budget process, the City Council approved an enhancement to redesign the City Council office to be suitable to host City related meetings. The budget allocation for this program is \$5,000.

Status: On May 20, 2024, the City Council authorized staff to move forward with the renovation based on the five (5) desk design presented during the meeting. The City Council Office is substantially complete and is ready for use. The final remaining action is to add the City seal and logo to the office walls.

Next City Council Action: N/A

Tentative Completion Date: September 2025

Title: Records Retention Policy Update

Description: During the FY 2024-2025 budget process, the City Council approved funding to update the City's 25-year-old Citywide Records Retention Policy. A records retention policy update involves a thorough review of the current policy to identify necessary revisions due to changes in laws, regulations, or organizational needs and ensures compliance with legal and industry standards, revises retention schedules for various record types, and clearly defines staff roles in records management. The update also includes procedures for managing digital records, securing sensitive information, and properly disposing of or archiving records. Additionally, it outlines plans for staff training, communication, and regular audits to ensure ongoing compliance and effective records management. The budget allocation for this project is \$10,000.

Status: Staff recently received the fully executed contract back from the consultant and has reached out to schedule a kickoff meeting between the consultant and the City Clerk's Office staff.

Next City Council Action: Consideration to adopt a Resolution approving an updated Citywide Records Retention and Destruction Policy, tentatively scheduled for December 2024.

Tentative Completion Date: January 2025

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Community Development Department.

Title: New Position – Planning Manager

Description: During the FY 2024-2025 budget process, City Council approved a new Planning Manager position to oversee the development and implementation of land use, zoning, and urban design policies, managing long range planning projects (e.g. zoning code and zoning map amendments, general plan updates), supervise the Planning and Building & Safety Divisions, and review development proposals to ensure they align with the City's regulatory requirements and comply with local, state, and federal regulations. The budget allocation for this position is \$185,000 per year.

Status: Establishing a new position requires working with Human Resources to draft a new job specification, scheduling a meet and confer with the appropriate bargaining unit to review and provide comment on the job specification, present the job specification to the City Council for approval, drafting and posting a job advertisement, receiving applications and interviewing candidates, selecting a candidate, working with Human Resources to complete a reference check and background, and onboard the new employee.

Staff has drafted a job specification to be reviewed by Human Resources. The next step is to schedule a meet and confer with the San Fernando Management Group to review and receive comment on the job specification.

Next City Council Action: Review and approval of the draft job specification (tentatively in November 2024)

Tentative Completion Date: March 2025.

Title: Homeless Action Plan Implementation and Management

Description: In 2022, the City Council adopted a Homeless Action Plan (HAP) to provide a blueprint for addressing the City's unhoused population. HAP implementation efforts that have been completed to date include:

- In FY 2021-2022, City Council approved creation of a Housing Coordinator position.
- In June 2023, the City contracted with North Valley Caring Services to provide street outreach to the City's unhoused population.
- In November 2023, the City entered into a Memorandum of Understanding (MOU) with Home Again Los Angeles for housing and social service resource support.
- In December 2023, the City Council authorized the acceptance of a Substance Abuse and mental Health Services Administration (SAMHSA) grant, which provided \$175,200 specifically for homeless street outreach services and over \$300,000 for mental health clinicians as part of an alternative crisis response effort.
- In July 2024, the City Council approved an updated ordinance to prohibit encampments and storage of personal property in public spaces to regulate the use of public spaces to maintain

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public health, safety, and order. Encampment ordinances aim to ensure public safety by preventing potential hazards associated with camping in public spaces, such as public health related to unsanitary conditions, improper disposal of waste, preserve spaces like parks, sidewalks, and recreational areas for all members of the public, and reduce the environment for possible criminal activity.

Status: Current HAP implementation efforts include:

- A Request for Proposals (RFP) for Comprehensive Homeless Services was issued in June 2024 to extend homeless services. Staff is currently reviewing proposals from various organizations and preparing recommendations.
- An RFP for Mental Health Clinician Services was issued August 8, 2024. The RFP has been extended and proposals are due by September 6, 2024.
- On July 15, 2024, the City Council allocated \$50,000 towards a Home Rehabilitation Program in partnership with Habitat for Humanity Los Angeles (Habitat LA). A Professional Services Agreement with Habitat LA to manage the City's program is being presented to City Council on September 3, 2024.
- Pursuant to City Council direction, follow up items related to the encampment ordinance include:
 - a) Provide a presentation to City Council with strategies to inform businesses and property owners about the encampment ordinance, how to report potential violations, and a process for business/property owners to provide trespass authority to SFPD. Some of this has been discussed during recent special Community Watch meetings. An updated timeline for returning to City Council will be provided as part of the next update.
 - b) Provide informational resources to unhoused individuals for medical facilities, housing agencies, and transportation services. All of this information is currently provided through our Homeless Outreach Service provider. A presentation will be provided to City Council along with the results/overview of the 2024 Point in Time, tentatively scheduled for October 21, 2024.

Next City Council Action: Discuss and consider approving professional services agreements to provide comprehensive homeless services and mental health clinician services for a one-year term with possible extensions for a total of a five-year term, scheduled for September 16, 2024.

Discuss and consider approving a professional services agreement with Habitat for Humanity of Greater Los Angeles to administer a home rehabilitation program for a two-year term, scheduled for September 3, 2024.

Tentative Completion Date: September 3 and 16, 2024.

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Title: Animal Control Contract Management

Description: The City contracts with the Los Angeles County Department of Animal Care & Control (DACC) to provide animal control services. Services include field services for animal care and control, including enforcement of state statutes and municipal animal control ordinances, dead animal pickup, and licensing fee canvassing and collection. In addition, kennel and animal shelter services at Los Angeles County shelters, which accept all animals delivered for impoundment from within the City boundaries 24 hours per day is included in the service agreement. Based on City Council direction, staff reported on research related to alternative service providers and determined entering into contracts with other service providers was not feasible for reasons outlined in the agenda report. On May 6, 2024, the City Council approved a five-year Agreement (through June 30, 2029) to provide animal care and control services to the City.

Status: Staff has continued to search potential non-profits or other entities to assist with trapping of the feral cats for the purposes of having them spade or neutered. Unfortunately, to date there has not been one identified. It should be noted that at the Strategic Goals and Budget Session on February 12, 2024, additional animal control services for trapping and relocation was included as a potential area to be funded by available discretionary funds. However, this effort was not funded through the FY 2024-2025 budget process.

Next City Council Action: N/A

Tentative Completion Date: Completed

Title: CDBG Neighborhood Cleanup Program

Description: Annually, CDBG program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Neighborhood Cleanup Program. The budget allocation for this program is \$25,808.

Status: Staff is receiving applications and will be scheduling clean ups throughout the fiscal year.

Next City Council Action: N/A

Tentative Completion Date: June 2025

Title: Community Preservation Commercial Property Education Program

Description: To address the City Council's interest in Community Preservation efforts in commercial areas of the City, the Community Development Department's FY 2024-2025 Work Plan included an objective to create a commercial education and maintenance program. The goal is for Community Preservation Officers to work with the business community to ensure the beautification of San Fernando's commercial corridors.

Status: On August 19, 2024, the proposed program was presented to the City Council for feedback prior to implementation. Next steps are to finalize an illustrative postcard; distribute

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the postcard in January 2025, host workshops in February 2025; and conduct walking surveys beginning in March 2025.

Next City Council Action: N/A

Tentative Completion Date: June 2025 (Ongoing).

Title: Graffiti Program (with Public Works)

Description: The removal, prevention and prohibition of graffiti is established and enforced in Article VII of the City's Municipal Code. The City agent responsible for enforcement of the article is the Director of Public Works; however, several aspects of the article require participation by the Community Development Department, specifically Community Preservation Officers, and the Police Department when criminal activity is involved or the graffiti is considered "gang" graffiti.

During the 2024 Strategic Goals planning study session graffiti was a top concern for City Council. Further, in the adopted FY 2024-2025 Budget, the City Council approved converting two (2) part-time maintenance worker positions into one (1) full time position for the purposes of having a full time staff person dedicated to addressing graffiti.

Status: On March 13, 2024, the City Manager sent an email to City Council providing an update related to graffiti. In that email, the City Manager provided the draft Standard Operating Procedure (SOP) for addressing graffiti once it is reported on public or private property; the My San Fernando App report for graffiti on public and private property; and lastly details related to two (2) graffiti-related incidents that resulted in arrests.

Additionally, to assist the business community with the cost of abating and graffiti prevention, applying anti-graffiti coating and installing eye-catching vertical landscaping were identified as priority projects for the Small Business Grant Program.

The hiring process to fill the full-time position was initiated immediately. The position has been filled as of August 25th. The new hire is scheduled to start in mid-September, pending completion of background check. The Public Works and Community Development Departments will collaborate on finalizing the Standard Operating Procedure and develop reporting matrix for monitoring frequency of location. This will be reported to the City Council once the position is filled and the SOP is finalized.

Next City Council Action: Discussion item is tentatively scheduled for November 4, 2024.

Tentative Completion Date: n/a

Title: Climate Action Resilience Plan (CARP) & General Plan Updates to Circulation and Open Space/Parks Elements

Description: A Climate Action and Resilience Plan (CARP) serves as a strategic framework designed to mitigate the adverse effects of climate change while fostering resilience within

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communities and ecosystems. Its primary purpose is to identify and implement measures that reduce greenhouse gas (GHG) emissions, adapt to changing environmental conditions, and enhance preparedness for climate-related challenges. By prioritizing sustainable practices, such as renewable energy adoption, green infrastructure development, and carbon footprint reduction initiatives, these plans aim to curb global warming and limit the severity of its impacts. Additionally, they foster collaboration among stakeholders, promote innovation in sustainable technologies, and create economic opportunities in emerging green industries. A CARP focuses on strategies for adapting and being resilient to climate change.

Status: The CARP is organized in two (2) phases. Phase 1 involved preliminary data collection and analysis of GHG Emissions Inventory and a Vulnerability Assessment. On February 20, 2024, these reports were presented to the City Council. Phase 2 will build upon the information gathered in Phase 1. Phase 2 will focus on identifying strategies and actions to mitigate climate change through GHG emission reductions in the most cost-effective manner and include strategies for climate adaptation and resilience. Extensive community engagement will also be included as part of Phase 2, led by community partners, Pacoima Beautiful, Fernandeño Tataviam Band of Mission Indians (FTBMI), and Climate Resolve. The final CARP will support updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements. All activities are to be completed by January 31, 2026. On April 2, 2024, the City Council accepted the California Governor's Office of Planning and Research Grant and appropriated the funds. The City Council also approved a professional services agreement with Rincon Consultants Inc. to complete the CARP and General Plan updates.

The community engagement plan has been drafted. Activities are proposed to begin at the end of September 2024, and will be spread out through the remainder of the 2024 calendar year. Once venues are secured, dates, times and locations for the events will be announced.

Next City Council Action: The CARP and updates to the General Plan are tentatively scheduled for a public hearing before City Council in April 2025.

Tentative Completion Date: January 31, 2026

Title: Mixed Use and Specific Plan Overlay Districts

Description: The City's Housing Element includes applying a mixed-use overlay to 112 parcels that are currently zoned C-1 and C-2. It also includes expanding some of the overlays to specific parcels in the SP-5 zone. This is aimed at increasing the City's housing capacity to meet our Regional Housing Needs Assessment (RHNA) obligation of 1,795, but will also create flexibility for existing properties to allow either 100 percent residential or residential mixed with commercial uses.

The State requires any rezoning that is necessary to meet a city's RHNA obligation to be completed by October 2024. While this work was to be funded by the SCAG 2.0 grant, because

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of the State deadline and the uncertainty of the funding staff moved forward with procuring a consultant to begin the work.

Status: Engagement efforts have begun to inform the community about the implementation plan. The City's website has been updated: <https://ci.san-fernando.ca.us/community-development/#planning>; a Planning and Preservation Commission Workshop has been scheduled for September 9, 2024; and letters have been mailed to all affected property owners inviting them to a virtual workshop on September 24, 2024, to explain the details and benefits of the overlays. In addition, a survey has been created to allow residents to provide input on the mixed use design. Development standards for mixed use buildings will be created as part of the scope of work.

Next City Council Action: A public hearing is tentatively scheduled for November 4, 2024, to introduce an ordinance for first reading.

Tentative Completion Date: January 2025 (tentatively the effective date of the proposed ordinance).

Title: Zoning Code Reorganization

Description: The City's Housing Element includes programs and policies aimed at amending the Zoning Code to comply with State Housing Law. While this work was to be funded by the SCAG 2.0 grant, because of the uncertainty of the funding and the compliance concern, staff moved forward with procuring a consultant to begin the work. The scope of work includes various zoning code amendments, establishing processing policies and monitoring programs as well as reformatting the current zoning code to be more user friendly for staff and the public.

Status: The project has been kicked off and an outline of the zoning code is underway.

Next City Council Action: A public hearing is tentatively scheduled for January 20, 2025, to introduce an ordinance for first reading.

Tentative Completion Date: March 2025 (tentatively the effective date of the proposed ordinance).

Title: Landscape Ordinance

Description: The City Council adopted Urgency Ordinance No. U-1725 on March 18, 2024. It is effective for a period of one year from date of adoption. The Urgency Ordinance enacted a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations. Therefore, the Planning Division is working with a consultant to update the existing Municipal Code with comprehensive landscape standards including permanently prohibiting the installation of synthetic grass and artificial turf.

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Status: On August 12, 2024, the Planning and Preservation Commission discussed potential regulations. Commissioners requested additional information, recommendations and visual illustrations of potential regulations. A second discussion is scheduled for September 9, 2024, with the intent to bring forth an ordinance for the Planning and Preservation Commission on October 14, 2024.

Next City Council Action: A public hearing is tentatively scheduled for November 4, 2024, to introduce an ordinance for first reading.

Tentative Completion Date: January 2025 (tentatively the effective date of the proposed ordinance).

Title: Outdoor Dining Ordinance

Description: As a continued work plan objective from FY 2023-2024, Community Development is working with Public Works to establish a new outdoor dining program to promote pedestrian friendly and community focused design.

Status: A proposed ordinance has been drafted for outdoor dining in the public right of way as well as on private property. Next steps include sharing the draft ordinance with businesses for feedback and scheduling a discussion with the Planning and Preservation Commission before an ordinance is brought before them for consideration to recommend to the City Council.

Next City Council Action: A public hearing is tentatively scheduled for November 18, 2024, to introduce an ordinance for first reading.

Tentative Completion Date: January, 2025 (tentatively the effective date of the proposed ordinance).

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Public Works.

Title: Street Resurfacing Project – Phase 3

Description: The Phase 3 Annual Street Resurfacing Project involves a three-step process of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays. The work covers approximately two (2) miles of street. In addition to paving activities, new striping and pavement markings will be installed, which include refreshing of house numbers on the curbs along the project limits.

The streets that form part of the base bid include:

- First Street between North Maclay Avenue and Hubbard Avenue
- Macneil Street between Third Street and Library Street
- Kalisher Street between San Fernando Road and Hewitt Street and between Griffith Street and South City Limits
- Second Street between North Huntington Street and Hubbard Avenue
- San Fernando Road between Kittridge Street and South Brand Boulevard
- Hubbard Avenue between First Street and Fourth Street
- Fourth Street between Hubbard Avenue and North Workman Street
- Fourth Street between North Maclay Avenue and North Brand Boulevard
- Chatsworth Drive between San Fernando Road and South City Limits
- Hubbard Avenue Access Road between Second Street and Fourth Street

Status: Construction began on July 8, 2024. The contractor is currently performing paving operations/

Next City Council Action: Acceptance of the project is tentatively scheduled for January 2025.

Tentative Completion Date: October 2024 (Construction)

Title: Carlisle Green Alley Reconstruction Project

Description: The Carlisle Green Alley Project will revitalize an underutilized alley into a vibrant linear green space. Through a combination of strategic planning and sustainable design, this project seeks to enhance urban landscape, foster environmental sustainability, and promote healthier, more vibrant neighborhoods. The development will include a safer walking and biking route, enhanced with shade trees and lighting to encourage active transportation and community engagement. The landscape will be revitalized with the planting of over 200 trees and native plants, enriching the area's biodiversity. Permeable surfaces will be installed to facilitate groundwater infiltration, improving water quality and reducing runoff. Additionally, the construction of bioswales will naturally filter stormwater, mitigate flooding, and bolster the area's environmental resilience.

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Status: Staff is presenting an item to City Council to award a Professional Services Agreement for project management. Once a project management agreement has been awarded, the City will advertise a Request for Proposals for Engineering Design of the project.

Next City Council Action: A recommendation to award a Professional Services Agreement to TreePeople for project management services in an amount not-to-exceed \$270,020 is scheduled for September 3, 2024.

Tentative Completion Date: December 2026

Title: Calles Verdes Project

Description: The Calles Verdes Project marks a collaborative effort between the City and TreePeople aimed at enhancing the City's infrastructure to effectively manage stormwater and nuisance water. Through the implementation of innovative techniques, the project endeavors to construct bioswales across strategic locations within City streets and parking lot. Specifically, the project entails the installation of bioswales along Maclay Avenue, stretching from San Fernando Road to Kewen Street, alongside the creation of bulbouts at key intersections including Maclay Avenue and Celis Street and Maclay Avenue and Pico Street. Furthermore, the initiative includes the integration of bioswales and cooling pavement within Parking Lot No. 4, as well as promoting sustainable water management practices. These bioswales and bulbouts will feature strategically placed curb cuts to redirect stormwater and nuisance water away from the street's surface, while simultaneously fostering the growth of greenery within the landscaped parkways. Additionally, street trees will be planted to further enhance the aesthetic and environmental benefits of the project. In Parking Lot. No. 4, trees and bioswales will be incorporated within the existing concrete parking lot medians.

Status: Design Team is currently working on finalizing the design. Upon completion of design, the City will advertise the project for construction.

Next City Council Action: Once design is finalized and construction bids are received, a recommendation to award a construction contract will be presented to City Council. Tentatively scheduled for February 2025.

Tentative Completion Date: December 2026

Title: Las Palmas Park Revitalization Project

Description: The Las Palmas Park Revitalization project encompasses a comprehensive array of amenities aimed at enhancing the park's functionality, aesthetics, safety, and sustainability. The project includes new multi-purpose field lighting, renovating three baseball fields with lighting, renovating existing restroom/concession building at Ballfield 1, renovating basketball courts with lighting, renovating existing playground with ADA accessibility, constructing a new splash pad with a new prefabricated restroom building to meet the code requirements of the splash pad, renovating existing outdoor exercise equipment, renovating picnic shelters with walking path lighting, and striping of basketball/roller derby.

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Status: The project is currently under design. The latest plans submitted to staff for review were at 60%. The current design that incorporates all of the amenities desired by the community is significantly over budget. Staff is currently working on developing options to present to the City Council to adjust the design to meet budget constraints.

Next City Council Action: Options to adjust the design based on budget constraints is tentatively scheduled for October 2024.

Tentative Completion Date: December 2026

Title: Pioneer Park Playground Renovation Project

Description: The Pioneer Park Playground Renovation project aims to revitalize the existing playground area, making it safer, more engaging, and inclusive space for the community. The playground will include age appropriate equipment, inclusive structures, musical elements, surface mat, and shade coverage.

Status: Currently under construction.

Next City Council Action: No City Council action required at this time.

Tentative Completion Date: November 2024

Title: Cindy Montañez Natural Park Improvements & Maintenance

Description: In June 2023, City Council accepted a \$7.5 million grant for the Pacoima Wash Connectivity Project, funded through the California Department of Transportation (Caltrans) to complete the Pacoima Wash Bike Path Project and make improvements to the Cindy Montañez Natural Park. Improvements to the Park include extending the bike path to Foothill Boulevard, new lighting, restroom facilities, and restoration of walking paths, bridges, and vegetation throughout the park. A permanent Cindy Montañez memorial sign will also be purchased and installed.

Ongoing maintenance of the Park including watering, mulching, stump removals, tree removals, weeding, brush removals, tree pruning, creek clean-up, and trash disposal, is required.

Status: In June 2024, staff began meeting with community organizations that have the knowledge, expertise, and resources to properly maintain a “natural park” to explore possible partnerships to provide adequate ongoing maintenance. Staff has met with TreePeople as well as Tataviam Conservation Corps to discuss possible partnerships for ongoing maintenance. As part of their tree planting services, TreePeople staff currently visits weekly to hand-water the native plants and trees due to the vandalism of the park’s irrigation system. To support the health of these plants, they also apply mulch to help conserve moisture and prolong water availability. Additionally, the team repairs protective cages around newly planted vegetation and actively removes invasive species. Preparations are underway for the planting of 100 native plants this fall through the Calles Verdes grant.

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On August 21, 2024, staff discussed utilizing Tataviam Conservation Corps to assist with the park's upkeep through funding received by the Fernandeano Tataviam Band of Mission Indians. Their responsibilities would include creek clean-up, weed and brush removal, tree pruning, trail maintenance, tree stump removal, and trash disposal on a bi-weekly basis.

Next City Council Action: A maintenance agreement with the Tataviam Conservation Corps is tentatively scheduled to be presented to City Council on September 16, 2024.

Tentative Completion Date: On-going

Title: HSIP Traffic Signal Modification Project

Description: The Highway Safety Improvement Project (HSIP) Cycle 8 involves upgrading traffic signals at nine (9) locations in the Metrolink Corridor (San Fernando Road and Truman Street). The traffic signal modifications will consist of removal and installation of new signal poles, pedestrian heads, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, etc. The nine intersections include:

1. Hubbard Avenue at San Fernando Road
2. Hubbard Avenue at Truman Street
3. Hubbard Avenue at First Street
4. Maclay Avenue at San Fernando Road
5. Maclay Avenue at Truman Street
6. Maclay Avenue at First Street
7. Brand Boulevard at San Fernando Road
8. Brand Boulevard at Truman Street
9. Wolfskill Street at Truman Street

Status: On February 20, 2024, City Council awarded a construction contract to Alfaro Communications Construction. The project is currently under construction.

Next City Council Action: Acceptance of the project, scheduled for January 2025.

Tentative Completion Date: November 2024 (Construction)

Title: Citywide Traffic Signal Synchronization Project

Description: The Citywide Traffic Synchronization Project involves upgrades of controller systems at 13 locations throughout the City. The traffic signal modifications will include installation of new Global Positioning System (GPS) units, traffic signal controllers, traffic signal cabinets, conduit, conductors, pull boxes, etc. Following the installation of new equipment, updated traffic signal timing charts will be inputted to synchronize traffic signals.

The locations that form part of the project are the following:

1. Truman Street at South Workman Street
2. San Fernando Mission Boulevard at San Fernando Road

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3. San Fernando Mission Boulevard at Pico Street
4. San Fernando Mission Boulevard at Hollister Street
5. San Fernando Mission Boulevard at Kewen Street
6. San Fernando Mission Boulevard at Mott Street
7. San Fernando Mission Boulevard at O'Melveny Street
8. North Maclay Avenue at Library Street
9. North Maclay Avenue at Fifth Street
10. North Maclay Avenue at Seventh Street
11. North Maclay Avenue at Eighth Street
12. South Brand Boulevard at Celis Street
13. South Brand Boulevard at Kewen Street

Status: On August 19, 2024, the City Council awarded a contract to Elecnor Belco Electric, Inc. and being routed for signatures. Work is expected to begin in December 2024

Next City Council Action: Acceptance of the project, scheduled for April 2025.

Tentative Completion Date: February 2025

Title: Curb Painting, Street Striping, and Street Markings

Description: The Los Angeles County Department of Public Works (County) has been contracted to repaint pavement markings and striping with thermoplastic paint, including crosswalks, centerlines, stop legends, and curbs restrictions etc.

Status: The Los Angeles County Public Works Department (LACPWD) continues to stripe and install pavement markings throughout the City as part of the City's Citywide Street Striping project. Work may involve weekend work in order to focus on school zones with minimal traffic impact. The work involves restriping crosswalks, stop bars and pavement legends (i.e., STOP, Railroad Crossing) and restrictive curbing (red, yellow, green, blue and white.) Work is scheduled to be completed in October 2024. Work began on August 5, 2024. The County has completed approximately 40% of the project as of the end of August 2024.

Next City Council Action: N/A

Tentative Completion Date: October 2024

Title: Citywide Signage Upgrades

Description: Replacement and installation of traffic control signs. The project consist of several types of sign replacements including but not limited to regulatory signs (black, white and red), warning and object markers signs (yellow), guide signs (green, blue brown and white.) The project will replace faded traffic control signs citywide including but not limited to: stop signs, speed limit signs, street sweeping, crosswalk signs, street name signs, wayfinding signs, and trolley signs.

Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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Status: Staff has obtained quotations for the overhead mast arm street name signs and is currently obtaining multiple quotations wayfinding signs and trolley stop schedules and locations. Staff is currently obtaining three (3) different sample signs from three (3) different to compare the quality of the signs before final selection of the vendor

Next City Council Action: November 2024, approve contract for selected vendor(s) for wayfinding signs, trolley signs and overhead mast arm street name signs, and approve phasing and funding of the project.

Tentative Completion Date: Phase I Spring 2025

Title: Bus Shelter Rehabilitation Project

Description: The Bus Shelter Rehabilitation Project involves the installation of new bus shelters and bus benches at eight (8) bus stop locations, removal and reconstruction of damaged and non-ADA compliant wheelchair ramps, sidewalks and drive approaches, relocation/adjustment traffic signal/street lighting boxes and water meters, etc.

Status: Bid opening scheduled for September 11, 2024.

Next City Council Action: Award a construction contract is scheduled for October 7, 2024.

Tentative Completion Date: Start of construction planned for November 2024 with completion in January 2025.

Title: Pacoima Wash Bikeway Project

Description: The San Fernando Pacoima Wash Bikeway and Pedestrian Path Project Phase I consists of constructing a bikeway and installing a prefabricated pedestrian bridge along the Pacoima Wash Channel from Fourth Street (Bradley Avenue) to Cindy Montañez Natural Park (Eighth Street). The project will connect students and San Fernando residents to a new non-motorized trail, offering opportunities for recreation and increased bike and pedestrian commuting options along local streets as noted in the City's Safe and Active Streets Plan, encouraging connectivity to wider bike and pedestrian network in neighboring communities within the City of Los Angeles. The project entailed construction of a 12 foot wide, 1.34-mile long Class I asphalt concrete bikeway, bioswales, retaining walls, prefabricated pedestrian bridge, installation of rectangular rapid flashing beacons, welded wire fence, solar lights, bollards, signage, striping, and markings, as well as access ramps.

Status: Construction is 95% complete.

Next City Council Action: Notice of Completion, scheduled for October 2024.

Tentative Completion Date: October 2024

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Title: Parking Management Program (Residential Permit Parking)

Description:

Residential – Create a residential permit parking program by conducting a thorough review of the municipal code to identify recommended updates that incorporate statewide policies and regulations. Review and update existing operational policies and enforcement guidelines to ensure that the program is fair and equitable throughout the City. Data will also be collected to assist in making data driven decisions as it relates to curb and parking management. At the conclusion of this project, City Council will be presented with a Residential Parking Action Plan that will include a thorough review of existing processes and procedures along with recommendations for updates and a proposed implementation plan for adoption.

Commercial – As part of the Downtown Master Plan, which encompasses all of the City’s major commercial corridors, updated parking data has been collected and recommendations for best practices will be presented by Walker Parking consultants. Additionally, staff is working to upgrade all parking meters in the commercial corridors to smart meters that accept both coins and credit cards.

Status: On July 15, 2024, City Council approved a Professional Services Agreement with Dixon Resources Unlimited for Residential Parking Program Implementation Services. City staff held an initial kick-off meeting with the consultant in August and is working to schedule an Ad Hoc meeting to review the schedule and community engagement plan.

Next City Council Action: On September 16, 2024, a joint City Council/Planning Commission meeting will be held to discuss the Downtown Master Plan, which will include a discussion on parking in the commercial corridors. Staff will also be presenting a purchase agreement to upgrade all parking meters in the downtown area to smart meters.

Presentation of guidelines for proposed Residential Parking Program is tentatively scheduled for April 2025.

Tentative Completion Date: July 2025

Title: City Facility Assessment Report

Description: In FY 2023/2024, City Council approved funds to conduct a facility assessment to determine the cost of deferred maintenance at City facilities.

Status: On July 1, 2024, City Council approved a Contract Services Agreement with Brightly Software Inc. for Citywide Facility Condition Assessment Consulting Services. Brightly requested non-substantive revisions to Contract Services Agreement which the City Attorney has reviewed. Contract execution and project kickoff meeting with take place in September 2024.

Next City Council Action: Staff/Consultant will present an overview of the data analysis conducted by Brightly in January 2025.

Tentative Completion Date: June 2025

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Title: Fixed Route ADA Sidewalk Improvement Project

Description: The Fixed Route ADA Sidewalk Improvement Project consists in upgrading damaged and non-ADA compliant sidewalks, drive approaches, curb and gutters, wheelchair ramps, etc., along transit routes: Truman Street, from Brand Boulevard to Maclay Avenue; Hubbard Avenue from San Fernand Road to First Street; and Seventh Street and Harding Avenue.

Status: Determine detailed scope of work, field-checking sites, preparing cost estimates, preparing project specifications, identifying conflicting utilities, identifying business access that will be impacted by proposed construction. Complete project specifications and construction quantities, and advertise project for construction.

Next City Council Action: Award a construction contract, scheduled for December 2024.

Tentative Completion Date: Planned construction completion date, April 2025.

Title: Las Palmas HVAC Project

Description: Partial replacement of heating, ventilation and air condition (HVAC) system at Las Palmas Park. Due to funding, the project is limited to upgrading the unit that serves the gym as it is the most used part of the building for events.

Status: On August 19, 2024, the City Council awarded a contract to Carrier Corporation. There is 10-12 week lead-time to receive equipment.

Next City Council Action: Acceptance of project, scheduled for winter 2025.

Tentative Completion Date: Winter 2025

Title: Emergency Generator Installation at Las Palmas and Recreation Park Facilities

Description: Purchase and install permanent emergency backup generators at both Las Palmas Park and Recreation Park. The installation of these permanent generators will not only secure the community's access to cooling centers during power outages but will also support the planning of future emergency operation centers at these parks.

Status: Two (2) generators have been received and placed on their respective concrete pads. The design for connecting generators to the switching mechanism and to the building is currently in plan check. Plan check is estimated to be completed by the end of September 2024.

Next City Council Action: Approve Notice of Completion January 2025.

Tentative Completion Date: January 2025.

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Title: City Hall Beautification (Painting) Project

Description: The City Hall Beautification Project includes minor wall repairs, pressure washing block walls, painting the exterior of City Hall, and applying wood stain to wood surfaces. City Hall will remain open for business during the project.

Status: On August 5, 2024, the City Council awarded a contract to US National Corp. The project is scheduled to begin September 2024. Staff is in the process of obtaining a quotation from US National Corp to paint the entrance hall of City Hall and the Police Station.

Next City Council Action: Acceptance of project, scheduled for January 2025.

Tentative Completion Date: November 2024

Title: Urban Forest Management Plan

Description: An Urban Forest Management Plan (UFMP) is a comprehensive blueprint for the sustainable care and stewardship of trees within the City. It encompasses a range of strategies aimed at preserving, enhancing, and effectively managing the City's urban forest ecosystem. These strategies in the UFMP include tree preservation, strategic planting initiatives, routine maintenance activities, and continuous community engagement efforts.

Status: On May 6, 2024, City Council approved the Urban Forest Management Plan. Direction during that meeting included the following follow up items:

- Policy for the removal of trees
- Creation of Tree Commission and specific responsibilities
- Define what "Tree City USA" actually stands for

Additionally, at the August 12, 2024 Planning and Preservation Commission meeting, the role of the Commission as the City' Tree Commission was discussed.

Next City Council Action: Review of updated policies per direction on May 6, 2024.

Tentative Completion Date: January 2025

Title: Downtown Trash Enclosures

Description: Renovate City owned trash enclosures in the San Fernando Mall area, to include doors, roofs, security and enhance appearance. Trash enclosures located in alleys parallel and north and south of San Fernando Road.

Status: Initial surveys of existing trash enclosure sites at the San Fernando Mall have been completed. Preparing concept designs for trash enclosures, preliminary cost estimates and project schedule. Plan to construct prototype trash enclosure to evaluate before constructing the remaining trash enclosures.

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Next City Council Action: Award a construction contract for one prototype unit, scheduled for October 18, 2024. Award a construction contract for remaining units, scheduled for January 2025.

Tentative Completion Date: Planned construction completion date for prototype unit, December 2024. Planned construction completion date for remaining units, April 2025.

Title: Project Labor Agreement

Description: Additional information will be provided as part of the next update on September 16, 2024.

Status:

Next City Council Action:

Tentative Completion Date:

Title: Position Reclassification: Convert Four (4) Part-Time Maintenance Helpers to Two (2) Full-Time Maintenance Workers for Graffiti and Tree Maintenance

Description: Additional information will be provided as part of the next update on September 16, 2024.

Status:

Next City Council Action:

Tentative Completion Date:

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Police Department.

Title: Police Station Cameras and Parking Lot Security Improvement Project

Description: Police Station Cameras/Access Control – Purchase and install new and augmented police station surveillance camera system, new physical access control access system and install a controlled access security gate in the Detective Parking Lot and enhance the security gates in the Patrol Parking Lot with privacy screens.

Status: See below.

Police Station Cameras/Access Control – Cameras and access control quotes have been obtained from Bearcom, this item is on the September 3, 2024 City Council Meeting Agenda.

Parking Lot Security Improvement Project – Awaiting the UASI 2024 Subaward Agreement from the City of Los Angeles.

Next City Council Action: **Police Station Cameras/Access Control** – On September 3, City Council Agenda.

Parking Lot Security Improvement Project – Awaiting sub-award agreement from City of Los Angeles.

Tentative Completion Date: **Police Station Cameras/Access Control** - December 2024; **Parking Lot Security Improvement Project** – December 2025.

Title: Law Enforcement Technology Improvements

Description: **Handheld Ticket Writers** – Purchase of device to issue electronic traffic and parking citations and comply with Racial Profiling and Identity Act (RIPA) reporting.

eSubpoena –Software to interface with Los Angeles Superior Court for the purpose of notifying and tracking subpoenas for court appearances.

Flock ALPR Camera System – Leasing and installation of Automated License Plate Reader (ALPR) Cameras.

Status: See below.

Handheld Ticket Writers – A requisition for a purchase order is in process. Completion of the requisition request is pending “piggyback” documentation from the vendor.

eSubpoena – The changes to the agreement made by the City Attorney are currently being reviewed by the vendor.

Flock ALPR Camera System – Thirty-six (36) of 37 ALPR cameras are installed and functioning. The final camera is pending permit approval.

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Next City Council Action:

Handheld Ticket Writers – Contract approval by City Council.

eSubpoena – Pending contract review by City Attorney

Flock ALPR Camera System – Final camera installation pending permit approval

Tentative Completion Date: **Handheld Ticket Writers** – October 2024; **eSubpoena** - November 2024; **Flock ALPR Camera System** – October 2024

Title: Use of Police Department Over Time

Description: Apply \$50,000 of special overtime fund allocation to address public safety concerns, with a focus on traffic and parking enforcement, Driving Under the Influence (DUI) saturation patrols, additional investigative efforts, and crime suppression.

Status: DUI/Cannabis check point set for August 31, 2024; 290 PC Sex registrant compliance set for August 28, 2024; other details pending dates and times.

Next City Council Action: Adoption of a resolution appropriating funds will be on the September 3, 2024 City Council Meeting Agenda.

Tentative Completion Date: January 2025

Title: Narcotics Incinerator

Description: Incinerator for safe, efficient and odorless disposal of opioids and other drugs.

Status: Incinerator ordered, estimated arrival before September 30, 2024.

Next City Council Action: N/A

Tentative Completion Date: September 20, 2024.

Title: Police Officer Staffing Update

Description: Fill Department personnel vacancies.

Status: Currently, all 35 sworn police officer positions. Four (4) new officers are in various stages of field training and one (1) Police Recruit scheduled to attend the Rio Hondo Police Academy in September. The Department is currently preparing the recruitment flyer for the two (2) vacant Commander positions. The recruitment is scheduled to begin in late September, 2024.

Next City Council Action: No additional City Council action required.

Tentative Completion Date: February of 2025

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Recreation & Community Services.

Title: Afterschool Teen Program

Description: An Afterschool program that provides a safe, structured environment for activities. The program convenes Monday through Friday, regularly in the hours after school of 3:00 p.m. to 6:00 p.m. and offers activities to help youth between the ages of 11 and 17 learn new skills, and develop into responsible adults. Activities are recreational, educational, cultural and social and may cover topics such as sports, technology, reading, math, science and the arts. This will be a healthy and positive environment where any San Fernando teen can come and engage in positive activities.

Status: Staff recruitments were opened and completed. Staff were identified and are in the onboarding process. Staff training will follow as we work on weekly activity curriculum. Flyer and marketing narrative are in the process of being approved and program equipment, materials and supplies are being procured.

Next City Council Action: No additional City Council action required.

Tentative Completion Date: Program launch date estimated to be September 30, 2024.

Title: Park Opportunity Plan

Description: The Park Opportunity Plan (POP) project aims to revitalize urban spaces in the City by conducting a comprehensive land inventory in order to identify opportunities for future use and development. In parallel, the project fostered deep community engagement through activities like walk audits, focus groups, and workshops. The final deliverable includes the land and open space inventory, the SFPOP final report, and new concepts and designs for at least three open spaces.

Status: The Land and Open Space Inventory project is on schedule. The consultant is in the process of preparing the final report, which will be presented, to our Parks, Wellness and Recreation Commission in September 2024, followed by a presentation to City Council in October 2024.

Next City Council Action: Final report presentation is scheduled for October 7, 2024.

Tentative Completion Date: October 2024

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Finance.

Title: Enterprise Resource Planning Software (Finance System)

Description: The City's current financial system, Tyler Eden, will no longer be supported effective March 2027. In preparation, Staff will focus on awarding a professional services agreement and initiating implementation for replacement of the Project goals for Phase I of this transition will focus primarily on development of General Ledger – Financials and data migration. Through the Adopted Fiscal Year 2024-2025 Budget, City Council approved funding for system replacement for \$100,000 towards implementation expenses and \$40,000 in ongoing software subscription costs.

Status: Staff held initial demonstrations with three software vendors specializing in municipal government financial systems in June – July. Based on evaluations, two vendors have been invited to present onsite in August – September. Reference checks with other cities utilizing the finalists' software will additionally be conducted prior to staff making a recommendation for City Council consideration.

Next City Council Action: Staff anticipates a final recommendation for City Council consideration to be presented by November 18, 2024.

Tentative Completion Date: Implementation time will vary from 9 – 18 months, contingent upon the software vendor selected.

Title: Update on City's OPEB/Pension Liabilities

Description: The City provides full-time employees with a defined benefit pension through the California Public Employee's Retirement System (CalPERS) and pays other post-employment benefits (OPEB) to certain retirees or a group of retirees for health care costs. City Council has requested and informational presentation on OPEB actuarial report and related investments from the City's financial advisor.

Status: Staff is in coordination with the City's actuarial services consultant, Foster & Foster, in the development of the updated valuation reporting for the fiscal year ending June 30, 2023. Initial data has been provided to the consultant, which is being used to generate reporting and disclosure issues and assists the City with understanding the financial statement impact, the effect of actuarial assumptions and methodology, development of funding policies and recommended contributions, and a review of the plan design.

Next City Council Action: Staff anticipates a final report for presentation to City Council by November 4, 2024.

Tentative Completion Date: November 4, 2024

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Title: Residential Water Service Shut Off Policy

Description: On July 15, 2024, City Council approved the Discontinuation of Residential Water Services for Non-Payment Policy as required by Senate Bill 998 (SB 998) and Senate Bill 3 (SB 3) which will take effect January 1, 2025. City Council also moved to direct staff to return at a future meeting with guidance and recommendations regarding the City's ability to collect delinquent sums on the tax roll similar to the manner in which delinquent trash sums are also collected.

Status: Staff has conferred with the City Attorney to research this item to analyze a) if assessments are allowable for residential water services due to non-payment and b) the pros/cons of this process versus a water shut-off process. Preliminarily, we were advised as follows:

- 1) Charges for water consumption are property related fees and charges within the meaning of Proposition 218 (codified under Article XIID of the California Constitution);
- 2) As such, an ordinance or resolution establishing or increasing water rate charges requires the conduct of a so-called "majority protest" public hearing which requires the issuance of a written notice to water customers no less than 45 days from the date of the hearing; and
- 3) In order to preserve the ability to collect delinquent water charges on the tax roll, the City, as part of the majority protest approval process, must send notice to the owners of real property parcels that receive water service, even if the property owner is not the water customer (e.g., where the water customer is a tenant and not the owner affect parcel). (See Govt. Code Section 53755(a)(3) and Health & Safety Code Sections 5471, 5473 and 5473a). If the City did not provide such notice when it last conducted a majority protest hearing setting its current water rates, it would require the initiation of a new majority protest process in which such notice was provided to property owners (not just customers) for the City to avail itself of the right to collect delinquent charges on the tax roll.

Staff is continuing to work with the City Attorney and additionally in process of surveying other municipal operations to illustrate use of assessments versus water shut-off process for residential water services due to non-payment.

Next City Council Action: Staff plans to return to City Council by October 21, 2024 with an agenda item with this information for discussion and direction.

Tentative Completion Date: If City Council provides direction to continue the water shut-off process, staff will proceed following the first water billing after January 1, 2025. If direction is provided to proceed with the assessments, staff will coordinate with the Los Angeles County Auditor-Controller Office for next steps.

Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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Title: American Rescue Plan Act (ARPA) Allocations

Description: The City has received a total of \$5,818,339 American Rescue Plan Act (ARPA) funds. Through the Fiscal Year 2024-2025 Budget Study Sessions, City Council provided direction on the current ARPA Expenditure Plan (see Attachment “B”). Subsequent recommendations were provided at the July 15, 2024 City Council Meeting to reduce funding to the First Time Homebuyer Support & Rehab Loan Revolving Fund (Project #15) from \$100,000 to \$50,000 and increase the Sidewalks Repairs (Project #14) from \$1,071,839 to \$1,121,839.

Status: Status updates regarding each approved project and associated budget are enclosed in Attachment “B”.

Next City Council Action: Staff will continue to return to City Council periodically with additional updates to ensure that all ARPA funds are contracted by the December 31, 2024 deadline. A formal agenda status report will be presented on October 7, 2024 to evaluate outstanding balances for reappropriation to alternative projects.

Tentative Completion Date: All funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026.

BUDGET IMPACT:

There is no additional budget impact to receiving and filing this status report. All reported enhancements, projects, and priorities currently have sufficient funding as appropriated through the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

It is recommended that the City Council receive and file this status update on enhancements, projects and City Council priorities and provide direction, as appropriate.

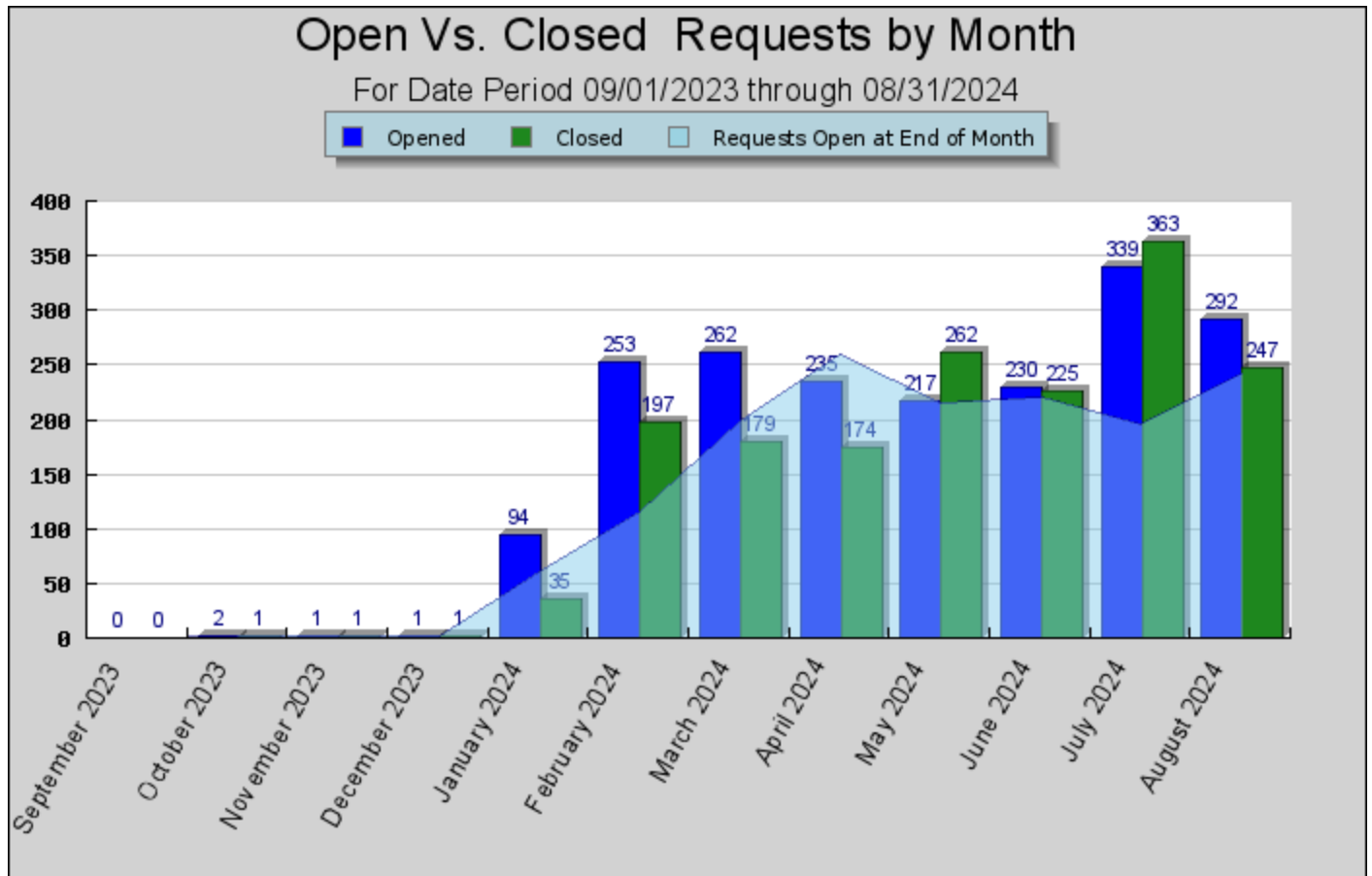
ATTACHMENTS:

- A. My San Fernando App Work Order Reports
- B. ARPA – Expenditure Plan & Status Report
- C. Completed Items

One Year Analysis of Opened Internal & External Requests
Ending December 2024

	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	Total
Administration													
City Council	0	0	0	0	0	0	0	0	0	0	0	0	0
City Website	0	0	0	0	0	0	0	0	0	0	0	0	0
Job Opportunities	0	0	0	0	0	0	0	0	0	0	0	0	0
Opening a New Business	0	0	0	0	0	0	0	0	0	0	0	0	0
Total - Administration	0	0	0	0	0	0	0	0	0	0	0	0	0
City Clerk													
Commissions and Boards	0	0	0	0	0	0	0	0	0	0	0	0	0
Elections	0	0	0	0	0	0	0	0	0	0	0	0	0
Meetings and Agendas	0	0	0	0	0	0	0	0	0	0	0	0	0
Municipal Code	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Records Request	0	0	0	0	0	0	0	0	0	0	0	0	0
Total - City Clerk	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Development													
Building Code Violation	0	6	5	8	10	12	13	13	0	0	0	0	67
Graffiti on Private Property	3	53	68	59	42	56	54	47	0	0	0	0	382
Homelessness Outreach	12	20	16	10	14	8	21	12	0	0	0	0	113
Online Permit Counter	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Maintenance	12	0	0	0	0	0	0	0	0	0	0	0	12
Total - Community Development	27	79	89	77	66	76	88	72	0	0	0	0	574
Finance													
Business Licence	0	0	0	0	0	0	0	0	0	0	0	0	0
Water Bill	0	0	0	0	0	0	0	0	0	0	0	0	0
Total - Finance	0	0	0	0	0	0	0	0	0	0	0	0	0

Police													
Abandoned Vehicle	0	12	3	6	3	3	6	13	0	0	0	0	46
Animal Control	0	0	0	0	0	0	0	0	0	0	0	0	0
Neighborhood Watch	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-emergency	0	0	0	0	0	0	0	0	0	0	0	0	0
Total - Police	0	12	3	6	3	3	6	13	0	0	0	0	46
Public Works													
Bus Stop/Shelter Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
City Facility/Restroom Mainten	0	0	0	0	0	0	0	1	0	0	0	0	1
City Trees	0	0	4	2	5	3	9	8	0	0	0	0	31
Graffiti and Sign Posting on P	38	66	50	56	60	52	82	85	0	0	0	0	489
Illegal Dumping and Litter	11	64	49	69	60	55	99	83	0	0	0	0	490
Park Maintenance	0	0	6	4	0	2	2	1	0	0	0	0	15
Sidewalk Repair	4	6	9	7	8	7	11	6	0	0	0	0	58
Storm Drain and Flooding	2	1	0	1	2	0	0	4	0	0	0	0	10
Street Lighting	10	12	14	5	7	15	15	12	0	0	0	0	90
Street Repair	2	11	38	5	4	9	8	6	0	0	0	0	83
Street Signage	0	1	0	3	2	4	17	5	0	0	0	0	32
Street Sweeping	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Signal	0	1	0	0	0	4	2	2	0	0	0	0	9
Trash & Bulky Items	0	0	0	0	0	0	0	0	0	0	0	0	0
Total - Public Works	67	162	170	152	148	151	245	213	0	0	0	0	1308
Recreation and Community Services													
Facility Rentals	0	0	0	0	0	0	0	0	0	0	0	0	0
Recreation Programs	0	0	0	0	0	0	0	0	0	0	0	0	0
Social Services	0	0	0	0	0	0	0	0	0	0	0	0	0
Swimming Pool	0	0	0	0	0	0	0	0	0	0	0	0	0
Total - Recreation and Community Services	0	0	0	0	0	0	0	0	0	0	0	0	0
All Topics													
Total All Topics	94	253	262	235	217	230	339	298	0	0	0	0	1928



ARPA Expenditure Plan & Status Report

ITEM	STATUS	PROJECT/PROGRAM	BUDGETED	SPENT	ENCUMBERED	BALANCE
1	Complete	Annual Street Repavement - Phase II	1,007,232	1,007,232	-	-
2	Complete	COVID-19 Relief/Response Reimbursement	205,940	205,940	-	-
3	Complete	Layne Park Revitalization Project	200,341	200,000	-	341
4	Complete	Council Chambers/AV Upgrade	24,981	24,981	-	-
5	In Progress	Upper Reservoir Project	850,000	501,150	35,778	313,072
6	In Progress	Homeless Outreach Services	300,000	104,851	70,149	125,000
7	In Progress	Pioneer Park Project	254,961	-	-	254,961
8	In Progress	Downtown Master Plan	250,000	121,411	128,589	-
9	In Progress	Annual Street Repavement - Phase III	250,000	-	250,000	-
10	In Progress	Technology Improvements	179,845	31,171	-	148,674
11	In Progress	Las Palmas & Rec Park Generator Project	150,000	338	138,975	10,688
12	In Progress	City Mobile App - Virtual San Fernando	148,200	29,080	78,800	40,320
13	In Progress	Feasibility Study - New City Park Space	50,000	14,900	33,900	1,200
14	Planning Stage	Sidewalk Repairs	1,121,839	-	-	1,121,839
15	Planning Stage	First Time Home Buyer & Rehab Loan Program Revolving Fund	50,000	-	-	50,000
16	In Progress	Las Palmas HVAC Project	400,000	-	-	400,000
17	In Progress	Citywide Curb Repainting	200,000	-	-	200,000
18	In Progress	City Hall Beautification	100,000	-	-	100,000
19	In Progress	Las Palmas Server Room Transition	50,000	-	-	50,000
20	In Progress	Wifi at LP & Recreation Park w/Computer Rooms	25,000	10,634	-	14,366
Total			\$ 5,818,339	\$ 2,251,687	\$ 736,191	\$ 2,830,461

COMPLETED ITEMS

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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: September 3, 2024

Subject: Consideration to Award a Construction Contract to Onyx Paving Company, Inc. for Fog Seal Coating of City Parking Lots Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid from Onyx Paving Company, Inc., for construction services for Fog Seal Coating of City Parking Lots Project, Job No. 7627;
- b. Approve a Construction Contract (Attachment "A" - Contract No. 2289) with Onyx Paving Company, Inc., for an amount not-to-exceed \$552,560 for construction services for Fog Seal Coating of City Parking Lots Project, Job No. 7627;
- c. Approve a contingency of \$47,440 for any change orders due to unforeseen conditions or change in work;
- d. Adopt Resolution No. 8332 (Attachment "C") amending the budget for Fiscal Year (FY) 2024-2025 to transfer capital funds within Measure M and the Parking & Maintenance Operations to fund the City Parking Lots Project; and
- e. Authorize the City Manager, or designee, to execute the agreement and all related documents.

BACKGROUND:

1. On June 13, 2024, staff advertised a Request for Proposal (RFP) for Fog Seal Coating of City Parking Lots Project in the local adjudicated newspaper, emailed ten (10) contractors whom previously bid on similar projects, and on the City's website.
2. On July 11, 2024, the City received one (1) bid for the Fog Seal Coating of City Parking Lots Project, Job No. 7627.
3. During July 2024, staff reviewed and analyzed the bid to confirm that all the stated requirements within the RFP were met and to determine the lowest responsible bid.

Consideration to Award a Construction Contract to Onyx Paving Company, Inc. for Fog Seal Coating of City Parking Lots Project

Page 2 of 4

ANALYSIS:

The City has an ongoing maintenance program to address preventative maintenance and improve the general condition of the City's infrastructure. The City's system of 12 parking lots are critical to the livelihood of its Downtown Business and Civic areas. An effective parking lot maintenance program is crucial for ensuring the safety, functionality, and aesthetic appeal of the parking area.

The heavy use of the City's parking lots have put a lot of stress on the existing pavement. To extend the life of the pavement, regular maintenance, which includes such work crack sealing, pothole repair, striping, and sealcoating (fog seal) to protect the surface from water damage, oxidation, and other factors that can lead to deterioration, is recommended.

Fog seal coating will extend the life of the pavement another five (5) years until the City has funding for possible overlay or reconstruction of the parking lots, if necessary. As part of the Phase 2 Annual Street Resurfacing Project in 2023, parking lots 1, 11 and 12 received a slurry seal application, and the pavements are in good condition. In addition to fog sealing, work for this project will include fixing pothole, sealing cracks, repainting pavement markings, and restriping of parking stalls.

Bid Analysis.

The City only received one (1) bid for this project despite efforts to reach out and contact contractors that perform this type of work. The RFP requested contractors to submit a bid amount for each individual parking lot. This provided the City with flexibility to reduce the scope of work based on budget constraints, if necessary.

Parking Lot No.	Status	Bid Amount	This Project
Lot 1	Completed 2023	N/A	No
Lot 2	Concrete Parking Structure	N/A	No
Lot 3	Opportunity Site	\$114,108	\$114,108
Lot 4	Calles Verdes Project	\$39,888	No
Lot 5	Proposed Site	\$27,928	\$27,928
Lot 6N	Proposed Site	\$62,120	\$62,120
Lot 7	Proposed Site	\$17,072	\$17,072
Lot 8	Proposed Site	\$117,680	\$117,680
Lot 9	Proposed Site	\$56,272	\$56,272
Lot 10	Proposed Site	\$98,060	\$98,060
Lot 11	Completed 2023	N/A	No
Lot 12	Completed 2023	N/A	No
City Hall Parking Lot	Proposed Site	\$35,560	\$35,560
Police Parking Lot	Proposed Site	\$23,760	\$23,760
Total:		\$592,448	\$552,560

Consideration to Award a Construction Contract to Onyx Paving Company, Inc. for Fog Seal Coating of City Parking Lots Project

Page 3 of 4

Staff proposes that the City moves forward with work taking place at City Lots 3, 5, 6N, 7, 8, 9, 10, City Hall Parking Lot and Police Parking Lot (Attachment "C").

Parking lot 4 is excluded from this project list at this time because improvements to the parking lot will be funded through the Calles Verdes Project Grant, which is currently under design and is expected to be under construction in 2025. The Calles Verdes Project marks a collaborative effort between the City and TreePeople aimed at enhancing the City’s infrastructure to effectively manage stormwater and nuisance water. This initiative includes the integration of bioswales and cooling pavement within Parking Lot No. 4, redirect stormwater and nuisance water away from the street’s surface, while simultaneously fostering the growth of greenery within the landscaped parkways. In Parking Lot. No. 4, trees and bioswales will be incorporated within the existing parking lot medians.

Lot 3 at this time could be exclude from this project list because it is considered a development opportunity property, although a near term development (less than five (5) years) is not slated for the property, excluding lot 3 could reduce the over project cost by \$114,108.

BUDGET IMPACT:

The Fog Seal Coating of City Parking Lots Project is being funded by the following:

SOURCES		
Fund	Account Number	Allocation
Measure M	024-3210-0000	\$ 450,000
Measure R	012-3210-0000	\$ 150,000
Total Sources:		\$ 600,000

USES		
Activity	Account Number	Cost
Construction	024-335-0335-4600	\$ 552,560
	012-335-0335-4600	
Contingency	012-335-0335-4600	\$ 47,440
Total Uses:		\$ 600,000

The Fiscal Year 2024-2025 Capital Improvement Programs Budget includes \$150,000 in the Measure R (Account: 012-335-0560-4600) and \$450,000 in Measure M for Phase IV of the Annual Street Repavement Program (Account: 024-311-0560-4600). With Phase III of the Repavement program anticipated for completion in March 2025, Phase IV will likely not be completed until Fiscal Year 2025-2026. Measure M appropriations will instead be recommended for use at that time and current year funding is being recommended to be repurposed.

Consideration to Award a Construction Contract to Onyx Paving Company, Inc. for Fog Seal Coating of City Parking Lots Project

Page 4 of 4

In turn, it is recommended that the City Council adopt Resolution No. 8332 and authorize the City Manager to amend the FY 2024-2025 capital expenditure budgets to transfer \$150,000 in the Measure R and \$450,000 from Measure M Fund towards the City Parking Lots Project.

CONCLUSION:

It is recommended that the City Council accept the lowest responsible bid for Fog Seal Coating of City Parking Lots Project, approve an agreement with Onyx Paving Company, Inc., approve Resolution 8332 to amend the Fiscal Year 2024-2025 Capital Budget, and authorize the City Manager to execute the agreement and all related documents.

ATTACHMENTS:

- A. Contract No. 2289, including:
 - Exhibit "A": City Notice Inviting Bids and Onyx Paving Company, Inc. Bid Proposal
- B. Resolution 8332 – Capital Budget Amendment
- C. Map of Parking Lots



CONSTRUCTION CONTRACT/AGREEMENT

**ONYX PAVING COMPANY, INC.
FOG SEAL COATING OF CITY PARKING LOTS, JOB NO. 7627**

THIS AGREEMENT, made and entered into this 3rd day of September 2024, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, (hereinafter referred to as "CITY") and ONYX PAVING COMPANY, INC. (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **FOG SEAL COATING OF CITY PARKING LOTS, JOB NO. 7627**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto (attached and incorporated as Exhibit "A").

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **FOG SEAL COATING OF CITY PARKING LOTS**, (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated July 11, 2024.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **FOUR HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-TWO (\$438,452)**.

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **forty-five (45)** working days.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CITY OF SAN FERNANDO

ONYX PAVING COMPANY, INC.:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

ATTEST

Date: _____

By: _____
Julia Fritz, City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney

Date: _____

**CITY OF SAN FERNANDO
CALIFORNIA**

**CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS
FOR
FOG SEAL COATING AND STRIPING OF CITY PARKING
LOTS
JOB NO. 7627**



Prepared by: Manuel Fabian

Date: 06/06/2024

Prepared Under the Supervision of: Wendell Johnson, PE

Date: 06/06/2024

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NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 AM on Thursday, July 11, 2024**. Questions regarding the project are due by end of business on **Wednesday, July 3, 2024** and must be submitted by email only to Manuel Fabian at mfabian@sfcity.org. Bids will be publicly opened and declared for performing work on the following project:

FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS JOB NO. 7627

The City of San Fernando is inviting you to submit a bid for the fog seal coating and striping of City Parking Lots project. This project primarily consists of fog sealing eight City parking lots, installation of pavement markings and work related to the project.

The work to be performed includes, but is not limited to furnishing all materials, equipment, tools, notifications, labor, and incidentals as required by the specifications, and contract documents for the improvements at various locations throughout the City of San Fernando. The work includes but not limited to: crack sealing; placement of fog seal material; replacement of traffic striping and pavement markings; and clean-up of the project area.

The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

An optional pre-bid conference is scheduled for June 25, 2024 at 11:30 am at City Hall, 117 Macneil Street, San Fernando, CA, 91340.

The contract time for the project is FORTY-FIVE (45) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the contractor and his/her subcontractors shall obtain a City business license. Prior to beginning work, the prime contractor must possess a valid California **Class A** license or related license as issued by the State of California.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who

would be performing work in amount in excess of 1/2 of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of 1/2 of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

The State General Prevailing Wage Rate Determination as established by the California Department of Industrial Relations is available at <http://www.dir.ca.gov/DLSR/PWD/index.htm> and in the Public Works Department at City Hall.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at mfabian@sfcity.org to be placed on the plan holders list.**

Addenda, if any, will NOT be distributed to the plan holders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: 06/13/24

By: Wendell Johnson
Director of Public Works

Thursday
06/13/24

INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be

rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.
- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance

of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

Contractor's Proposal
Bid Schedule
Bidder's Bond
Contractor Information
List of References
List of Subcontractors
Certificate of Secretary of Adoption of Resolution
List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
Non-Collusion Affidavit

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS
JOB NO. 7627**

The undersigned hereby proposes to furnish all labor, materials, notifications, equipment, tools, transportation, and services to perform all work required and to complete said work within **forty-five (45)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

Dated

Bidder

Signature

Name (Print/Type)

Title

**BID SCHEDULE
FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS
JOB NO. 7627**

PARKING LOT 3					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$	\$
2.	MOBILIZATION	LS	1	\$	\$
3.	CRACKSEALING	LS	1	\$	\$
4.	FOG SEALING	SY	6,255	\$	\$
5.	REMOVE AND REPLACE ASPHALT	SF	1,500	\$	\$
6.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-5					\$

PARKING LOT 4					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$	\$
2.	CRACKSEALING	LS	1	\$	\$
3.	FOG SEALING	SY	4,305	\$	\$
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-4					\$

PARKING LOT 5					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$	\$
2.	CRACKSEALING	LS	1	\$	\$
3.	FOG SEALING	SY	2,455	\$	\$
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-4					\$

PARKING LOT 6N					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$	\$
2.	CRACKSEALING	LS	1	\$	\$
3.	FOG SEALING	SY	4,450	\$	\$
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-4					\$

PARKING LOT 7					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$	\$
2.	MOBILIZATION	LS	1	\$	\$
3.	CRACKSEALING	LS	1	\$	\$
4.	FOG SEALING	SY	670	\$	\$
5.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-5					\$

PARKING LOT 8					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$	\$
2.	MOBILIZATION	LS	1	\$	\$
3.	CRACKSEALING	LS	1	\$	\$
4.	FOG SEALING	SY	4,425	\$	\$
5.	REMOVE AND REPLACE AC	SF	3,000	\$	\$
6.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-5					\$

PARKING LOT 9					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$	\$
2.	CRACKSEALING	LS	1	\$	\$
3.	FOG SEALING	SY	2,045	\$	\$
4.	REMOVE AND REPLACE ASPAHLT	SF	1,500	\$	\$
5.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-4					\$

PARKING LOT 10					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$	\$
2.	CRACKSEALING	LS	1	\$	\$
3.	FOG SEALING	SY	1,725	\$	\$
4.	REMOVE AND REPLACE ASPHALT	SF	2,000	\$	\$
5.	COOL PAVEMENT (BID ALTERNATE)	SF	16,500	\$	\$
6.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-4					\$

CITY HALL PARKING LOT					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$	\$
2.	CRACKSEALING	LS	1	\$	\$
3.	FOG SEALING	SY	1,600	\$	\$
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-4					\$

POLICE PARKING LOT					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$	\$
2.	CRACKSEALING	LS	1	\$	\$
3.	FOG SEALING	SY	2,350	\$	\$
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
SUBTOTAL ITEMS 1-4					\$

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None".

List of Addendum Received: _____

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the City of San Fernando in the sum of _____
_____ (\$ _____)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above
bounden _____
to construct _____
(insert names of streets and limits to be improved) dated _____ is accepted by
the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors
and assigns, shall duly enter into and execute a contract for such construction, and shall execute
and deliver the two bonds described within ten (10) days (not including Sunday) from the date of
the mailing of a notice to the above bounden _____
by and from the said City of San Fernando that said contract is ready for execution, then this
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of
_____, 2024.

Principal	Surety
By _____	By _____
Its _____	Its _____
By _____	By _____
Its _____	Its _____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently
power of attorney must be attached to the bond to verify the authority of any party signing on
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____ Fax _____ E-mail _____

Type of Firm: Individual () Partnership () Corporation ()

Corporation organized under the laws of the State of _____

Contractor's License Number _____ State ____ Classification _____ Expiration Date _____

DIR Registration Number _____ Expiration Date _____

Names and titles of all officers of the firm

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

2. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

3. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

4. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

5. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

6. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, _____(insert name of Secretary), do hereby certify that I am the Secretary of _____(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____ day of _____, 2024 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, _____ President _____, Vice President and _____, secretary *(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion)*, be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____ day of _____, 2024.

Secretary

Affix Seal

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

- 1. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 2. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 3. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 4. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 5. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 6. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

NON-COLLUSION AFFIDAVIT

FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS
JOB NO. 7627

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and
says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date

Bidder

Authorized Signature

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Name (Print/Type)

Title

On _____, 2024 before me, _____

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

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

(Notary Seal)

Signature of Notary Public



CONSTRUCTION CONTRACT/AGREEMENT

FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS JOB NO. 7627

THIS AGREEMENT, made and entered into this ___ day of _____ 2024, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS JOB NO. 7627**, Notice Inviting Bids, Instructions to Bidders, Contractor’s Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS JOB NO. 76xx**, (the "Work of Improvement") all in accordance with the Contract Documents and Contractor’s Proposal dated _____, 2024.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City’s Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____ (\$_____).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within forty-five (45) working

CONSTRUCTION CONTRACT/AGREEMENT**Fog Seal Coating And Striping Of City Parking Lots JOB NO. 7627**Page 2 of 3

days.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

CONSTRUCTION CONTRACT/AGREEMENT

Fog Seal Coating And Striping Of City Parking Lots JOB NO. 7627

Page 3 of 3

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONTRACTOR

BY _____

Title

BY _____

Title

CITY OF SAN FERNANDO
A Municipal Corporation

NICK KIMBALL

CITY MANAGER

ATTEST:

JULIA FRITZ
CITY CLERK

APPROVED AS TO FORM:

RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____ (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner,
in the sum of _____ (\$ _____)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a
contract, attached hereto, with the Owner dated _____ for _____
_____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying
labor and material in the prosecution of the work provided for in said contract, and any and
all duly authorized modifications of each contract that may hereafter be made, then this
obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or
the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of
the persons named in Section 3181 of the Civil Code of the State of California for any
materials, provisions, provender or other supplies used in, upon, for or about the
performance of the work or labor performed by any such claimant or any amounts required
to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of
employees of the contractor and his subcontractors pursuant to Section 18806 of the
Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay
for the same, in the amount not exceeding the sum set forth hereinabove and also, in case
suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any and all persons named in the aforesaid Civil
Code Section 3131 so as to give a right of action to them or their assigns in any suit
brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or modification of the contract documents or of the work to be
performed thereunder shall in any way affect its obligations on this bond; and it hereby
waives notice of any and all such changes, extensions of time; and alterations or
modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____ as Contractor, has by written agreement dated _____, 2024, entered into a contract with Owner for FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS, JOB NO. 7627 in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

- 1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

- 2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
- 3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

GENERAL PROVISIONS

PART I

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

STANDARD SPECIFICATIONS

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction (SSPWC or "Greenbook"), including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 3-7.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

Subsection 1-2 Terms and Definitions

Add the following to the provisions of Subsection 1-2, "Terms and Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, the City of San Fernando Standard Plans, and the American Water Works Association (AWWA) are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

Subsection 1-7 Award and Execution of the Contract

Add the following to the provisions of Subsection 1-7, "Award and Execution of the Contract":

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Add the following to the provisions of Subsection 1-7.2, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or \$1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

SECTION 2 - SCOPE OF THE WORK

Subsection 2-2 Permits

Add the following to the provisions of Subsection 2-2, "Permits":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

Subsection 2-8 Extra Work

Add the following to the provisions of Subsection 2-8, "Extra Work":

Change Order (C/O) requests must be on company letterhead and within the letter provide detailed information for what C/O consists of and what triggered C/O.

All C/O requests, even if still within contingency, needs to be submitted to City in manner stated above. Additionally, no work related to C/O can be done until letter request has been received by City and funds available to cover C/O have been confirmed.

When extra work is determined to be warranted by the Contractor, due to any type of problems, such as changed conditions, plan interpretations, progress billing, or others, the following procedure shall be followed:

- 1) The Contractor shall notify the inspector and follow up in writing to the Engineer
- 2) Inspector informs the Engineer, and Engineer investigates the matter
- 3) Engineer reviews and submits findings to the City Engineering, including recommendations for approving/denying Contractor's request
- 4) Engineer notifies Contractor with the City decision in writing.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

The Contractor shall notify in writing the Engineer within three (3) working days following the discovery of potential extra work or change order. Failing to notify the Engineer within the time required shall constitute a waiver of any potential change order.

Subsection 2-9 Changed Conditions

The Contractor's failure to provide written notice of changed conditions within 48 hours upon their discovery to the Engineer and before they are disturbed shall constitute a waiver of compensation and claims in connection therewith.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Subsection 2-10 Disputed Work

Add the following to the provisions of Subsection 2-10, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 3 – CONTROL OF THE WORK

Subsection 3-4 Authority of The Board and The Engineer

Add the following to the provisions of Subsection 3-4, "Authority of The Board and The Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

Subsection 3-5 Inspection

Add the following to the provisions of Subsection 3-5, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

Subsection 3-7 Contract Documents

Add the following to the provisions of Subsection 3-7, "Contract Documents":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawing shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

Subsection 3-10 Surveying

Add the following:

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the City Engineer **prior** to their removal. Failure to provide such notification will result in the Contractor being liable for all costs associated with their replacement.

Permanent Survey Markers

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to Reset Survey Monuments. The Contractor is responsible for the filing and recording of the Survey Monuments.

Survey Service

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking. The Contractor is responsible for the accuracy of surveying adequate for construction.

Measurement and Payment. The following section is hereby added:

Full compensation for Construction Survey, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be considered as included in the other items of work.

Payment for monumentation restoration shall be paid at the contract unit price bid per intersection, including furnishing all labor, materials, tools, equipment, surveyor supervision, filing and recordation and other incidental for doing all the work involved and no separate payment shall be made thereof.

Subsection 3-12 Work Site Maintenance

Add the following to the provisions of Subsection 3-12, "Work Site Maintenance":

All excess dirt and construction debris shall be hauled away from job site each day.

Subsection 3-12.4 Storage of Equipment and Materials

Add the following to the provisions of Subsection 3-12.4, "Storage of Equipment and Materials":

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned. Adequate flashing barricades shall be provided.

Subsection 3-13 Completion, Acceptance, and Warranty

Add the following to the provisions of Subsection 3-13, "Completion, Acceptance, and Warranty":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-3 Inspection

Add the following to the provisions of Subsection 4-3, "Inspection":

At the option of the Engineer, the source of supply of each of the materials shall be approved by the

Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

Subsection 5-3 Labor

Add the following to the provisions of Subsection 5-3, "Labor":

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be

obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Subsection 5-3.4 Hours of Labor

Add the following to the provisions of Subsection 5-3.4, "Hours of Labor":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

Subsection 5-4 Insurance

Add the following to the provisions of Subsection 5-4, "Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

Subsection 5-7 Safety

Add the following to the provisions of Subsection 5-7, "Safety":

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORKSubsection 6-1 Construction Schedule and Commencement of Work

Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of Work":

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 6 p.m. Night time work is an option for this project. Post parking restrictions at least 72 hours before work begins.

Contractor shall provide a schedule, which may include the staggering of the work in parking lots that have multiple ingress/egress locations in order to keep lots accessible.

Subsection 6-3 Time of Completion

Add the following to the provisions of Subsection 6-3, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- | | |
|---------------------------|--------------------------|
| ▶ New Year's Day | ▶ Independence Day |
| ▶ Martin Luther King Day | ▶ Labor Day |
| ▶ President's Day | ▶ Veterans Day |
| ▶ Cesar Chavez's Birthday | ▶ Thanksgiving Day |
| ▶ Memorial Day | ▶ Day after Thanksgiving |
| ▶ Juneteenth | ▶ Christmas |

Subsection 6-4 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-4, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and

inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of One Thousand Dollars (\$1,000.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

SECTION 7 - MEASUREMENT AND PAYMENT

Subsection 7-3 Payment

Add the following to the provisions of Subsection 7-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

Subsection 7-3.2 Partial and Final Payment

Add the following to the provisions of Subsection 7-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San

Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

Subsection 7-4.3 Markup

Add the following to the provisions of Subsection 7-4.3, "Markup":

Work by Contractor. The following percentages shall be added to the contractor's costs and shall constitute the markup for all supervision and management (direct or indirect); home office and field overhead and all profits, which shall be deemed to include all items of expense not specifically designated as materials or tool and equipment rental as in sections 7-4.2.2, "Materials", and 7-4.2.3, "Tool and Equipment Rental".

Labor	20%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%

To the sum of the costs and markups provided for in this subsection, a maximum of one percent (1%) shall be added as compensation for bonding upon proof of actual payment to the suret(ies).

Add the following to the provisions of Subsection 7-4.3.2, "Work by a Subcontractor":

When all or any part of the extra work is performed by a subcontractor, the markup established in subsection 7-4.3 shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent on work in excess of \$2,000 of the subcontracted portion of the extra work may be added by the contractor.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SECTION 400 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Add the following to the provisions of subsection 400-1, "General"

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

SECTION 402 - UTILITIES

Subsection 402-1 Location

Add the following to the provisions of Subsection 402-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

1.	Frontier Communications	800-483-1000
2.	Southern California Edison Company	800-611-1911
3.	Southern California Gas Company	800-427-2200
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Spectrum Cable	818-700-6500
8.	Plains All America Pipeline	800-708-5071

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

Add the following to the provisions of Section 601, "Temporary Traffic Control for Construction and Maintenance Work Zones":

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

a.	Public Works Department	818-898-1293
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- b. Police Department 818-898-1267
- c. Fire Department 818-989-8561
- d. Mauran Ambulance 818-365-3182

The Contractor may choose to comply with the requirements of W.A.T.C.H. (Work Area Traffic Control Handbook) in providing devices and signage for pedestrian and vehicular traffic. The Contractor shall provide flagmen as necessary.

Overnight parking of construction equipment in the project site shall comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

SPECIAL PROVISIONS

PART 1

SEAL COATS & CRACK TREATMENT

PART 1 – GENERAL

1.01 SUMMARY OF WORK

- A. Crack Treatments ("Crack Sealing") shall conform to Section 37-6 of the Caltrans Standard Specifications (Standard Specifications) and these Special Provisions.
- B. The scope of work shall include and not be limited to:
 - 1. Crack treatment shall occur to cracks occurring within the project limits, full length and width as deemed necessary for crack treatment.
 - 2. Cracks 1/2" wide and wider shall be filled before surface treatment is applied. Cracks shall be routed to a depth and width of 1/2" prior to sealing.
 - 3. Crack sealing shall be performed after any required pavement repairs or grinding operations and prior to placing flexible pavement coatings, pavement reinforcing fabric, or overlays.
- C. Fog Seal shall conform to Section 37-4 of the Standard Specifications and these Special Provisions.
- D. The scope or work shall include, but not be limited to:
 - 1. Surface preparation of the area to be receive the conventional fog seal.
 - 2. Crack treatment prior to conventional fog seal application.
 - 3. Inspection of area to be treated prior to application of conventional fog seal and reworking any areas noted to be deficient by Engineer.
 - 4. Application of conventional fog seal including inspection and repairs of any deficient areas

1.02 SUBMITTALS

- A. Submittals for Crack Treatments shall conform to Section 37-6.01 of the Standard Specifications and submittals for Fog Seal shall conform to Section 37-4.01 of the Standard Specifications and these Special Provisions.
- B. Submit Safety Data Sheets (SDS), certificates of compliance, and test results as required in the Standard Specifications, for the review and approval of the Engineer.
- C. Prior to disposal of excess material submit requests in writing for approval of the Engineer.
- D. Sand gradation test results, for the crack treatment material, under California Test 202.

1.03 CONSTRUCTION

- A. Construction for Crack Treatment shall comply with the provisions set forth in Section 37-6.03 "Construction", and construction for Fog Seal shall comply with the provisions set forth in Section 37-4.02C "Construction" of the Standard Specifications and these special provisions.
- B. Construction notices shall receive the approval and authorization of the Engineer before the Contractor sends the notice to property owners and these notices shall contain the following:

SP-1

1. Describe the work to be performed.
2. Detail streets and limits of activities.
3. Indicate dates and work hours.

1.04 QUALITY ASSURANCE AND QUALITY CONTROL

- A. Comply with Section 37-1.01D(1) "General" and Section 37-6.01D "Quality Assurance" for Crack Treatment and with Section 37-4.02A(4) including its subparts of the Standard Specifications and these Special Provisions.
- B. The County reserves the right to sample components at the mixing site for testing and acceptance.

1.05 AMBIENT CONDITIONS.

- A. The Conventional Fog Seal shall not be placed when rain is likely prior to curing of the product or when freezing conditions are expected within 24 hours of application. Both ambient temperature and roadway surface temperature shall be minimum 50° F (10° C) and rising before beginning application.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Comply with Section 37-6.02B "Crack Treatment Material" of the Standard Specifications and these Special Provisions.
- B. Crack treatment materials shall Maxwell Gap Filler for sealing cracks larger than ½" and CRAFCO Crack Sealer for sealing cracks smaller than ½" or approved alternate material.
- C. The asphalt emulsion shall be designated CQS-1H and meet the specification as listed in AASHTO M 208. The asphalt emulsion shall contain asphalt and water and shall be diluted 1:1 with water at the point of manufacture. The asphalt emulsion shall be tested prior to dilution to ensure compliance with applicable specifications. Asphalt emulsion delivered to the project shall be accompanied by a laboratory certification of analysis and any other certifications as deemed necessary or advisable. Aggregate is used only as a blotting agent in areas of excess emulsion application. The aggregate shall be any suitable manufactured or natural sand with top-sized material of less than 0.25 inch (0.635 cm).

PART 3 – EXECUTION

3.01 SEQUENCE OF WORK

- A. Prior to beginning work, the Contractor shall stake the limits of work for the review and approval of the Engineer. Adjust limits of work as instructed by the Engineer to meet the design intent.
- B. The edge lines of the limits of the resurfacing application on both sides of the street shall be maintained in a neat uniform line.
- C. Contractor shall furnish and maintain in good working condition all tools and equipment necessary to do the work with personnel efficiently and skillfully.
- D. Sweeping shall be done before the end of the day to remove any excess material or debris from the roadway. Sweeping shall be performed at driveways, gutters, sidewalks, and other locations with public access in the project limits, at the end of each day during resurfacing activities.

3.02 SURFACE PREPARATION

- A. Immediately prior to performing crack sealing, cracks shall be cleaned by the use of high pressure compressed air, such that all vegetation, dirt, and other objectionable materials are removed. The compressed air shall be filtered of moisture and oils. Under damp conditions, a hot compressed air lance shall be utilized to dry the cracks as well.
1. Route large cracks (0.25 inch and larger). The width of the routing should be 0.25 inch (5 mm) wider than the crack width. The depth shall be equal to the width of routing, plus 0.25 inch (5 mm) or deeper if debris is still observed.
 2. Wider and deeper cracks may be partially filled with coarse sand or other granular materials, a backing rod (to reduce the volume of asphalt emulsion), or other fill material needed to restore the asphalt surface.
 3. Sealant material shall be applied at the temperature and rate recommended by the manufacturer.
 4. Sealant shall be applied to a slightly overfilled condition, then struck off with a guideshoe, plate, or squeegee to produce a band of material two (2) inches to four (4) inches in width, centered over the crack. Strike-off height shall be less than 1/8-inch above the pavement surface, to alleviate the potential bump in the overlay from crack sealant.
 5. Extensively cracked pavement areas (alligator cracking) shall not be crack sealed unless specifically directed by the Engineer. Where the Engineer determines excessive coating or thickness of pavement crack sealant by the Contractor, the Contractor shall perform the necessary pavement base repairs to correct the problem prior to placement of any flexible pavement coating, pavement reinforcing fabric, or overlay.
- B. Contractor shall remove any and all vegetation within the road resurfacing limits by an acceptable and approved means (i.e. manual and/or mechanical) ensuring that dirt and debris are removed from cracks and voids.
- C. Contractor shall be responsible for performing supplemental cleaning, hand sweeping, and brooming, as necessary, until the roadway is free of hazards and obstructions. Contractor shall be liable for claims or damages related to roadway debris. Roadway shall be clear and safe for traffic at all times.
- D. Contractor shall set references to and record locations of each utility to be recovered and raised after paving operations.
- E. Before applying the crack sealant, cover manholes, valves, monument covers, grates, and other exposed facilities located within the area of application, using plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. All traces of plastic and residual shall be removed from all manhole covers, drain inlet covers, and all other utility covers as quickly as possible, after the application of the crack sealant and prior to overlaying with Hot Mix Asphalt in accordance with Section 39 of these Special Provisions.

3.03 PAVEMENT STRIPING AND MARKINGS

- A. Contractor shall prepare the road surface before any seal coat related activities take place, by removing all existing paint striping (if any) as well as sweeping or brooming the surfaces with a power broom.
1. Should the asphalt surface be damaged during removal, the Engineer may request a leveling course of HMA to be placed prior to application of the surface treatment at no additional cost to the contract.

- B. Lane lines and pavement markings, with the exception of crosswalks and stop bars, may be removed up to 72 hours in advance of the surface treatment. Crosswalks and stop bars may be removed 24 hours in advance of the surface treatment.
- C. All lane lines and pavement markings shall be referenced with temporary lane markers (tabs) according to the manufacturer's recommendations. Maintain the markers by replacing lost or damaged markers daily.
- D. Temporary lane line markers used for centerlines shall have yellow bodies and yellow reflective sheeting on both sides.
- E. Temporary lane markers used for lane lines or edge lines shall have the same body and reflector color as required for the permanent striping and the reflective sheeting shall only be required on the side that faces oncoming traffic.
- F. The patterns and spacing for the temporary pavement markers shall be as follows:
 - 1. Long Lines: Place one (1) marker at 50-foot intervals.
 - 2. Broken Lines: Place one (1) marker at the beginning of each broken line.
 - 3. Double Yellow Lines: Place two (2) markers side by side with a four (4) inch separation between markers at 50-foot intervals.
 - 4. Stop Bar: Place one (1) marker, on either side of the stop bar, across the travel lanes.
- G. The Engineer shall approve the surface preparation prior to sealing activities.

3.04 APPLICATION RATES

- A. The asphalt emulsion shall be applied by means of a pressure distributor. Application shall be a uniform, continuous, full coverage spread and under such pressure as to thoroughly coat the surface at the specified rate. The temperature of the asphalt emulsion during application shall be maintained between 100 - 160° F (37.8 - 71.1° C).
- B. Application rate shall be within the range of 0.08-0.10 gal/sq yd at 50/50 dilution. If fog seal becomes tacky sprinkle with water as required.

3.05 EQUIPMENT

- A. Contractor's sealing equipment shall adhere to the requirements of Section 37-1.03B "Equipment" of the Standard Specifications and these Special Provisions.
- B. The distributor shall be self-powered and capable of providing a uniform application rate of asphalt binder varying from .05-1.00 gal/yd² over a variable width up to 16 feet in a single pass. Nozzles on the distributor bar shall be fully operational and of the size suggested by the manufacturer to apply the intended application rate. Coverage shall be full with no overlapping areas or bare spots. The distributor shall be self-powered and include computerized application controls and be capable of heating material to 160° F (71° C).

3.06 FINISHING

- A. Crack seal areas shall be protected from traffic until the material has sufficiently cured and does not track. Any damage or loss of material from freshly placed crack seal material shall be replaced by the Contractor.

3.07 LIMITATIONS – NOT USED

PART 4- MEASUREMENT AND PAYMENT

- A. The contract lump sum price paid for "Crack Sealing" shall include full compensation for

furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

- B. The payment at the Contract unit price per square yard (SY) for "Fog Seal", shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed, therefore

SPECIAL PROVISIONS

PART 2

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2010 Caltrans Standard Plans, and Standard Specifications, Section 56, "Signs," Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

The plans provided may not reflect existing conditions. Contractor may use other means of resources such as Google Maps to identify existing striping and pavement markings.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 56 - SIGNS

56-4 ROADSIDE SIGNS

56-4.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be a 2-inch square, galvanized steel "Quick Punch" post. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

56-4.04 Payment. Payment for signing shall be included in the bid price for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1 GENERAL

84-1.02 Materials. Traffic stripes, pavement markings, crosswalks, and arrows shall be thermoplastic unless otherwise shown on the Plans. Curb markings shall be paint, 2 coats. Contractor shall repaint all curb markings within the project limits.

84-1.03A Tolerances and Appearance. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than 1/2-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings," and Section 15-2.02D, "Remove Pavement Markers," of the State Standard Specifications.

84-2 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials. Traffic striping shall be thermoplastic including crosswalks, arrows and other pavement legends.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 85, "Pavement Markers."
Epoxy shall be the Rapid Set type.

84-2.04 Payment. Payment for striping details, pavement markings, and curb marking shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

84-3 PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-3.02 Materials. Paint for curb markings shall be ready-mixed rapid dry type.

84-3.03 Construction. Paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

84-3.07 Payment. Payment for striping details, pavement markings, and curb marking and repainting existing painted curb shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

SECTION 85 – PAVEMENT MARKERS

85-1.03C Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 15-2.02D, "Remove Pavement Markers."

85-1.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS**PART 3****ASPHALT WORK****Excavation:**

1. Remove existing damaged HMA.
2. Remove existing aggregate base material necessary to provide for a sub-grade with a minimum of 95% compaction.
3. Any substandard soils that do not meet minimum compaction will be excavated and replaced until the sub-grade meets a minimum of 90% compaction.
4. All edges of excavation areas will be saw cut.

Aggregate Base Placement:

1. AB will be compacted to a minimum of 95% compaction.

HMA Placement:

1. Contractor will install a minimum of 3 inches in depth of HMA.
2. Unless otherwise approved by the Project Manager each course of pavement shall not exceed 2 inches compacted thickness. Where compacted thickness of any pavement course is more than 2 inches, the paving material shall be compacted in two or more layers each of not less than 1-inch compacted thickness.

Spread and compact minor HMA by methods that produce an HMA surfacing:

1. Textured uniformly
2. Compacted firmly
3. Free of depressions, humps, and irregularities

Compact minor HMA with a vibratory roller providing a minimum of 7,000 pounds centrifugal force. With the vibrator on, compact at least 3 complete coverages over each layer, overlapping to prevent displacement. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off. Complete the first coverage before the mixture's temperature drops below 250 °F.

The owner or his designated representative will inspect all excavations, soil compaction and sub base before HMA placement.

SPECIAL PROVISIONS

PART 4

MOBILIZATION

PART I – GENERAL

1.01 DESCRIPTION

A. Mobilization shall consist of the following work:

1. Bonds and Insurance.
2. Schedule of values.
3. Mobilization of materials and equipment to the site.
4. Providing construction fencing, office trailers, temporary sheds, temporary utilities, temporary facilities, and all preparatory work prior to the commencement of productive work at the site required under this Contract.
5. Provide construction utilities. The Contractor shall locate utility connection points and make necessary arrangements with utility agencies for construction, water, power, and communication, etc. In the event that such utilities are not easily available, then the Contractor shall provide such utilities at no additional cost to the City.
6. Preparation of all necessary permits, submittals, notifications, record drawings, and other documentation.
7. Coordination and any other items required to complete the construction not otherwise measured and paid for.
8. Demobilization of all of materials and equipment from the site.
9. On-going and final site clean-up.

B. Ground-disturbing activities may only occur between April 1st to October 15th, unless otherwise approved by the Engineer

C. Paving work is expected to occur during favorable weather conditions.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 MOBILIZATION AND DEMOBILIZATION

A. The Contractor shall inspect the site to observe actual field conditions prior to bidding the project.

B. Mobilization shall also include finish work and operations, (demobilization) including, but not limited to, removal of personnel, equipment, supplies, and incidentals from the project site and clean-up of the project site. The Contractor shall not demobilize equipment from the site until the project is accepted as complete, unless directed otherwise in writing by the Engineer.

C. Mobilization shall also include preparation of all necessary permits, submittals, notifications, and other documentation necessary for the performance of the work.

D. Contractor shall clean all equipment of dirt, mud, and plant material, prior to entering the work areas, to prevent the introduction of invasive plants.

3.02 PERMITS AND REGULATIONS

- A. The Contractor shall obtain all other permits required for the performance of the work.
- B. The Contractor shall comply with the SWRCB requirements.
- C. The Contractor shall comply with County's and the Regional Water Quality Control Boards Erosion and Sediment Control Best Management Practices (BMP).

3.03 PROTECTION OF EXISTING PROPERTY AND CONDITIONS

A. Protection of Work and Property:

1. Confine the storage of materials and workmen's operations to the limits established on the Contract Documents and by law, permits, and/or directions of the Engineer. Do not unreasonably encumber the premises with materials.
2. Contractor is responsible for the protection and preservation of all materials and equipment located on the construction site.
3. Provide watchman services as may be deemed necessary to safeguard properly all materials, tools, appliances, and work. The City will not assume any responsibility for the loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief, or other causes which may occur during or after working hours.
4. Contractor shall promptly comply with all reasonable requests of the Engineer to protect the site.
5. Contractor shall repair or replace all work performed or materials, supplies, or equipment furnished which may be damaged or lost by any cause, during the construction of the project, other than acts of God, to the satisfaction of the Engineer. Costs for such repairs or replacement shall be considered as part of the unit cost for all working being performed and is not eligible for additional reimbursement.

- B. Contractor shall be responsible for any damage to all roads, existing vegetation, existing buildings, utilities, and other property and improvements resulting from the Contractor's use and shall repair all damage resulting from such use to the satisfaction of the Engineer and at no cost to City.

- C. Contractor's Staging Area: Store construction materials and equipment within boundaries of designated staging and storage areas approved by the Engineer.

D. Tree and Plant Protection:

1. Do not store materials or equipment or operate or park equipment under the branches of any existing plant, to remain, except as actually required for construction in those areas.
2. Provide barricades, fences, or other barriers as necessary at the drip line to protect existing plants and trees from damage during construction.
3. Notify Engineer where Contractor presumes grading or other construction called for by Contract Documents may damage existing plants/trees to remain.
4. If existing plants to remain are damaged during construction, Contractor shall replace such plants with others of the same species and size as those damaged or as directed by Engineer, at no cost to the County.

3.04 EXISTING UTILITIES

- A. The Contractor shall identify, locate, and protect all existing utilities within the limits of work, including onsite and offsite access routes.
- B. The location of existing utilities and underground facilities known to the City are shown in their approximate location based on information available at the time of

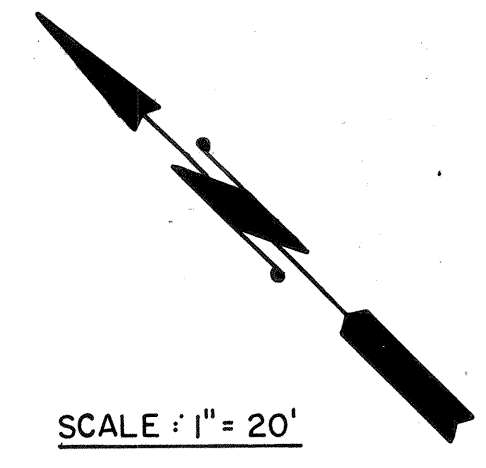
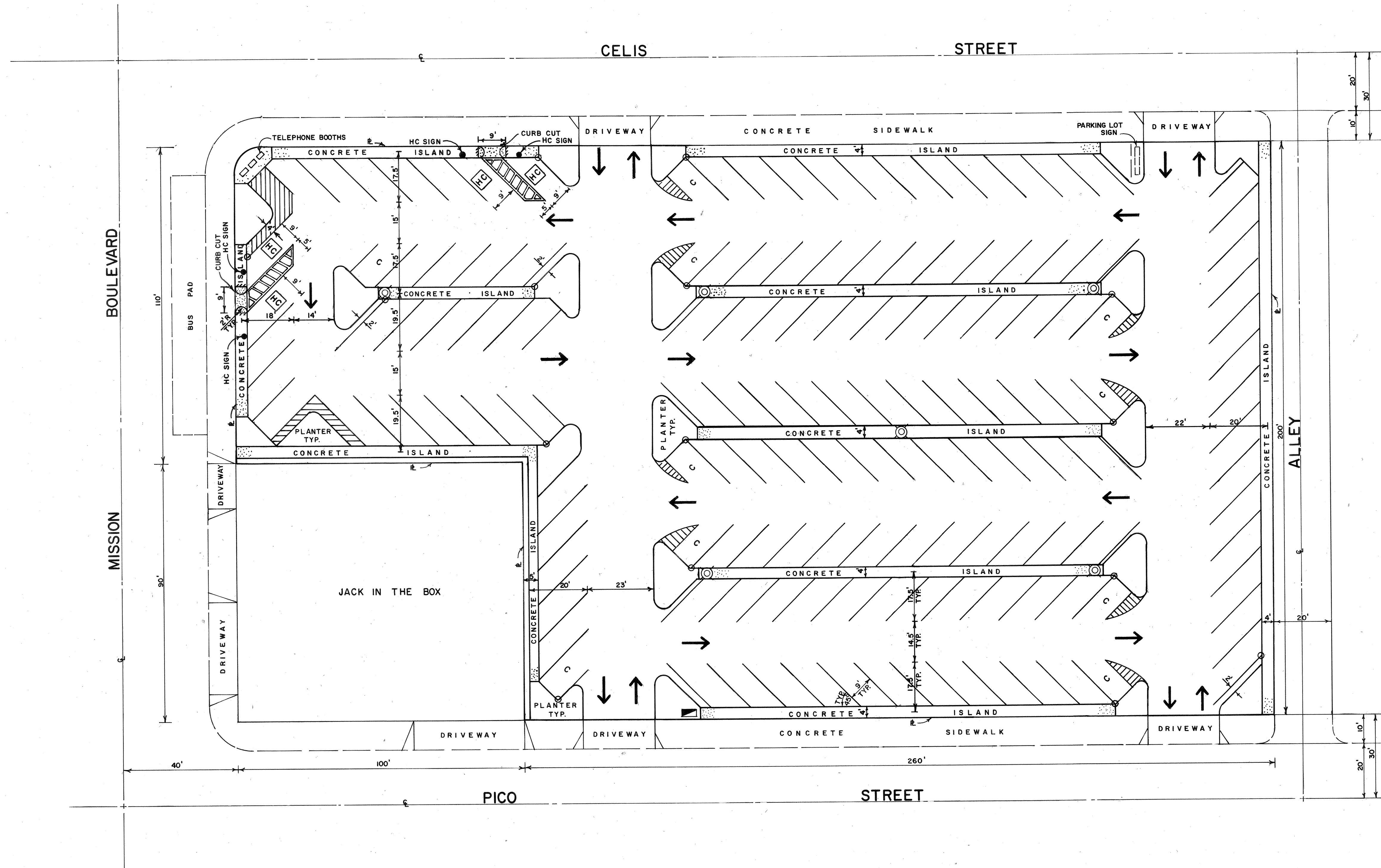
preparing the Contract Documents. The actual location, size, type, and number of utilities and underground facilities may differ from that shown, and utilities or underground facilities may be present that are not shown.

- C. Obtain from the respective agencies the best available current information on location, identification, and marking of existing utilities, piping, conduits, and other underground facilities before beginning any excavation. Call Underground Service Alert at 811 for information at least 48 hours in advance of beginning work.
- D. The Contractor will have to coordinate location, connection points for construction power, water, communication etc., with respective utility.





3.06 ACCESS TO THE PROJECT SITE

- A. Access to the site is over public roads. Exercise care in the use of such roads and repair any damage to the satisfaction of the City or agency having jurisdiction over the road.
- B. Under no circumstances shall the Contractor use any other private roads that are not designated for access.
- C. Do not track mud onto private or public roads. The Contractor shall employ a street sweeper as needed to keep all paved surfaces free of tracked mud or dirt.

PARKING LOT MAPS

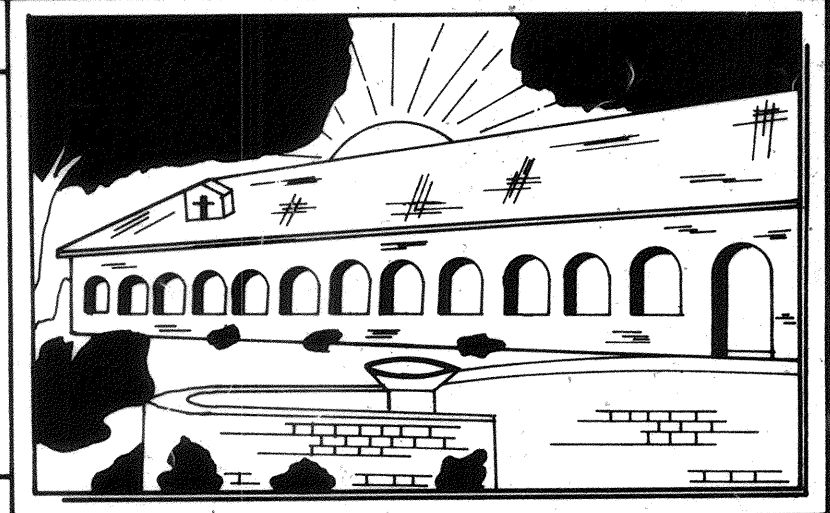
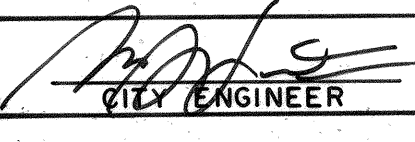


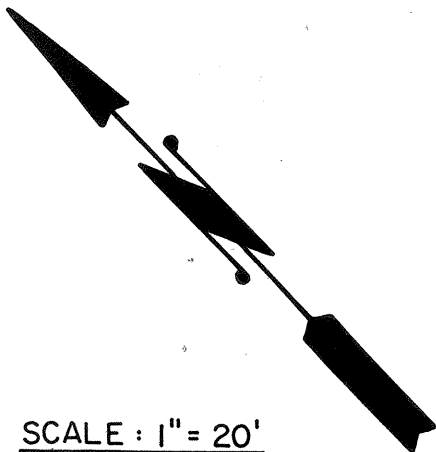
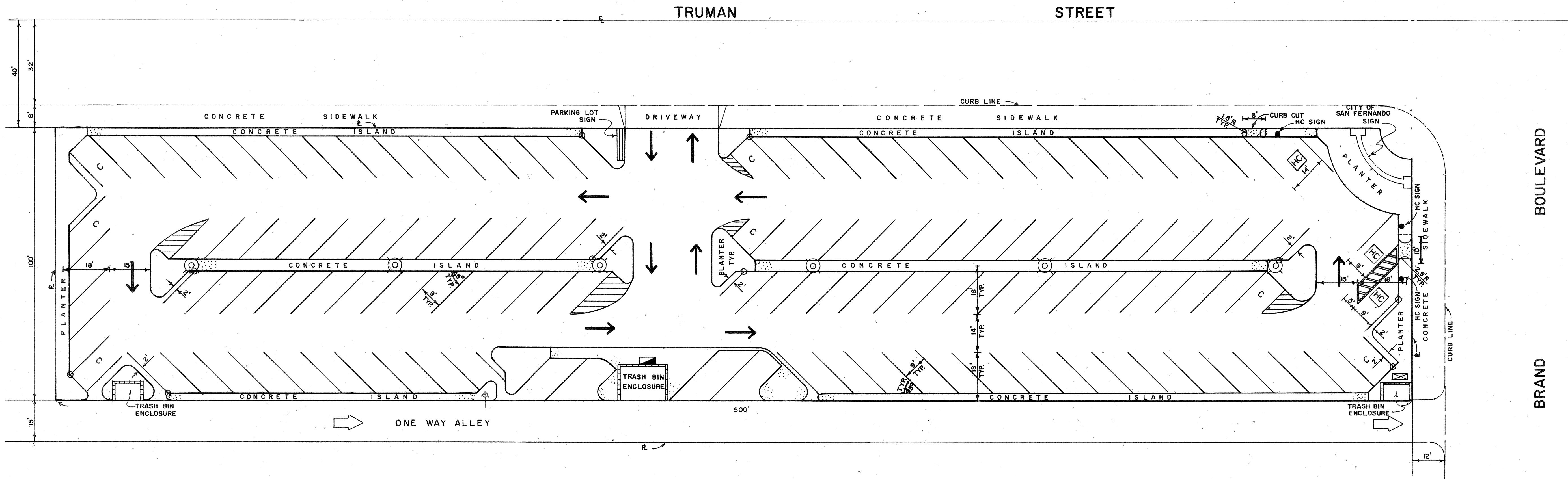
LEGEND

-  ELECTRICAL CONTROLLER
-  PARKING LOT LIGHT
-  PARKING STALL FOR COMPACT CAR
-  CONTROLLING POINT FOR STRIPING.

NOTE






CUT IN CONCRETE SIDEWALK FOR HANDICAP SIGNS SHALL BE AT THE SCORE LINES. CUT IN CONCRETE ISLAND SHALL BE SQUARE (WIDTH OF ISLAND PAVEMENT).

JOB NO. 7332		
SAN FERNANDO, CALIFORNIA		
SLURRY SEAL, COATING, STRIPING AND MARKING OF PARKING LOT NO. 3		
 R. A. NAVARRO - ASST. CITY ENGINEER	021923 R.C.E. NO.	4-13-90 DATE
SHEET 2 OF 8		
DESIGN R. A. NAVARRO	DRN. SAM IBRAHIM	DATE FEBRUARY, 1990
		PLAN MS-532



SCALE: 1" = 20'

LEGEND

-  ELECTRICAL CONTROLLER
-  PARKING LOT LIGHT
-  IRRIGATION CONTROLLER
-  PARKING STALL FOR COMPACT CAR
-  CONTROLLING POINT FOR STRIPING

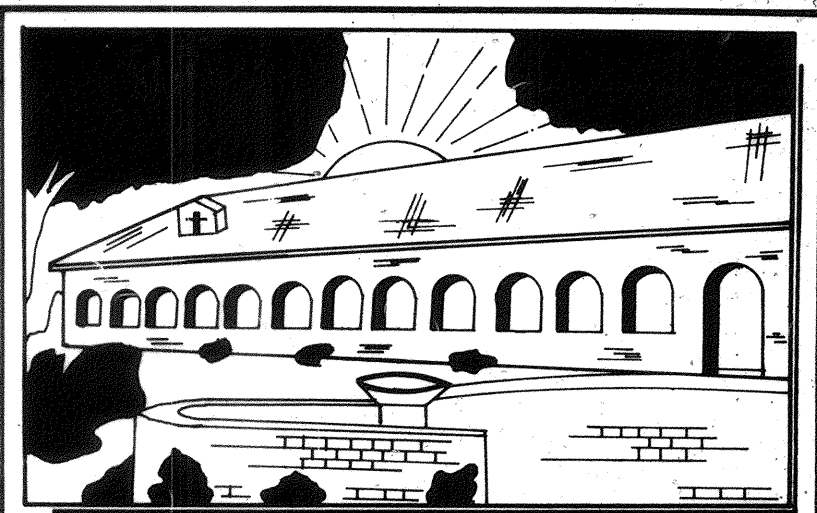
NOTE

CUT IN CONCRETE SIDEWALK FOR HANDICAP SIGNS SHALL BE AT THE SCORE LINES. CUT IN CONCRETE ISLAND SHALL BE SQUARE (WIDTH OF ISLAND PAVEMENT).

JOB NO. 7332

SAN FERNANDO, CALIFORNIA

SLURRY SEAL, COATING,
STRIPING AND MARKING OF
PARKING LOT NO. 4



R. A. Navarro
CITY ENGINEER R.C.E. NO. 221328 DATE 4-13-90

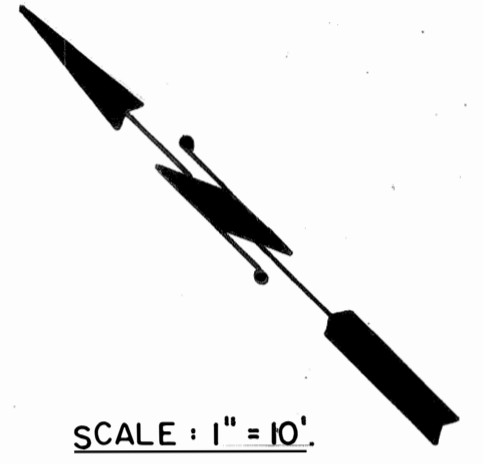
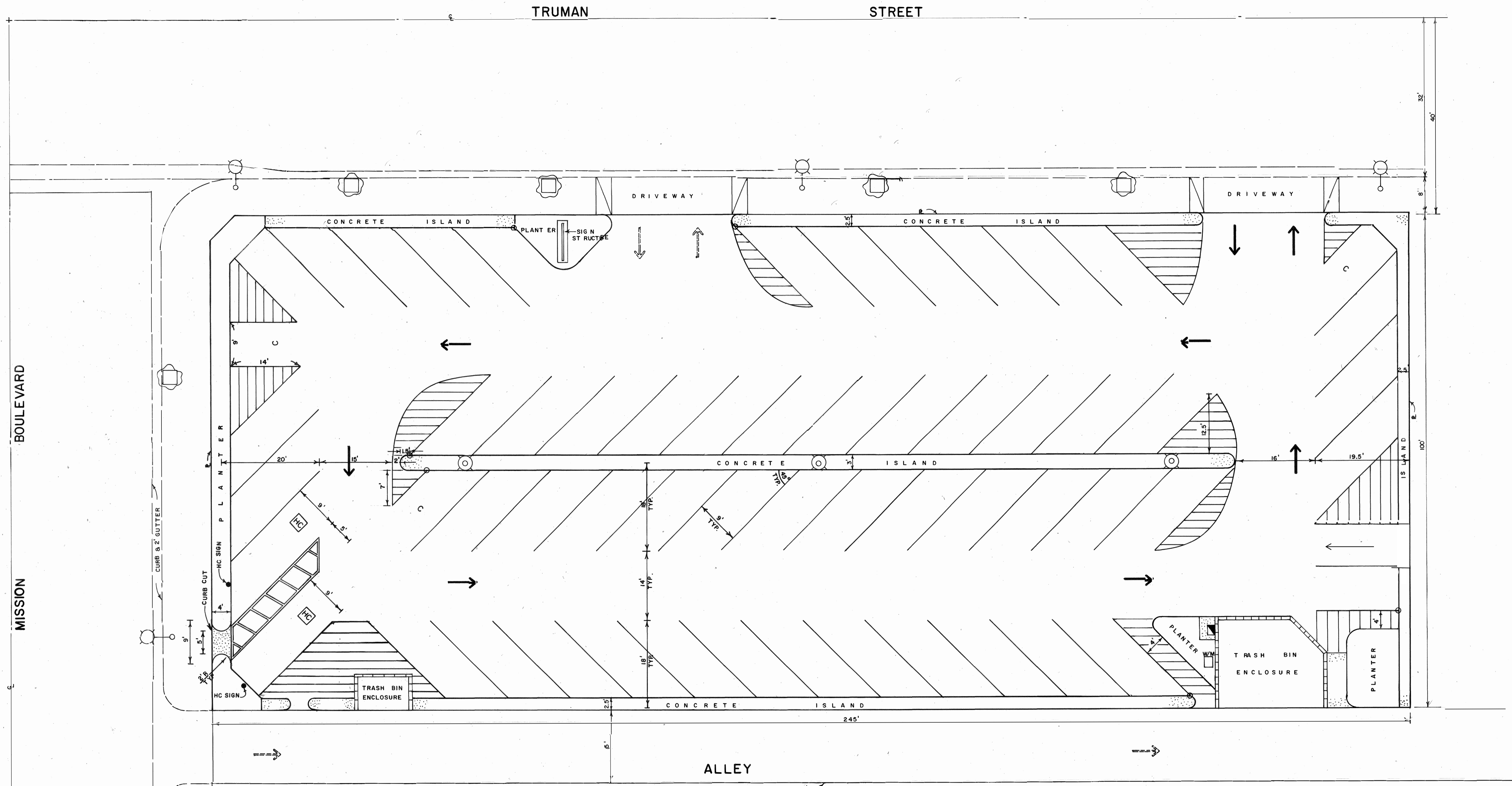
R. A. NAVARRO - ASST. CITY ENGINEER

SHEET 3 OF 8

DESIGN R. A. NAVARRO DRN. SAM IBRAHIM

DATE FEBRUARY, 1990

PLAN MS - 532



- LEGEND**
- ELECTRICAL CONTROLLER
 - WATER METER
 - PARKING LOT LIGHT
 - STREET LIGHT
 - PARKWAY TREE
 - PARKING STALL FOR COMPACT CAR
 - CONTROLLING POINT FOR STRIPING

REFERENCE: PLAN NO. P-402 A
JOB NO. 7332

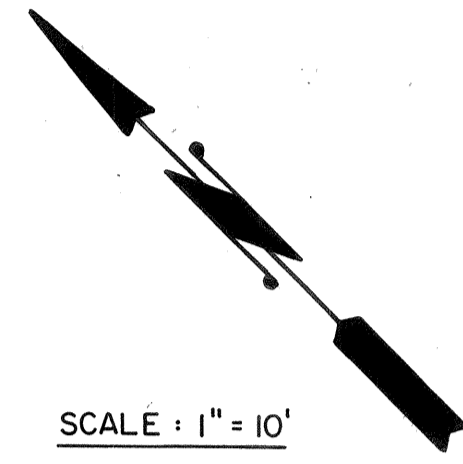
SAN FERNANDO, CALIFORNIA

SLURRY SEAL, COATING,
STRIPING AND MARKING OF
PARKING LOT NO. 5

R.A. Navarro 22122 4-18-90
CITY ENGINEER R.C.E. NO. DATE

R. A. NAVARRO - ASST. CITY ENGINEER SHEET 4 OF 8

DESIGN R. A. NAVARRO	DRN. SAM IBRAHIM	DATE FEBRUARY, 1990	PLAN MS - 532
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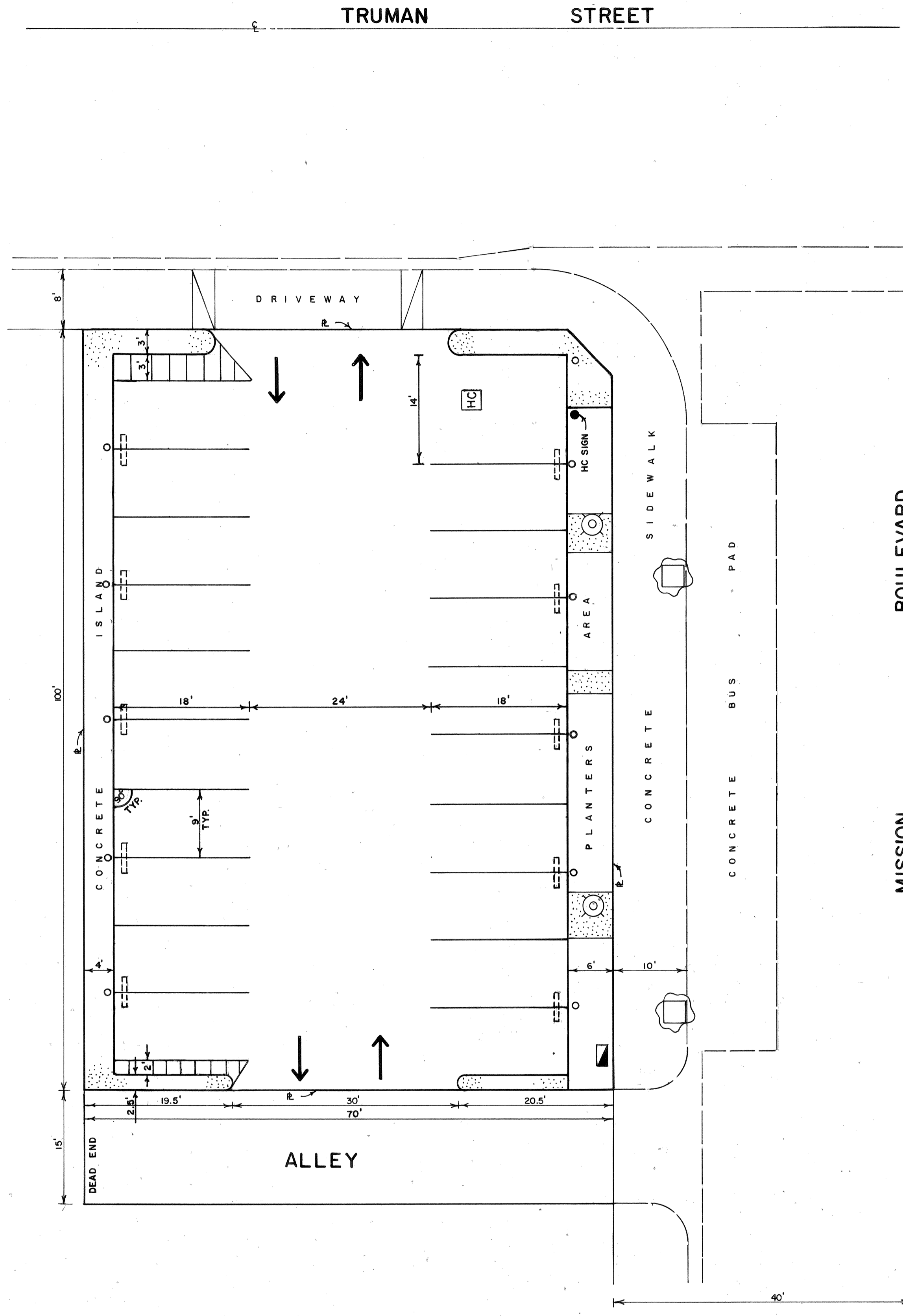


LEGEND

- ELECTRICAL CONTROLLER
- PARKING LOT LIGHT
- PARKWAY TREES
- CONCRETE
- PARKING METER

NOTES

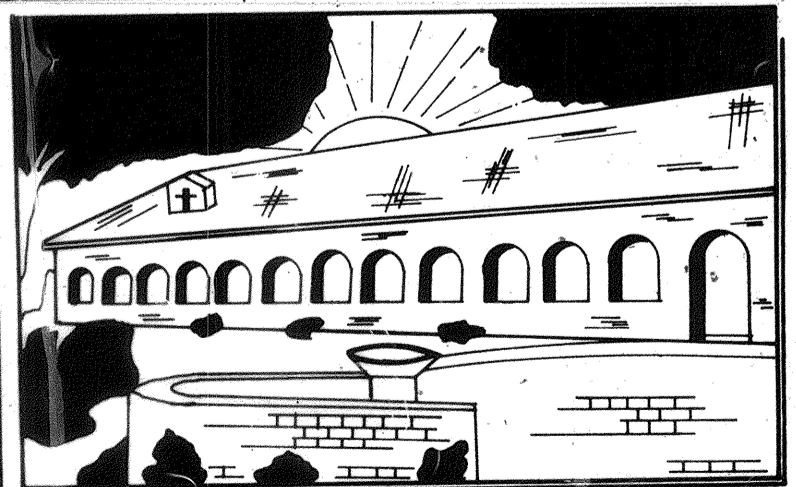
1. THE PARKING LOT IS METERED AND WITH CONCRETE BUMPER (GUARD) STOPS.
2. REMOVE CONCRETE BUMPER STOPS AND SALVAGE TO CITY.



JOB NO. 7332

SAN FERNANDO, CALIFORNIA

SLURRY SEAL, COATING,
STRIPING AND MARKING OF
PARKING LOT NO. 7



R.A. Navarro
ENGINEER R.C.E. NO. 21328 DATE 4-13-90

R. A. NAVARRO - ASST. CITY ENGINEER

SHEET 5 OF 8

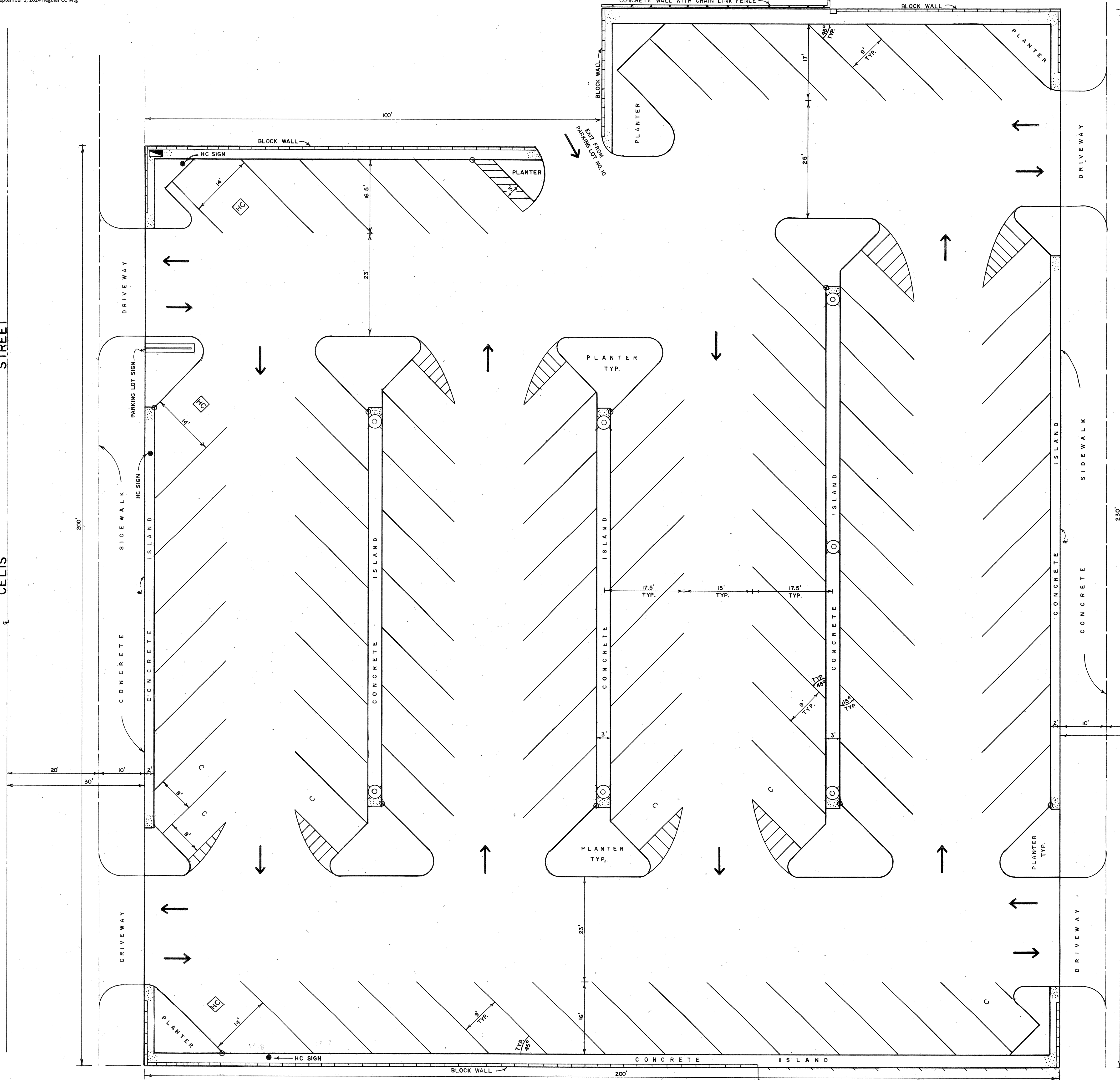
DESIGN R. A. NAVARRO DRN. SAM IBRAHIM

DATE FEBRUARY, 1990



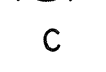

PLAN MS - 532

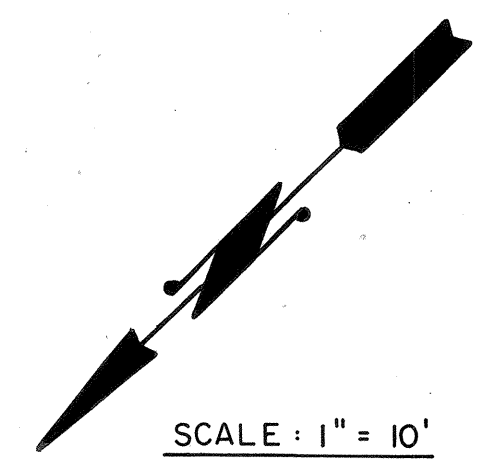
CELIS STREET

PICO STREET



LEGEND

-  ELECTRICAL CONTROLLER
-  PARKING LOT LIGHT
-  PARKING STALLS FOR COMPACT CARS
-  CONTROLLING POINT FOR STRIPING

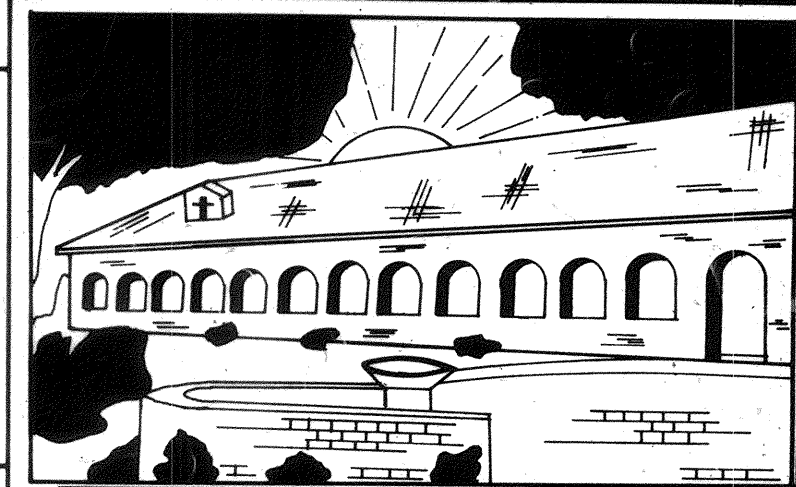
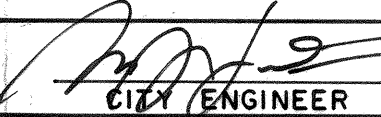


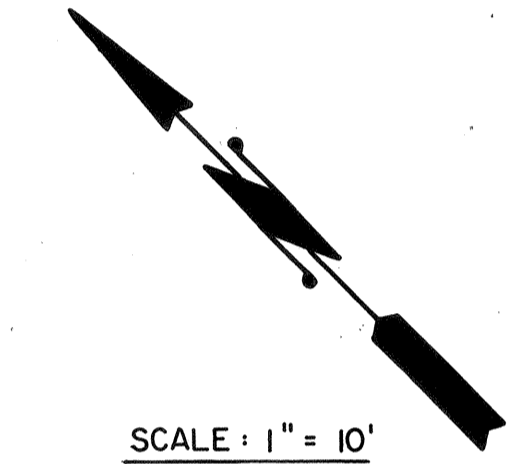
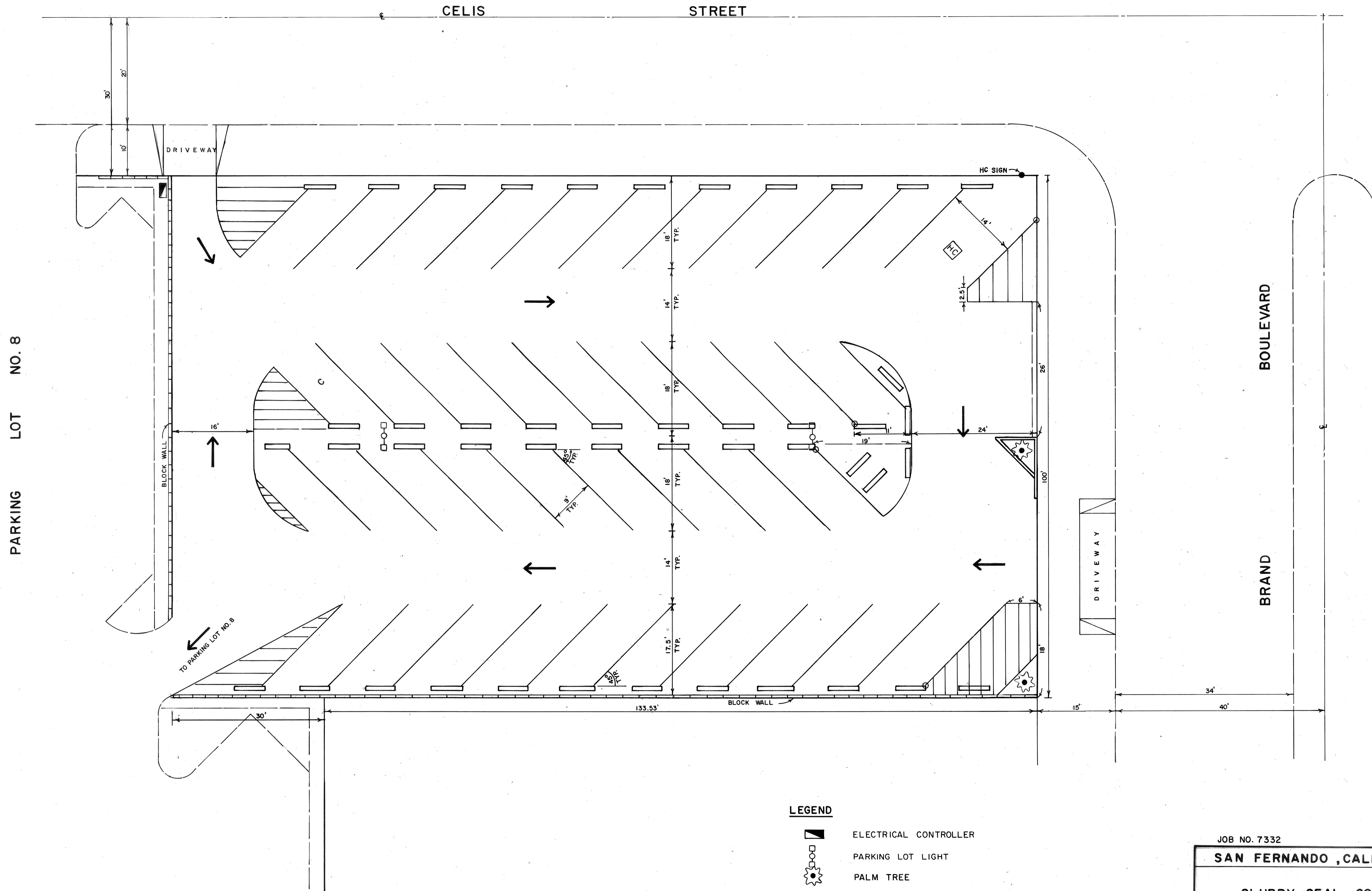
SCALE: 1" = 10'

NOTE

CUT IN CONCRETE SIDEWALK FOR HANDICAP SIGNS SHALL BE AT THE SCORE LINES. CUT IN CONCRETE ISLAND SHALL BE SQUARE (WIDTH OF ISLAND PAVEMENT).

JOB NO. 7332

SAN FERNANDO, CALIFORNIA		
SLURRY SEAL, COATING, STRIPING AND MARKING OF		
PARKING LOT NO. 8		
	02/28/90	4-18-90
CITY ENGINEER	R.C.E. NO.	DATE
R. A. NAVARRO - ASST. CITY ENGINEER		SHEET 6 OF 8
DESIGN	DRN.	DATE
R. A. NAVARRO	SAM IBRAHIM	FEBRUARY, 1990
PLAN		MS-532



SCALE: 1" = 10'

- NOTES**
1. REMOVE CONCRETE BUMPER STOPS PRIOR TO SLURRY SEAL AND REINSTALL AFTER SLURRY SEAL COATING IS COMPLETED.
 2. CUT IN CONCRETE SIDEWALK FOR HANDICAP SIGNS SHALL BE AT THE SCORE LINES. CUT IN CONCRETE ISLAND SHALL BE SQUARE (WIDTH OF ISLAND PAVEMENT).

- LEGEND**
- ELECTRICAL CONTROLLER
 - PARKING LOT LIGHT
 - PALM TREE
 - CONCRETE BUMPER (GUARD) STOP
 - CONTROLLING POINT FOR STRIPING
 - PARKING STALL FOR COMPACT CAR

JOB NO. 7332		
SAN FERNANDO, CALIFORNIA		
SLURRY SEAL, COATING STRIPING AND MARKING OF PARKING LOT NO. 10		
	C21328 R.C.E. NO.	1-13-90 DATE
R. A. NAVARRO - ASST. CITY ENGINEER		SHEET 7 OF 8
DESIGN R. A. NAVARRO	DRN. SAM IBRAHIM	DATE FEBRUARY, 1990
		PLAN MS - 532

Dnyx Parking Company INC.
2899 E. La Cresta Ave
Atholwaim, CA 92806

RECEIVED

2024 JUL 11 A 10:50

CITY OF SAN FERNANDO
CITY CLERK

Attn: City Clerk
City of San Fernando
117 Muenzel Street
San Fernando, CA 91340

September 3, 2024 Regular CC Mtg
Sealed Bid Proposal For:
Fog seal coating and striping of City Parking lots
Project NO. 7627



Addendum No. 1

June 18, 2024

Project: Fog Seal Coating and Striping of City Parking Lots, Project No. 7627

A. The following change to the **Notice of Inviting Bids** shall apply for this project.

1. Previously stated as:

An optional pre-bid conference is scheduled for June 25, 2024 at 11:30 am at City Hall, 117 Macneil Street, San Fernando, CA, 91340.

2. Changed to:

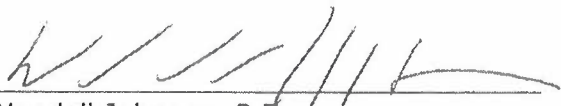
An optional pre-bid conference is scheduled for **June 26, 2024** at 11:30 am at City Hall, 117 Macneil Street, San Fernando, CA, 91340.

Indicate the receipt of Addendum 1 on Page P-5 of the Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**



COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA.

Approved by:



Wendell Johnson, P.E.
Director of Public Works

06/18/22

Date

CITY OF SAN FERNANDO
CALIFORNIA

**CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS
FOR
FOG SEAL COATING AND STRIPING OF CITY PARKING
LOTS
JOB NO. 7627**



Prepared by: Manuel Fabian

Date: 06/06/2024

Prepared Under the Supervision of: Wendell Johnson, PE

Date: 06/06/2024

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NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 AM on Thursday, July 11, 2024**. Questions regarding the project are due by end of business on **Wednesday, July 3, 2024** and must be submitted by email only to Manuel Fabian at **mfabian@sfcity.org**. Bids will be publicly opened and declared for performing work on the following project:

FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS JOB NO. 7627

The City of San Fernando is inviting you to submit a bid for the fog seal coating and striping of City Parking Lots project. This project primarily consists of fog sealing eight City parking lots, installation of pavement markings and work related to the project.

The work to be performed includes, but is not limited to furnishing all materials, equipment, tools, notifications, labor, and incidentals as required by the specifications, and contract documents for the improvements at various locations throughout the City of San Fernando. The work includes but not limited to: crack sealing; placement of fog seal material; replacement of traffic striping and pavement markings; and clean-up of the project area.

The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

An optional pre-bid conference is scheduled for June 25, 2024 at 11:30 am at City Hall, 117 Macneil Street, San Fernando, CA, 91340.

The contract time for the project is FORTY-FIVE (45) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the contractor and his/her subcontractors shall obtain a City business license. Prior to beginning work, the prime contractor must possess a valid California **Class A** license or related license as issued by the State of California.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who

would be performing work in amount in excess of 1/2 of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of 1/2 of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

The State General Prevailing Wage Rate Determination as established by the California Department of Industrial Relations is available at <http://www.dir.ca.gov/DLSR/PWD/index.htm> and in the Public Works Department at City Hall.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at mfabian@sfcity.org to be placed on the plan holders list.**

Addenda, if any, will NOT be distributed to the plan holders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: 06/13/24

By: Wendell Johnson
Director of Public Works

Thursday
06/13/24

INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be

rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk’s Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk’s Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier’s check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor’s Proposal. Checks and bonds shall be made payable to the City of San Fernando.
- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

“An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance

of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

Contractor's Proposal
 Bid Schedule
 Bidder's Bond
 Contractor Information
 List of References
 List of Subcontractors
 Certificate of Secretary of Adoption of Resolution
 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
 Non-Collusion Affidavit

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS
JOB NO. 7627**

The undersigned hereby proposes to furnish all labor, materials, notifications, equipment, tools, transportation, and services to perform all work required and to complete said work within **forty-five (45)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

7/10/2024
Dated

ONYX PAVING COMPANY, INC.
Bidder


Signature

COREY R. KIRSCHNER
Name (Print/Type)

CEO, PRES, VP, SEC, TREA.
Title

**BID SCHEDULE
FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS
JOB NO. 7627**

PARKING LOT 3					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$ 24,000	\$ 24,000
2.	MOBILIZATION	LS	1	\$ 14,100	\$ 14,100
3.	CRACKSEALING	LS	1	\$ 13,000	\$ 13,000
4.	FOG SEALING	SY	6,255	\$ 1.60	\$ 10,008
5.	REMOVE AND REPLACE ASPHALT	SF	1,500	\$ 20	\$ 30,000
6.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 23,000	\$ 23,000
SUBTOTAL ITEMS 1-5					\$ 114,108.00

PARKING LOT 4					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$ 10,000	\$ 10,000
2.	CRACKSEALING	LS	1	\$ 11,000	\$ 11,000
3.	FOG SEALING	SY	4,305	\$ 1.60	\$ 6,888
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 12,000	\$ 12,000
SUBTOTAL ITEMS 1-4					\$ 39,888.00

PARKING LOT 5					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$ 11,000 ^{CK} \$ 7,000	\$ 11,000 ^{CK} \$ 7,000
2.	CRACKSEALING	LS	1	\$ 7,000	\$ 7,000
3.	FOG SEALING	SY	2,455	\$ 1.60	\$ 3,928 ^{CK} \$ 3,928
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 33,000 ^{CK} \$ 10,000	\$ 33,000 ^{CK} \$ 10,000
SUBTOTAL ITEMS 1-4					\$ 27,928.00

PARKING LOT 6N					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$ 11,000	\$ 11,000
2.	CRACKSEALING	LS	1	\$ 11,000	\$ 11,000
3.	FOG SEALING	SY	4,450	\$ 1.60	\$ 7,120
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 33,000	\$ 33,000
SUBTOTAL ITEMS 1-4					\$ 62,120.00

PARKING LOT 7					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$ 7,000	\$ 7,000
2.	MOBILIZATION	LS	1	\$ 1,000	\$ 1,000
3.	CRACKSEALING	LS	1	\$ 5,000	\$ 5,000
4.	FOG SEALING	SY	670	\$ 1.60	\$ 1,072
5.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 3,000	\$ 3,000
SUBTOTAL ITEMS 1-5					\$ 17,072.00

PARKING LOT 8					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$ 24,000	\$ 24,000
2.	MOBILIZATION	LS	1	\$ 3,600	\$ 3,600
3.	CRACKSEALING	LS	1	\$ 10,000	\$ 10,000
4.	FOG SEALING	SY	4,425	\$ 1.60	\$ 7,080
5.	REMOVE AND REPLACE AC	SF	3,000	\$ 20	\$ 60,000
6.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 13,000	\$ 13,000
SUBTOTAL ITEMS 1-6					\$ 117,680.00

PARKING LOT 9					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$ 6,000	\$ 6,000
2.	CRACKSEALING	LS	1	\$ 7,000	\$ 7,000
3.	FOG SEALING	SY	2,045	\$ 1.60	\$ 3,272
4.	REMOVE AND REPLACE ASPAHLT	SF	1,500	\$ 20	\$ 30,000
5.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 10,000	\$ 10,000
SUBTOTAL ITEMS 1-4					\$ 56,272.00

PARKING LOT 10					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$ 6,000	\$ 6,000
2.	CRACKSEALING	LS	1	\$ 7,000	\$ 7,000
3.	FOG SEALING	SY	1,725	\$ 1.60	\$ 2,760
4.	REMOVE AND REPLACE ASPHALT	SF	2,000	\$ 20	\$ 40,000
5.	COOL PAVEMENT (BID ALTERNATE)	SF	16,500	\$ 2.20	\$ 36,300
6.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 6,000	\$ 6,000
SUBTOTAL ITEMS 1-4					\$ 98,060.00

CITY HALL PARKING LOT					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$ 6,000	\$ 6,000
2.	CRACKSEALING	LS	1	\$ 6,000	\$ 6,000
3.	FOG SEALING	SY	1,600	\$ 1.60	\$ 2,560
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 21,000	\$ 21,000
SUBTOTAL ITEMS 1-4					\$ 35,560.00

POLICE PARKING LOT					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	MOBILIZATION	LS	1	\$ 6,000	\$ 6,000
2.	CRACKSEALING	LS	1	\$ 7,000	\$ 7,000
3.	FOG SEALING	SY	2,350	\$ 1.60	\$ 3,760
4.	STRIPING AND PAVEMENT MARKINGS	LS	1	\$ 7,000	\$ 7,000
SUBTOTAL ITEMS 1-4					\$ 23,760.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None".

List of Addendum Received: 1

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, Onyx Paving Company, Inc. as Principi
and SiriusPoint America Insurance Company as Suret
are held and firmly bound unto the City of San Fernando in the sum of Ten Percent of the Total
Amount Bid ----- (\$ ---- 10% ----),
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above
bounden Onyx Paving Company, Inc.
to construct Fog Seal Coating and Striping of City Parking Lots Job No. 7627
(insert names of streets and limits to be improved) dated July 11th, 2024 is accepted by
the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors
and assigns, shall duly enter into and execute a contract for such construction, and shall execute
and deliver the two bonds described within ten (10) days (not including Sunday) from the date of
the mailing of a notice to the above bounden Onyx Paving Company, Inc.
by and from the said City of San Fernando that said contract is ready for execution, then this
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 8th day of
July, 2024.

Principal Onyx Paving Company, Inc.
By [Signature]
Its Corey R. Kirschner - CEO, Pres.
By [Signature]
Its Corey R. Kirschner - CEO, Pres.

Surety SiriusPoint America Insurance Company
By [Signature]
Its Albert Melendez, Attorney-in-Fact
By _____
Its _____



Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently
power of attorney must be attached to the bond to verify the authority of any party signing on
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

c/o Performance Bonding Surety & Insurance Brokerage
15901 Red Hill Avenue, Suite 100
Tustin, California 92780

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of Orange)

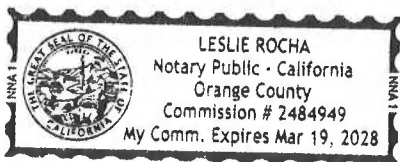
On July 8, 2024 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Leslie Rocha*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

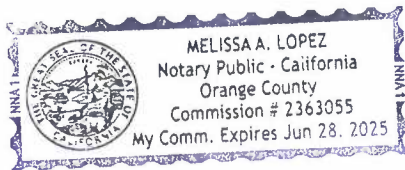
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On JUL 08 2024 before me, Melissa A. Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Albert Melendez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Melissa Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



September 6, 2023

Bond Obligees
Project Owners
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

The use of an electronic image of the corporate seal of Siriuspoint America Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Siriuspoint America Insurance Company is authorized by the company. Siriuspoint America Insurance Company acknowledge and agree that the Digital Seal may be affixed to any authorized Surety bond approved by Applied Surety Underwriters, and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligee's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may email our Home Office Underwriting Center at info@surety.auw.com

In Witness Whereof, this has been executed by the President, Applied Surety Underwriters for Siriuspoint America Insurance Company.



Thank you for your continued business.

Sincerely,

Joshua C. Betz
President, Applied Surety Underwriters

CONTRACTOR INFORMATION

Company Name ONYX PAVING COMPANY, INC.

Address 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Telephone 714-632-6699 Fax N/A E-mail BIDS@ONYXPAVING.NET

Type of Firm: Individual () Partnership () Corporation

Corporation organized under the laws of the State of CALIFORNIA

Contractor's License Number 630360 State CA Classification A, C12 Expiration Date 10/31/2025

DIR Registration Number 1000004798 Expiration Date 06/30/2025

Names and titles of all officers of the firm

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA.

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS CITY OF DANA POINT
CONTACT PERSON AND PHONE NO. SCOTT FISHER 760-814-7226
TYPE/DATE OF WORK PERFORMED CITYWIDE STREET IMPROVEMENTS - NOV 2022
TOTAL CONTRACT AMOUNT \$ 1,314,878.59

2. NAME OF CITY OR BUSINESS CITY OF EASTVALE
CONTACT PERSON AND PHONE NO. CHUCK STAGNER 714-925-4628
TYPE/DATE OF WORK PERFORMED CITYWIDE STREET IMPROVEMENT - MAR 2024
TOTAL CONTRACT AMOUNT \$ 5,998,000

3. NAME OF CITY OR BUSINESS CITY OF ARCADIA
CONTACT PERSON AND PHONE NO. JAN BALANAY 626-254-2726
TYPE/DATE OF WORK PERFORMED VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS - MAR 2023
TOTAL CONTRACT AMOUNT \$ 1,899,698.72

4. NAME OF CITY OR BUSINESS CITY OF TEMPLE CITY
CONTACT PERSON AND PHONE NO. ALI CAYIR 714-883-8677
TYPE/DATE OF WORK PERFORMED CITYWIDE STREET IMPROVEMENTS - MAY 2023
TOTAL CONTRACT AMOUNT \$ 4,031,000

5. NAME OF CITY OR BUSINESS CITY OF MONTEREY PARK
CONTACT PERSON AND PHONE NO. ZIAD MAZBOUDI 626-532-2018
TYPE/DATE OF WORK PERFORMED CITYWIDE ASPHALT REPAIRS & SLURRY - APRIL 2024
TOTAL CONTRACT AMOUNT \$ 1,269,000

6. NAME OF CITY OR BUSINESS CITY OF HEMET
CONTACT PERSON AND PHONE NO. JILLEEN FERRIS 951-765-2360
TYPE/DATE OF WORK PERFORMED VARIOUS STREET FULL DEPTH RECONSTRUCTION - MAY 2024
TOTAL CONTRACT AMOUNT \$ 2,528,000

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: Pavement Rehab Company

Address of office, mill or shop: Anaheim, CA

Specific description of subcontract: Crack Seal

License No.: 1051374 Amount of Subcontract: \$40,000

DIR Registration Number: 1000064823 Expiration Date: 6/30/2026

Name under which subcontractor is licensed: PCI Striping

Address of office, mill or shop: Azusa, CA

Specific description of subcontract: Striping

License No.: 415490 Amount of Subcontract: \$143,000

DIR Registration Number: 1000813536 Expiration Date: 6/30/2025

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

**CERTIFICATE OF SECRETARY
OF ADOPTION OF RESOLUTION**

I, COREY R. KIRSCHNER (insert name of Secretary), do hereby certify that I am the Secretary of ONYX PAVING COMPANY, INC. (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the 10TH day of JULY, 2024 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____,
COREY R. KIRSCHNER President

COREY R. KIRSCHNER, Vice President and

COREY R. KIRSCHNER, secretary
(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this 10TH day of JULY, 2024.



Secretary COREY R. KIRSCHNER - SECRETARY

Affix Seal

LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS Pavement Rehab Company
Anaheim, CA
 CONTACT PERSON AND PHONE NO. Tim Fitzpatrick 714-238-1444
 ITEM OR TYPE OF WORK PROPOSED Crack Seal
 PRICE OR AMOUNT \$ 40,000

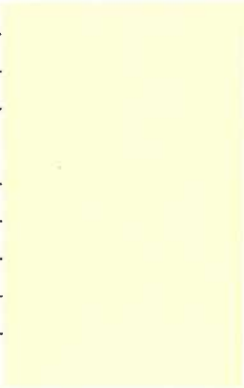
2. NAME & LOCATION OF BUSINESS PCI Striping
Azusa, CA
 CONTACT PERSON AND PHONE NO. Jaime Villegas - 562-218-0504
 ITEM OR TYPE OF WORK PROPOSED Striping
 PRICE OR AMOUNT \$ 143,000

3. NAME & LOCATION OF BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 ITEM OR TYPE OF WORK PROPOSED _____
 PRICE OR AMOUNT \$ _____

4. NAME & LOCATION OF BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 ITEM OR TYPE OF WORK PROPOSED _____
 PRICE OR AMOUNT \$ _____

5. NAME & LOCATION OF BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 ITEM OR TYPE OF WORK PROPOSED _____
 PRICE OR AMOUNT \$ _____

6. NAME & LOCATION OF BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 ITEM OR TYPE OF WORK PROPOSED _____
 PRICE OR AMOUNT \$ _____



**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

- 1. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 2. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 3. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 4. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 5. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

- 6. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

NON-COLLUSION AFFIDAVIT

FOG SEAL COATING AND STRIPING OF CITY PARKING LOTS
JOB NO. 7627

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) SS
)

COREY R. KIRSCHNER, being first duly sworn, deposes and

says that he is CEO, PRES, VP, SEC, TREA.
(Sole owner, partner, president, secretary, etc.)

of ONYX PAVING COMPANY, INC.

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

7/10/2024
Date

ONYX PAVING COMPANY, INC.
Bidder


Authorized Signature

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

COREY R. KIRSCHNER
Name (Print/Type)

CEO, PRES, VP, SEC, TREA.
Title

On _____, 2024 before me, _____

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

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

(Notary Seal)

SEE ATTACHED NOTARY ACKNOWLEDGEMENT
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

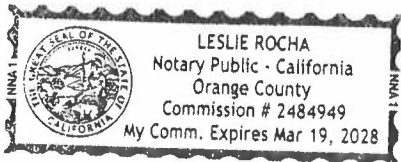
On July 10, 2024 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



REFERENCES

PROJECT NAME: CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2022 - NOV 2022

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$1,595,000.00

FINAL CONTRACT AMOUNT: \$1,314,878.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024

AGENCY: CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752

CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: \$5,858,000

FINAL CONTRACT AMOUNT: \$5,998,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: 21-22 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022- MAY 2023

AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

CONTACT PERSON: ALI CAYIR 714-883-8677

ORIGINAL CONTRACT AMOUNT: \$3,727,000

FINAL CONTRACT AMOUNT: \$4,031,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

AGENCY: CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: \$1,400,000

FINAL CONTRACT AMOUNT: \$1,269,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ACTUAL BID QUANTITIES LESS THAN ORIGINAL BID QUANTITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

AGENCY: CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

ORIGINAL CONTRACT AMOUNT: \$2,020,000

FINAL CONTRACT AMOUNT: \$2,528,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024

AGENCY: CITY OF LAWNSDALE - 14717 BURIN AVE LAWNSDALE, CA 90260

CONTACT PERSON: NICK PETREVSKI 310-973-3265

ORIGINAL CONTRACT AMOUNT: : \$486,486

FINAL CONTRACT AMOUNT: \$601,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 8

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2022 - OCT 2022

AGENCY: CITY OF DOWNEY-11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: BRIAN ALENAN 562-904-7110

ORIGINAL CONTRACT AMOUNT: \$3,227,000.00

FINAL CONTRACT AMOUNT: \$3,553,442.43

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



LARGE PROJECT REFERENCES

PROJECT NAME: CULVER DRIVE IMPROVEMENTS FROM WALNUT AVENUE TO I-5 FREEWAY

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2022 - JAN 2023

CONSULTING COMPANY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: \$1,677,000.00

FINAL CONTRACT AMOUNT: \$1,704,308.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PHASING 6A - RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES:

CONSULTING COMPANY: CITY OF LA MIRADA - 15515 PHOEBE AVE, LA MIRADA, CA 90638

CONTACT PERSON: ERIC VILLAGRACIA 562-902-2373

ORIGINAL CONTRACT AMOUNT: \$4,242,000.00

FINAL CONTRACT AMOUNT: \$4,524,646.67

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK CHANGED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: ROCHESTER AVENUE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: MARCH 2022-AUG 2022

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCH CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,714,733.75

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



REFERENCES

<u>GENERAL CONTRACTORS:</u>	<u>JOB PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
Fullmer Construction 1725 S. Grove Ave. Ontario, CA 91761 Ph: 909-947-9467 Fax: 909-947-2970 Contact: Casey Jones	Centerpointe Sycamore Bus. Park Hillwood Hofer Ranch Interchange A-E San Michelle Logistics Terra Francesco	Moreno Valley Riverside Ontario San Bernardino Moreno Valley Ontario	\$3,187,914.00 \$999,708.00 \$603,600.00 \$1,288,615.00 \$670,674.00 \$524,216.00
KCS West, Inc. 901 Corporate Ctr, Dr, 3 rd flr Monterey Park, CA 9174 Ph: 323-269-0020 Fx: 323-263-4576 Contact: Matthew Vawter	BP Refinery Maintenance Shop	Carson	\$896,357.00
GMC Engineering, Inc. 1401 Warner Ave Tustin, CA 92780 Ph: 760-744-133 Fx: 714-247-1041 Contact: Gennady	Edison	Romoland	\$1,623,480.00
Lusardi Construction 1570 Linda Vista Dr. San Marcos, CA 92064 Ph: 760-744-3133 Fax: 760-744-9064 Contact Scott Staley	FEDEX – Otay Mesa Team Nissan Edge at Campus Carmax Seabridge	San Diego Oxnard El Segundo Oxnard Oxnard	\$1,335,530.00 \$669,075.00 \$541,385.00 \$606,443.00 \$329,460.00

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



<p>Haagen Company, LLC 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey</p>	<p>Empire Polo Club</p>	<p>Indio</p>	<p>\$1,036,745.00</p>
<p>ARCO National Construction Co. 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson</p>	<p>Scannell FEDEX</p>	<p>Burbank</p>	<p>\$1,125,958.00</p>
<p>Grant General Contractors 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows</p>	<p>Whittier Area Community Church Crevier BMW</p>	<p>Whittier Santa Ana</p>	<p>\$625,920.00 \$30,600.00</p>



ASPHALT RUBBER HOT MIX REFERENCES:

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	Katella Ave. St. Improv Various Projects	Los Alamitos	\$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3 rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	\$193,105.00

*IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT **COREY@ONYXPAVING.NET***



CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE
ANAHEIM, CA 92806

PHONE: (714) 632-6699 DATE ESTABLISHED 1/4/90 CORP. TAX ID. # 33-0394344
FAX: (714) 632-1883 TYPE OF WORK - ASPHALT PAVING CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER 14029 SPRINGWATER LN. EASTVALE, CA 92880
BANK: BANK OF THE WEST 4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807
PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART 15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780
PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT: TURNER SURETY AND INSURANCE BROKERAGE, INC.
5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707
PHONE: (714) 915-4032 JEREMY PENDERGAST

CREDIT REFERENCES:

MATICH CORP. P.O. BOX 10, HIGHLAND, CA 92346 (909) 382-7400 **Steve Matich**
ALL AMERICAN P.O. BOX 2229, CORONA, CA 92878 (951) 736-7600 **Cari**
KELTERITE CORP. 12231 PANGBORN AVE.DOWNEY, CA (562) 401-0011 **Gladys**
VULCAN MATERIALS CO. 16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702 (858) 530-9414 **Debbie**

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION 1725 S. GROVE AVE., ONTARIO, CA 91761 (909) 947-9467 **Casey Jones**
BYROM-DAVEY, INC. 13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO (858) 513-7199 **Steve Davey**
PACIFIC CONST. GROUP 17895 SKY PARK CIR., IRVINE, CA 92614 (949) 748-1500 **Mark Bundy**
ERICKSON-HALL CONST. CO. 500 CORPORATE DR., ESCONDIDO, CA 92069 (760) 796-7700 **Justin Sinnott**

ONYX PAVING COMPANY, INC.
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



RESUME

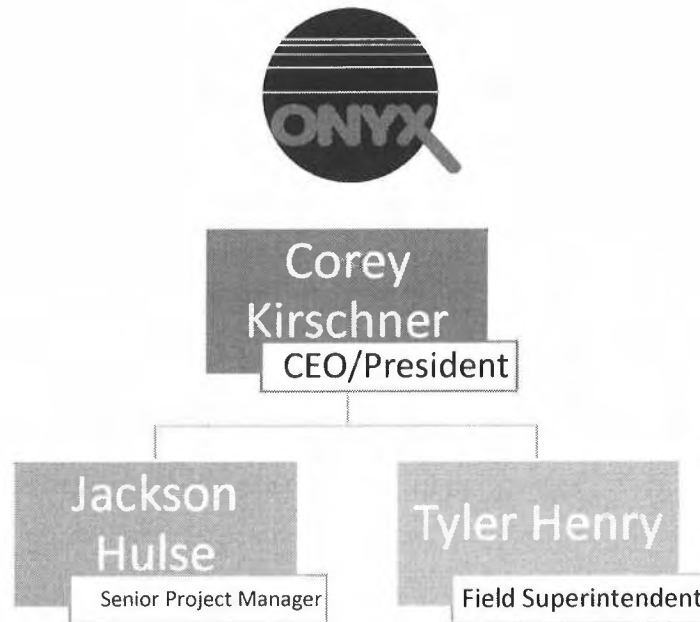
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over \$50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.



Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

STATE OF CALIFORNIA



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A- GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

Mario Richardson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

dca DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **630360** Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification **A C12**

Expiration Date **10/31/2025** www.csib.ca.gov





APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2023 06/30/2024

Contractor Information

Contractor Name: ONYX PAVING COMPANY, INC.

Trade Name:

License Type Number: 1000004798

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ ANAHEIM
Province:

Physical Business Address: 2890 E. LA CRESTA AVENUE

Physical Business State: CA

Physical Business Postal 92806
Code:

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: ANAHEIM

Mailing Address: 2890 E. LA CRESTA AVENUE

Mailing State: CA

Mailing Postal Code: 92806

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: davidw@onyxpaving.com

Applicant's Email: davidw@onyxpaving.net

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: ZURICH AMERICAN INSURANCE
COMPANY

Inception Date: 10/01/2022

Policyholder Name: Onyx Paving Company Inc

Expiration Date: October 12, 2023

Policy Number: WC106300504

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, David Wiltfong, the undersigned, am , ONYX PAVING COMPANY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 10:00 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: ONYX PAVING COMPANY, INC.



ONYX PAVING COMPANY INC
LICENSE # 630360 DIR # 1000004798

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC,
(a California corporation)**

June 17th, 2022

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

Approval of Loan Transactions

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer, Chief Financial Officer (the "Officer") and Secretary with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]



ONYX PAVING COMPANY INC
LICENSE # 630360 DIR # 1000004798

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written



Corey Kirschner

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to providing equal employment opportunities to all Employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles), religion or religious creed (including religious dress or grooming practices), color, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), genetic information, gender, gender identity and gender expression, sexual orientation, transgender status, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

Company policy also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious dress and grooming practices, or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of the opposite sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort, and responsibility), under similar working conditions.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an Employee requires an accommodation to perform the essential functions of their job, the Employee must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Employee to perform the essential functions of the job.

Employees with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Employees can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation of employment.

ONYX PAVING COMPANY, INC.



COREY R. KIRSCHNER
CEO, PRES, VP, SEC, TREA



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONYX PAVING COMPANY, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2890 E. LA CRESTA AVE.

6 City, state, and ZIP code
ANAHEIM, CA 92806

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	3	-	0	3	9	4	3	4	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► **03/27/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.


Purpose of Form


An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

 State of California Secretary of State		8
Statement of Information (Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions. IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM		
1. CORPORATE NAME ONYX PAVING COMPANY, INC.		G076477 FILED In the office of the Secretary of State of the State of California OCT-01 2018
2. CALIFORNIA CORPORATE NUMBER C1659076		Title Space for Filing Use Only
No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.) 3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety. <input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to item 17.		
Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 6 cannot be P.O. Boxes.)		
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE ZIP CODE
Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the printed titles on this form must not be altered.)		
7. CHIEF EXECUTIVE OFFICER/ COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY STATE ZIP CODE
8. SECRETARY COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY STATE ZIP CODE
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY STATE ZIP CODE
Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)		
10. NAME COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY STATE ZIP CODE
11. NAME	ADDRESS	CITY STATE ZIP CODE
12. NAME	ADDRESS	CITY STATE ZIP CODE
13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:		
Agent for Service of Process If the agent is an individual, the agent must reside in California and item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and item 15 must be left blank.		
14. NAME OF AGENT FOR SERVICE OF PROCESS COREY KIRSCHNER		
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806		CITY STATE ZIP CODE
Type of Business		
16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION ASPHALT PAVING SERVICES		
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.		
10/01/2016	AFSHIN HAKIM	ATTORNEY
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE
		SIGNATURE
81290 (REV 012015) Page 1 of 1		APPROVED BY SECRETARY OF STATE

	State of California Secretary of State	9
Statement of Information (Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see Instructions.		
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM		
1. CORPORATE NAME ONYX PAVING COMPANY, INC.		
2. CALIFORNIA CORPORATE NUMBER C1659076		
This Space for Filing Use Only		
No Change Statement (Not applicable if agent address of record is a P.O. Box address. See Instructions.) 3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety. <input checked="" type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to item 17.		
Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)		
4.	STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY STATE ZIP CODE
6.	STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY STATE ZIP CODE
8.	MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY STATE ZIP CODE
Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)		
7.	CHIEF EXECUTIVE OFFICER/ ADDRESS	CITY STATE ZIP CODE
8.	SECRETARY ADDRESS	CITY STATE ZIP CODE
9.	CHIEF FINANCIAL OFFICER/ ADDRESS	CITY STATE ZIP CODE
Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)		
10.	NAME ADDRESS	CITY STATE ZIP CODE
11.	NAME ADDRESS	CITY STATE ZIP CODE
12.	NAME ADDRESS	CITY STATE ZIP CODE
13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:		
Agent for Service of Process If the agent is an individual, the agent must reside in California and item 16 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and item 16 must be left blank.		
14. NAME OF AGENT FOR SERVICE OF PROCESS		
16.	STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY STATE ZIP CODE
Type of Business		
15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION		
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.		
01/03/2020	ANA BARBRA RAYPON	OFFICE MANAGER/CONTROLLER
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE
		SIGNATURE
#1-200 (REV 01/2018)		APPROVED BY SECRETARY OF STATE

GB88157

FILED

(In the office of the Secretary of State of the State of California)

JAN-03 2020

California Environmental Protection Agency
Air Resources Board


January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

ONYX PAVING COMPANY, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kozowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2694

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

RESOLUTION NO. 8332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, APPROPRIATING FUNDS FOR CITY PARKING LOTS PROJECTS

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

WHEREAS, the City Council has determined that it is necessary to amend the expenditures of the current City budget to transfer capital projects funds to the City Parking Lots Projects; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk’s Office, was adopted on July 1, 2024.

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:

Decrease in Expenditures	<u>\$600,000</u>
024-311-0560-4600 (Annual Street Repaving Project - IV)	450,000
012-335-0560-4600 (Annual Street Repaving Project - IV)	150,000
Increase in Expenditures	<u>\$600,000</u>
024-335-0335-4600 (Parking Lot Maintenance Project)	450,000
012-335-0335-4600 (Parking Lot Maintenance Project)	150,000

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 3rd DAY OF SEPTEMBER, 2024.

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

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8332 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 3rd day of September, 2024, by the following vote of the City Council:

AYES:

NAYS:

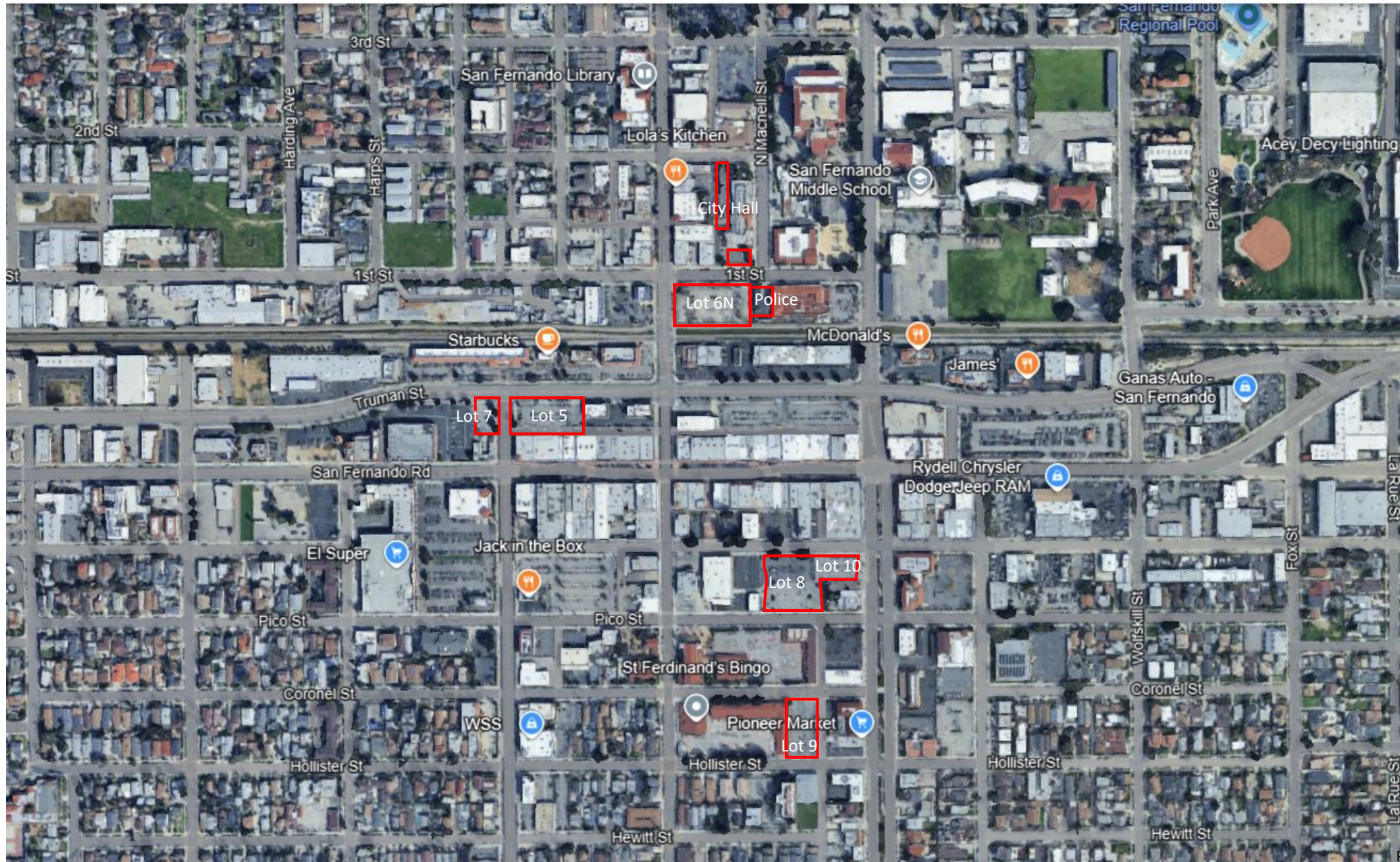
ABSENT:

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 September, 2024.

Julia Fritz, City Clerk

Map of City Parking Lots for Project



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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: September 3, 2024

Subject: Consideration to Accept the Donation from Assemblymember Luz Rivas of a Memorial Sign for the Pacoima Wash Pedestrian Bridge

RECOMMENDATION:

It is recommended that the City Council accept the donation from Assemblymember Luz Rivas of a memorial sign dedicating the Pacoima Wash Pedestrian Bridge to the memory of Elias Rodriguez and authorize staff to install the sign as part of the Pacoima Wash Bikeway Project.

BACKGROUND:

1. In April 2022, through Assemblymember Luz Rivas (District 39), the City submitted a \$7,500,000 budget request to the State Assembly for funding the Pacoima Wash Connectivity Project, which includes a pedestrian bridge and improvement to the Pacoima Wash Natural Park.
2. In June 5, 2023, the City Council adopted Resolution No. 8234 accepting grant funds in the amount of \$7,500,000 for the Pacoima Wash Connectivity Project, funded through the California Department of Transportation (Caltrans) to complete the Pacoima Wash Bike Path Project and make improvements to the Pacoima Wash Natural Park (renamed to Cindy Montañez Natural Park).

ANALYSIS:

The Pacoima Wash Bikeway Project is a 1.34-mile long Class I Bicycle/Pedestrian Path along the Pacoima Wash from Fourth Street to Eighth Street in the City of San Fernando, with a pedestrian bridge that provides a safe connection between Cesar Chavez Learning Academy High School and the residential neighborhoods near the Cindy Montañez Natural Park.

Phase 1 of the project consists of a Class I Bicycle/Pedestrian Path along the Pacoima Wash, lighting and fencing for safe access, new signage, and a bioretention swale along the bikeway for

Consideration to Accept the Donation from Assemblymember Luz Rivas of a Memorial Sign for the Pacoima Wash Pedestrian Bridge

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both a nature-based approach to capturing stormwater runoff and infiltrating groundwater. Phase 1 has been under construction since March 2023, and is expected to be completed in October 2024.

The funding secured through Assemblymember Luz Rivas will be used for items that were identified during the initial community outreach and scoping, as well as the scoping meetings for the 2018 Safe and Active Streets Plan, but are not in Phase 1 due to funding constraints. These enhancements include:

- Enhanced lighting and signage on the pedestrian bridge that provides safe access between the bikeway path and the Cindy Montañez Natural Park.
- Upgrade the current fencing along the project limits to protect pedestrians and cyclists using the bike path.
- Extending the bike path 0.25 miles in the northerly direction.
- Develop a flexible open space at the landing of the pedestrian bridge to include educational signage and support community events such as pop-up educational events. This triangular site currently exists at the southern end of the Cindy Montañez Natural Park.
- Rehabilitation of the existing trails within the Cindy Montañez Natural Park to encourage usage and connection to the bridge and bike path.
- Enhanced lighting, shade, and educational placards within the Cindy Montañez Natural Park.
- Procure a design team to plan and design the project elements through a robust community engagement process.
- A full-time Construction Manager (professional services) to manage the project and ensure an expedited delivery and completion of the project.
- Contingency funding to assure the project is completed on-time and on-budget, considering the rising costs of materials and construction.

A priority for Assemblymember Rivas when pursuing this funding was to enhance the safety of the Pacoima Wash, particularly in the wake of the tragic death of Elias Rodriguez in 2017, a 14-year old student of Cesar Chavez Learning Academy High School who drowned in the Pacoima Wash during a heavy rainstorm.

To that end, Assemblymember Rivas procured a sign dedicating the pedestrian bridge to the memory of Elias Rodriguez to donate to the City to install as part of the Project. This sign is proposed to be installed at one of the entrances to the pedestrian bridge to memorialize and honor the memory of Elias Rodriguez.

Consideration to Accept the Donation from Assemblymember Luz Rivas of a Memorial Sign for the Pacoima Wash Pedestrian Bridge

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BUDGET IMPACT:

There is no impact associated with accepting donation of the memorial sign from Assemblymember Luz Rivas. Costs associated with permanently mounting the sign are included in the grant funding secured through Assemblymember Rivas' office (Account: 010-311-0567-4600).

CONCLUSION:

It is recommended that the City Council accept the donation of the memorial sign for the Pacoima Wash Pedestrian Bridge from Assemblymember Luz Rivas.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: September 3, 2024

Subject: Consideration to Adopt a Resolution Appropriating Funding for Police Department Overtime

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8330 (Attachment "A") amending the budget for Fiscal Year (FY) 2024-2025 to appropriate funds from the General Fund reserve for overtime costs associated with increased patrol, enforcement, investigations, and other police activity; and
- b. Authorize the City Manager to appropriate revenue into the Police Department Overtime Funds.

BACKGROUND:

1. In late July and early August 2024, the City experienced a surge in commercial burglaries and other crimes. During the crime surge, the Department reallocated personnel for the purpose of mitigating the reoccurrence of similar type crimes and conducting investigations into the crime spree.
2. Several special community meetings were held with stakeholders in early and mid-August 2024. At these meetings, several community members and stakeholders requested additional patrols and greater police visibility.
3. On August 19, 2024, Vice Mayor Mary Mendoza, with the concurrence of Councilmember Joel Fajardo, agendized a discussion to allocate an additional \$50,000 in overtime for the Police Department to address some of the increased crime. The City Council approved the additional overtime and directed staff to provide a budget resolution to appropriate the funds and provide a plan to use the overtime, with an emphasis on additional patrols and visibility.

Consideration to Adopt a Resolution Appropriating Funding for Police Department Overtime

Page 2 of 3

ANALYSIS:

Since 2022, the Police Department has made significant progress towards filling long-term vacant police officer positions. The recent hiring of four (4) police officers, all of whom are in various phases of field training, will provide the Department with the ability to deploy at least five (5) officers per shift within the next six (6) months. Additionally, the Department has one (1) officer scheduled to attend the Police Academy in September 2024.

Although these four (4) new police officers are working patrol duty, they are not deployable as solo patrol officers nor can they count as staffing because they are required to complete field training and demonstrate competency before being released to solo patrol. Between now and the time the four officers go on solo patrol, efforts to address community concerns with additional policing efforts will require the usage of current deployable staff and additional overtime.

In the span of three days between July 30, 2024 and August 1, 2024, different areas of the City experienced a rash of commercial burglaries, vandalisms, and gang activity. To immediately mitigate additional similar incidents from occurring, the Department supplemented patrol deployments with additional staffing that included placing undercover officers in strategic areas on overtime. Shortly after the rash of crimes, the Department held several community meetings to provide community members strategies that they could employ to minimize the risks of being victims of crime. During these meetings, community members requested that the Police Department enhance visible patrols.

During the August 19, 2024 City Council meeting, the City Council approved appropriating \$50,000 in additional enhancement funds for burglary and vandalism suppression, traffic and parking enforcement, gang suppression, crime suppression, and investigatory efforts.

Staff has determined that the allocated amount proposed would provide approximately 500 hours of additional overtime over the next five months. Based on feedback from the Community and City Council's direction to emphasize visibility and patrols, staff has developed a short-term, multi-faceted strategy. The following areas have been identified as priority activities for the use of the additional overtime funding:

- Traffic Enforcement Patrols: Areas of focus will include school zones and high-traffic areas.
- Driving Under the Influence (DUI) Saturation Patrols: Officers will proactively patrol areas with a focus on DUI drivers.
- Crime Suppression Patrol: Officers will proactively focus on reducing incidents of burglary, vandalism, and other criminal activities, particularly in commercial zones.
- Parole, Probation, Sex Registrant Compliance Checks: Officers and Detectives will conduct compliance checks on parolees, probationers, and sex registrants.
- Investigations: Detectives will be provided with additional work hours and officers will be authorized to assist them with investigation resolution.

Consideration to Adopt a Resolution Appropriating Funding for Police Department Overtime

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An After-Action Report detailing the outcomes of each operation will be generated and shared with the Transportation and Public Safety Commission, along with members of the community during community meetings. Adjustments to the outlined plan may be made in the event of unforeseen criminal activity is identified during the enhancement period.

BUDGET IMPACT:

The proposed budget resolution will appropriate \$50,000 from the General Fund Reserves to the Police Department Overtime Budget (Account: 001-225-0000-4105).

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8330 and authorize the City Manager to amend the FY 2024-2025 revenue and expenditure budgets in the amount of \$50,000

ATTACHMENTS:

A. Resolution No. 8330

RESOLUTION NO. 8330

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, APPROPRIATING FUNDS FOR POLICE DEPARTMENT OVERTIME

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to appropriate additional funds for police department overtime from the General Fund Reserves; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk’s Office, was adopted on July 1, 2024.

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 POLICE DEPARTMENT OVERTIME

Increase in Overtime Expenditures	<u>\$50,000</u>
Account No. 001-225-0000-4105	

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 3rd DAY OF SEPTEMBER, 2024.

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

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8330 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 3rd day of September, 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 September, 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development
Kenya Marquez, Housing Coordinator

Date: September 3, 2024

Subject: Consideration to Approve a Professional Services Agreement with Habitat for Humanity of Greater Los Angeles to Administer a Home Rehabilitation Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 2287) with Habitat for Humanity of Greater Los Angeles (Habitat LA), in an amount not-to-exceed \$50,000, to establish a Home Rehabilitation Program for a term of one (1) year. The agreement may be extended by the City subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided the City issues written notice of its intent to extend; and
- b. Authorize the City Manager, or designee, to make non-substantial edits and execute all related documents.

BACKGROUND:

1. Beginning in 2022, the City solicited proposals from four (4) organizations to develop and administer a Home Rehabilitation Loan program. These organizations were Neighborhood Housing Services of Los Angeles, New Economics for Women, a private consultant administering the City of Monterey Park's home loan program, and Gain Federal Credit Union (Gain FCU). Of the four, Gain FCU was the only organization that provided a low cost solution in administering the loan program for the City.
2. Throughout 2023, the COVID-19 Relief Programs Ad Hoc Committee (whose scope included recommendations for using American Rescue Plan Act (ARPA) funds) worked with staff to develop a recommended Home Rehabilitation Loan Program before presenting it to City Council for consideration.

Consideration to Approve a Professional Services Agreement with Habitat for Humanity of Greater Los Angeles to Administer a Home Rehabilitation Program

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3. On February 20, 2024, the City Council received a presentation from staff regarding the establishment of the Home Rehabilitation Loan Program. The City Council directed staff to provide additional information related to the funding source of the program, particularly related to outside agency grants, and interest rates.
4. On April 2, 2024, the City Council received an updated presentation from staff regarding the establishments of the Home Rehabilitation Loan Program incorporating City Council's request for additional information from the February 20, 2024 City Council meeting. The City Council directed staff to table the discussion of the program to be part of the upcoming ARPA funding update.
5. On June 3, 2024, the City Council received an update on ARPA funding and directed staff to decrease the allocation for the Home Rehabilitation Loan Program from \$500,000 to \$100,000 and to return to City Council with refined program guidelines.
6. On July 15, 2024, staff presented a program that was reduced in scope and presented various options for moving forward. After discussion, the City Council directed staff to reduce the allocation of ARPA funding further from \$100,000 to \$50,000 and enter into a partnership with Habitat LA to establish a Home Rehabilitation Program with a focus on accessibility. The remaining \$50,000 was repurposed to the sidewalk repair project.

ANALYSIS:

A Home Rehabilitation Loan Program (HRLP) is intended to assist eligible homeowners in need of critical home repairs. HRLPs aim to facilitate the revitalization of neighborhoods by empowering homeowners to invest in the improvement and upkeep of their residences. By offering accessible loans with favorable terms, such as low interest rates or flexible repayment options, HRLPs are intended to foster community development, promote housing stability, and contribute to the revitalization of urban and suburban areas.

Pursuant to City Council direction on July 15, 2024, the revised Home Rehabilitation Program (HRP) will focus on accessibility. It is designed to assist eligible homeowners who require essential home modifications and repairs, enabling them to age in place comfortably. This program aims to revitalize neighborhoods by empowering homeowners to make necessary improvements that ensure their homes are safe, accessible, and well-maintained.

Habitat LA has extensive experience administering home rehabilitation programs for various cities throughout the Los Angeles basin. By collaborating with Habitat LA, the City can leverage the organization's established infrastructure and expertise in managing home improvement projects for those in need.

Consideration to Approve a Professional Services Agreement with Habitat for Humanity of Greater Los Angeles to Administer a Home Rehabilitation Program

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Per Section 2-802 of the San Fernando Municipal Code (SFMC), the City is authorized to 'piggyback' onto an existing purchase contract obtained through a competitive bidding process conducted by another local, state, or federal government agency. This allows the City to purchase the same products or services at the same or better pricing as outlined in the awarding bid document. Staff has determined that it is in the best interest of the City to utilize this provision to contract with Habitat LA based on the competitive bidding process previously conducted by the City of Inglewood, California. Habitat LA has offered the City the same or better rate of services, thereby meeting all requirements for contracting services through the piggybacking provision.

Home Rehabilitation Program.

The revised HRP is proposed to be marketed as an Accessibility and Minor Home Rehabilitation Program. This Program will provide low-income homeowners with minor accessibility improvements to help them age in place, as well as flexible funding to address urgent needs or minor home repairs that can be completed in less than a day.

Eligible repairs for this program include, but are not limited to, the following:

- Install double handrails on stairways
- Install handheld shower head
- Install wet chair for shower
- Install toilet seat riser with handles
- Install a walk-in shower/bathtub (bathroom remodel for aging in place)
- Heighten electrical outlets to 18"-24"
- Install rocker-style light switches
- Install lever-style door handles
- Install faucet with lever-style handles
- Add traction tape to stairs and walking surfaces
- Add safety bars to bathroom toilet and bath
- Install wheelchair ramp

To qualify for the Program, applicants must meet the following criteria pursuant to Habitat LA's established parameters:

Table A: Applicant Criteria	
Criteria	Details
Location	Property must be within the City of San Fernando.
Property Ownership	<ul style="list-style-type: none"> • Property must be owner-occupied. • Must be the primary residence of one owner on the title. • Applicants owning multiple properties are not eligible.

Consideration to Approve a Professional Services Agreement with Habitat for Humanity of Greater Los Angeles to Administer a Home Rehabilitation Program

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Citizenship	Homeowner(s) must be Citizens or Permanent Legal Residents
Financial Standing / Income Requirement	<ul style="list-style-type: none"> • Homeowner(s) must be current with: <ul style="list-style-type: none"> - Mortgage payments - Homeowner’s insurance - Property taxes • Household income must be below 80% of the Area Median Income (AMI) for Los Angeles County (currently \$88,800 per year for 2 person household) • Properties with a reverse mortgage are not eligible.
Property Condition	<ul style="list-style-type: none"> • Property must be habitable and free of unpermitted or illegal additions. • The property must demonstrate a need for the requested repairs.

Table B: Eligible and Ineligible Property Types	
Eligible Property Types	Ineligible Property Types
<ul style="list-style-type: none"> • Single-Family Residences • Manufactured Homes • Condominiums • Townhomes • Duplexes 	<ul style="list-style-type: none"> • Multi-family dwellings larger than two units • Rental properties • Boats or RVs

Applicants must submit the proposed required documentation:

- A copy of their most recent mortgage statement (if applicable).
- Proof of current homeowner’s insurance (including flood/hazard insurance when applicable)
- A copy of one recent utility bill (gas, power, water, phone, etc.)
- A copy of a valid photo I.D. for all property owners on title
- A copy of a Social Security Card for all property owners on title
- Documentation to verify household income:
 - Federal income tax returns and W-2 and/or 1099 Forms for the previous two years for all employed household members
 - Form 1040 with schedule C, E or F and a year-to-date profit and loss statement for self-employed individuals or business owners
 - Pay stubs for the previous three consecutive months for each employed household member

Consideration to Approve a Professional Services Agreement with Habitat for Humanity of Greater Los Angeles to Administer a Home Rehabilitation Program

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- Child support, alimony, and monthly benefit statements for all household members receiving any form of benefit (e.g. Retirement/Pension, Unemployment, SSI, TANF, SSDI, etc.)
- Current checking and/or savings account statements for six consecutive months (including but not limited to stocks, IRA's, pension accounts, mutual funds etc.)
- For veterans, a copy of their DD-214 discharge form to indicate honorable discharge status.

The application process will consist of the following steps.

1. Application intake.
2. Applications are reviewed by Habitat LA.
3. Eligible households receive a property assessment by Habitat LA, which will determine the scope of work.
4. The application is reviewed by City staff for final program approval.
5. Approved households review the scope of work and program agreements with Habitat LA.
6. Home repair projects are scheduled and completed.

BUDGET IMPACT:

The Home Rehabilitation Loan Program has been allocated a budget of \$50,000 (Account: 121-155-3689-4440) through the American Rescue Plan Act (ARPA). Per ARPA guidelines, all funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026.

Habitat LA imposes a 15% administrative fee, and \$600 assessment fee per project. This would result in about six to eight projects ranging in costs from \$1,000-\$10,000 per project.

CONCLUSION:

Staff recommends that City Council approve a Professional Services Agreement with Habitat LA to administer a Home Rehabilitation Program for a term of one (1) year.

ATTACHMENTS:

- A. Contract No. 2287, including:
 - Exhibit "A": Habitat LA Scope of Work
 - Exhibit "B": City of Inglewood Contract ([provided digitally through weblink](#))



2024

PROFESSIONAL SERVICES AGREEMENT

(Consultant: Habitat for Humanity of Greater Los Angeles)

(Engagement: Administration of Accessibility and Minor Home Rehabilitation Program)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 3rd day of September, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and HABITAT FOR HUMANITY OF GREATER LOS ANGELES (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, the CITY requires professional consulting services for the administration of the CITY's Accessibility and Minor Home Rehabilitation Program (the "Program"); and

WHEREAS, Section 2-802 of the San Fernando Municipal Code (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) authorizes the CITY to award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of the CITY to piggyback onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency and where the services to be provided will be on the same or better pricing; and

WHEREAS, on February 5, 2019, the City of Inglewood, California ("Inglewood") issued a Request for Proposals (RFP-0128) to procure a qualified organization to administer the City's Minor Home Rehabilitation Grant Program (the "Inglewood RFP") for which Inglewood received a total of three proposals; and

WHEREAS, on May 10, 2022, the City of Inglewood awarded a one-year contract to Habitat for Humanity of Greater Los Angeles, to wit, CONSULTANT, Agreement No. 22-190 (the "Original Inglewood Agreement") under the Inglewood RFP; and

WHEREAS, on May 9, 2023, the Inglewood City Council approved a first amendment to extend the term of the Original Inglewood Agreement to May 9, 2023 ("Amendment 1") and further extended its term on April 30, 2024 to May 9, 2025 by way of a second amendment ("Amendment 2") (For purposes of this Agreement, the term "Master Agreement" shall be a collective reference to the Original Inglewood as amended by way of Amendments 1 and 2);

WHEREAS, CITY staff has determined that the services CONSULTANT provides the City of Inglewood under the Master Agreement are substantially the same as the services required by CITY under this Agreement and that CONSULTANT possesses the experience, skills and training necessary to competently provide the services required by CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council in accordance with Section 2-802 of the San Fernando Municipal Code at its Regular Meeting of September 3, 2024, under Agenda Item No. 7.

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

Section 1. Scope of Services.

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide and perform the various services and tasks described in the following:

1. That certain document entitled "Accessibility and Small Grants Programs" which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Habitat Services Summary"); and
2. The Master Agreement, inclusive of the provisions of all exhibits and other document referenced therein which is attached and incorporated hereto **Exhibit "B"**.

For purposes of this Agreement, the capitalized term "Scope of Services" shall be a collective reference to the various services and tasks to be performed by CONSULTANT, subject to the same or better pricing and substantively similar job specifications as set forth in the Habitat Services Summary and the Master Agreement. For purposes of this Agreement, the capitalized term "Services" shall be a collective reference to all of the various services, tasks, software, equipment and other products referenced in the documents constituting the "Scope of Services." Except as provided in the following sentence or in paragraph (B) of this Section, below (i) all duties and obligations owed by CONSULTANT to the City of Inglewood under the Master Agreement shall be owed to CITY in the same manner; (ii) all rights held by the City of Inglewood under the Master Agreement shall be held also by CITY in the same manner; and (iii) in the event of any conflict or inconsistency as between the provisions of Master Agreement and the provisions of the Habitat Services Summary, the provisions of the Master Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

B. Application of the provisions of the Master Agreement shall be subject to the following exceptions and modifications:

1. The polices and guidelines of CITY's Accessibility and Minor Home Rehabilitation Program, to wit the Program, shall apply in lieu of the City of Inglewood Minor Home Repair Program Guidelines attached as Exhibit 1 of the Master Agreement. Program Guidelines of the CITY shall be developed upon execution of this agreement.

2. In addition to any other federal requirements stated in the Master Agreement, CONSULTANT shall also comply with all requirements, restrictions and obligations associated with the use of federal American Rescue Plan Act (“ARPA”) funds which shall be the primary funding source for this Agreement and Program-related projects undertaken under this Agreement.
 3. Where provisions of the Master Agreement impose applicant eligibility requirements or expenditure restrictions corresponding to use of Community Development Block Grant (“CDBG”) funds and where such requirements and expenditure restrictions are more stringent than requirements and restrictions corresponding to CITY’s Program polices and guidelines or laws and regulations corresponding to the use of ARPA funds, the less stringent requirement associated with the CITY’s Program polices and guidelines or associated with the use of ARPA funds shall govern and control.
 4. Notwithstanding paragraph (A) of this Section and except as otherwise provided under subparagraphs (B)(1) through (B)(3), above, the resolution, reconciliation or harmonization of conflicts or inconsistencies as between the provisions of the Master Agreement and the provisions of this Agreement shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of San Fernando Municipal Code Section 2-802 that any Services are to be provided and/or performed at the same or better pricing as is offered under the terms of the Master Agreement and subject to substantively similar job specifications of the Master Agreement.
 5. Unless waived by the CITY in a writing signed by the City Manager, whenever a provision of an exhibit conflicts with, or is inconsistent with, a provision of another exhibit or a provision in this Agreement: (i) any provision imposing a higher duty or standard of care or performance by CONSULTANT shall govern and control; (ii) any provision granting the CITY greater or broader discretion, authority or protection shall govern and control; and (iii) any provision affording CITY a greater scope or higher level of protection shall govern and control.
- C. CONSULTANT warrants that CONSULTANT: (i) has thoroughly investigated and considered the nature of the Services to be performed under this Agreement; and (ii) has carefully considered how the Services should be performed. CONSULTANT shall inspect, any location where the Services is to be performed or any equipment or systems of CITY to be used or relied upon by CONSULTANT in the performance of this Agreement and has acquainted itself with the conditions and characteristics of the same before commencing any of the Services. Should the CONSULTANT discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONSULTANT shall immediately inform the CITY of such discovery and shall not proceed, except at CONSULTANT’s risk until written instructions are received from the City Representative.
- D. In the event CONSULTANT ceases to perform the Services or otherwise abandons any undertaking contemplated herein prior to the expiration of the Term, defined below, or any extension term, CONSULTANT shall deliver to CITY immediately and without delay, all reports and other records and data which CONSULTANT was required to provide or make available to CITY under this Agreement.

- E. Subject to the provisions of the various documents referenced in paragraph (A) of this Section, CONSULTANT shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services.

Section 2. Term.

- A. This Agreement shall have a term of one (1) year commencing as of September 1, 2024 (hereinafter, the "Term"). The Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term or any prior extension 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 Section 15, below.
- B. CONSULTANT shall perform all services diligently and continuously in accordance with all applicable time schedules. CONSULTANT shall cooperate with CITY and in no manner interfere with business activities of CITY, its employees or other consultants, contractors or agents.
- C. CONSULTANT shall not claim or be entitled to receive any additional compensation or damages because of the failure of CONSULTANT, or its subcontractors, to perform, properly perform or timely complete related services or tasks necessary for CONSULTANT to perform, properly perform or timely complete any of the Services contemplated under this Agreement.
- D. CONSULTANT shall, at all times, enforce strict discipline and good order among CONSULTANT's employees and agents.
- E. CONSULTANT, at its sole expense, shall pay all sales taxes, transactions and use taxes and other similar consumer taxes as required by law.
- F. CONSULTANT shall complete all Services requested CITY within the deadlines specified in this Agreement or any exhibits to this Agreement.

Section 3. Performance of Services.

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an as requested basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the Services 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 Services by CONSULTANT and such Services are in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of any Services 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 requested;
 2. The location of where the Services are to be performed, if applicable or otherwise relevant to the engagement;
 3. A not-to-exceed budget for performing the Services;
 4. A timeline for completing the requested Services;
 5. Any other information CITY deems necessary and relevant to CONSULTANT's performance of the requested Service; and
 6. The signature of the City Representative, confirming that performance of the Services has been authorized by the City Representative.
- B. CONSULTANT shall not perform any Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services specified in each Work Order, and in the absence of a specific schedule or other instructions from the City Representative, CONSULTANT shall commence its performance of the Services in a timely and will complete the Services in each Work Order in a timely manner.

Section 4. Compensation.

- A. For each Work Order issued by CITY, CONSULTANT shall receive:
1. A flat assessment fee of \$600; and
 2. A sum equal to 15% of the sums awarded to the Program applicant referenced in the Work Order; and, if necessary;
 3. Reimbursement for the actual cost of any permit fees require in connection with improvements made under the Work Order which CONSULTANT paid.
- B. Paragraph (A) of this Section notwithstanding, in no event shall CONSULTANT's total compensation, inclusive of permit fee reimbursements exceed the aggregate sum of FIFTY THOUSAND DOLLARS (\$50,000) during the initial one-year Term of this Agreement or during any subsequent one-year extension term (the "Not-to-Exceed Sum").
- C. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an invoice itemized by Work Order indicating the Services performed and completed during the recently concluded calendar month and sums owed, including out-of-pocket permit fee costs.
- D. 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.

Section 5. Standard of Care.**A. CONSULTANT agrees as follows:**

1. In the performance of all Services under this Agreement, CONSULTANT shall use the standard of care applicable to its field or profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations;
2. CONSULTANT represents all personnel assigned to perform Services for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services;
3. CONSULTANT shall perform and complete all Services in a manner that is reasonably satisfactory to CITY;
4. CONSULTANT shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
5. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance;
6. In the performance of this Agreement, CONSULTANT shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform all Services in compliance with the standard of care set forth in this Section and to time complete all Services specified in each Work Order; and
7. CONSULTANT shall perform, at CONSULTANT's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.

- B. CONSULTANT acknowledges and agrees that CITY's acceptance of any Services performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. CONSULTANT further acknowledges, understands and agrees that CITY has relied upon the representations of CONSULTANT under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONSULTANT.**

- C. The skills, training, knowledge, experience and resources 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 personnel who will perform the Services provided. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

Section 6. Representatives.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Community Development (hereinafter, the "City Representative"). It shall be CONSULTANT's responsibility to keep the City Representative informed of the progress of all Services provided under each Work Order. CONSULTANT shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.
- B. Consultant Representative. For the purposes of this Agreement, Erin Rank, President/CEO is hereby designated as the primary representative of CONSULTANT authorized to act on its behalf with respect to CONSULTANT's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Consultant Representative"). Notice to the Consultant Representative whether written or verbal shall constitute notice to CONSULTANT. The Consultant's Representative shall supervise and direct the performance of all Services, using his/her best skill and attention. The Consultant Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Consultant's Personnel

- A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other related tasks contemplated under this Agreement.
- B. CONSULTANT shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services.
- C. CONSULTANT shall be solely responsive for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONSULTANT's performance of the Services.

- D. CONSULTANT shall be solely responsible for the satisfactory performance of all personnel working on CONSULTANT's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONSULTANT's employees or subcontractors assigned by CONSULTANT to perform on CONSULTANT's behalf under this Agreement, CONSULTANT shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONSULTANT shall be solely responsible for the payment of all wages and benefits owed to CONSULTANT's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONSULTANT shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 8. Provisions Applicable to Services Constituting Public Works Under Labor Code Section 1720.

- A. The provisions of this Section shall apply to the extent any of the Services to be performed by CONSULTANT constitute a "public work" within the meaning of Section 1720(a)(1) of the Labor Code. CONSULTANT shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, CONTRACT shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*
- B. Hours of Work.
 - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services subject to this Section shall constitute a legal day's work under this Agreement.
 - 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.
 - 3. CONSULTANT and its subcontractors shall forfeit as a penalty to the CITY \$25 for each worker employed in the performance of Services subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 and following.

C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Services subject to this Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONSULTANT and subcontractors engaged in the performance of the Services subject to this Section shall pay no less than these rates to all persons engaged in performance of the Services subject to this Section.
2. In accordance with Labor Code Section 1775, CONSULTANT and any subcontractors engaged in performance of the Services subject to this Section shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that are subject to this Section that CONSULTANT or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONSULTANT or any subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONSULTANT or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONSULTANT or subcontractor had knowledge of their obligations under the California Labor Code. CONSULTANT or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Services subject to this Section is not paid the general prevailing per diem wages by the subcontractor, CONSULTANT is not liable for any penalties therefore unless CONSULTANT had knowledge of that failure or unless CONSULTANT fails to comply with all of the following requirements:
 - (i) The contract executed between CONSULTANT and the subcontractor for the performance of part of the Services subject to this Section shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (ii) CONSULTANT shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Services subject to this Section.

- (iv) Prior to making final payment to a subcontractor, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Services subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
3. In accordance with Labor Code Section 1776, CONSULTANT and each subcontractor engaged in performance of the Services subject to this Section shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services subject to this Section. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (i) The information contained in the payroll record is true and correct.
 - (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

4. In accordance with Labor Code Section 1777.5, CONSULTANT, on behalf of itself and any subcontractors acting on CONSULTANT's behalf in performance of the Services subject to this Section, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
5. In case it becomes necessary for CONSULTANT and any subcontractors performing Services on CONSULTANT's behalf to employ for the Services subject to this Section any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONSULTANT shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Services subject to this Section to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 9. Conflicts of Interest.

- A. 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 Section 81000 *et seq.*
- B. 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 Sections 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. CONSULTANT 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.
- C. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 10. Independent Contractor. CONSULTANT shall at all times during the term of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONSULTANT shall determine the method, details and means of performing all of the Services to be performed by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. 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.

Section 11. Non-Discrimination.

- A. CONSULTANT shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Services provided by CONSULTANT under this Agreement. CONSULTANT shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONSULTANT thereby.
- B. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONSULTANT shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide Services under this Agreement.

Section. 12. Indemnification.

- A. To the fullest extent permitted by law, CONSULTANT hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONSULTANT or any of CONSULTANT's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of CITY's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct

of the CITY. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONSULTANT shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONSULTANT, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. Paragraph A of this Section notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the limited extent that the Services provided under this Agreement are subject to Civil Code § 2782(a), or (ii) CITY's active negligence to the limited extent that the Services provided under this Agreement are subject to Civil Code § 2782(b).
- C. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- D. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers 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.
- E. 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. CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

- F. CONSULTANT shall fully comply with the workers' compensation laws regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 13. Insurance.

- A. CONSULTANT shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:
1. Commercial general liability, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Five Million Dollars (\$5,000,000) per occurrence, Ten Million Dollars (\$10,000,000) general aggregate, for bodily injury, personal injury, and property damage which may arise from or in connection with the performance of the work hereunder by CONSULTANT, their agents, representatives, employees or subcontractors. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
 2. Automobile liability at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONSULTANT arising out of the operation or in connection with work to be performed under the agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Ten Million Dollars (\$10,000,000) combined single limit for each accident. Additionally, all vehicles shall be insured against comprehensive and collision damage at a level satisfactory to the CITY. Physical damage insurance shall be maintained on a replacement cost basis to provide for comprehensive collision losses. Deductibles shall not be greater than one thousand dollars (\$1,000) for collision or comprehensive coverage. CITY shall be listed as a loss payee on all property insurance.
 3. Workers' compensation insurance (Statutory Limits) as required by the State of California and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONSULTANT for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies, provided that such subrogation is only to the extent that covered claims or damages are caused by CONSULTANT's own negligence or willful misconduct.

4. Umbrella or excess liability insurance with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Coverage shall "pay on behalf," with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another.
- B. Endorsements. The commercial general liability insurance policy, automobile liability policy and or umbrella or excess liability insurance policy shall contain or be endorsed to contain the following:
1. Additional insureds: "The City of San Fernando and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONSULTANT pursuant to its contract with CITY; products and completed operations of CONSULTANT; premises owned, occupied or used by the CONSULTANT; automobiles owned, leased, hired, or borrowed by the CONSULTANT."
 2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 3. Other insurance: "The Consultat's insurance coverage shall be primary insurance as respects the City of San Fernando, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of San Fernando shall be excess and not contributing with the insurance provided by this policy."
 4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of San Fernando, its officers, officials, agents, employees, and volunteers.
 5. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- D. Certificates of Insurance. CONSULTANT shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement.
- E. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CONSULTANT may be held responsible for payments of damages to persons or property.

- F. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.
- G. CONSULTANT shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- H. All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents, subcontractors, or volunteers 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.
- I. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- J. 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.
- K. 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.

Section 14. Records and Inspection.

- A. CONSULTANT shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Services and enable the CITY to evaluate the performance of the Services. CITY shall have full and free access to such books and records at all times, free of charge, during normal business hours, including the right to inspect, copy, audit, and make records and transcripts from such records. CITY shall further have the right to audit such records to make transcripts therefrom and to inspect all program data, documents, proceedings activities. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 15. Termination.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONSULTANT specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONSULTANT may only terminate this Agreement for cause.

B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) 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; (ii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (iv) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONSULTANT shall cure the following Event of Default within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, 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 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

- If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.
2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONSULTANT within thirty (30) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
 3. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement (or the performance of any specific task or function performed by CONSULTANT under this Agreement) pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
 4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
 5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to 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. Assess liquidated damages in accordance with the liquidated damages table set forth under Section 3.4 (Service Standard) on page 27 of Exhibit "A" to this Agreement.
- v. The CITY may exercise any other available and lawful right or remedy.

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

- 6. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement.
- 7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 16. Force Majeure. The provisions of Section 38 (Force Majeure) of the BG Contract shall apply to this Agreement.

Section 17. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of San Fernando
 Community Development Department
 Attn: Director of Community Development
 117 Macneil Street
 San Fernando, CA 91340
 Phone: (818) 898-1217

If to CONSULTANT:

Habitat for Humanity of Greater Los Angeles
 8739 Artesia Boulevard
 Bellflower, CA 90706
 Attn: Erin Rank, President/CEO
 Phone: (310) 365-6253

Section 18. Prohibition. CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 19. Attorney Fees. In the event that CITY or CONSULTANT commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 20. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. This instrument contains the entire Agreement between CITY and CONSULTANT with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 21. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 22. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 23. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 24. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Signature page to follow

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

CITY OF SAN FERNANDO:

HABITAT FOR HUMANITY OF GREATER LOS ANGELES:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



Bringing People Together to Build **Homes, Communities** and **Hope**

Accessibility and Small Grants Program

The Accessibility and Small Grants Program will provide low-income homeowners with minor accessibility improvements on their home to help them age in place. The program will also provide the Home Preservation team with flexible funding to address urgent needs from callers like the lack of hot water or a very minor home fix that would take less than a day.

Program Budget

-\$100,000 would allow us to complete between 10 and 20 jobs that cost between \$1,000 - \$10,000.

Administrative Fees

- \$600.00 assessment fees
- \$ permit fees if permit needed
- 15% Administrative fee

Marketing

- The program will be marketed as a minor accessibility improvements program.
- Pull applicants from General Wait list for emergency or small repairs

Eligible Accessibility Repairs

Including but not limited to:

- Install double handrails on stairways
- Install handheld shower head
- Install wet chair for shower
- Install toilet seat riser with handles
- Install a walk in shower/bath tub (bathroom remodel for aging in place)
- Heighten electrical outlets to 18"-24"
- Install rocker-style light switches
- Install lever style door handles
- Install faucet with lever style handles
- Add traction tape to stairs and walking surfaces
- Add safety bars to bathroom toilet and bath
- Install wheelchair ramp

Applicant Documentation

Eligibility Requirements

Same as other standard [Home Preservation programs](#) with some exceptions:

- Must own a home within the Habitat LA service area
 - o Demonstrated by title search



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- Property must be owner-occupied and serve as the primary residence of all owners on the title.
 - o Demonstrated with utility bill
- Property must be a single-family residence, manufactured home, condominium, town home or duplex.
- Household income must be below current maximum income limits, for all people on title
 - o Demonstrated with proof of income, one of these items:
 - Tax return
 - Bank statement
 - Pay stub
 - Benefit letter

- Renters in apartments will be reviewed on a case-by-case basis. Landlord approval will be required.

Documents required

- Application
- Utility bill
- Proof of income

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julio Salcedo, Director of Recreation and Community Services

Date: September 3, 2024

Subject: Consideration to Adopt a Resolution Authorizing Submittal of a Grant Application to the California Natural Resources Agency for the Youth Community Access Grant Program

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8331 (Attachment "A") authorizing the preparation and submittal of a grant application to the California Natural Resources Agency (Exhibit "A" of Attachment "A") for the Youth Community Access Grant in the amount of \$498,850 to fund the San Fernando Montañeros Program.

BACKGROUND:

1. On November 2016, Proposition 64 (Prop 64) was passed by voters allowing adults aged 21 years or older to possess and use marijuana for non-medical purposes. Prop 64 created two new taxes, the revenues of which are deposited into the California Cannabis Tax Fund. Current law allocates 60% of the California Cannabis Tax Fund to be deposited into the Youth Education Prevention, Early Intervention and Treatment Account (YEPEITA).
2. On June 26, 2024, the California Natural Resources Agency (CNRA) announced the grant opportunity to expand outdoor access, which is funded by the YEPEITA.
3. On August 1, 2024, staff received notification of the grant and began to develop a program action plan and the proper budget to completely fund the effort. The application includes goals of providing educational workshops, park cleanups, hikes, overnight camping experiences, and the acquisition of two hybrid minivans to provide transportation to natural and cultural areas.

ANALYSIS:

Nature and cultural programs offer youth invaluable benefits by fostering personal growth, enhancing mental and physical well-being, and cultivating a deeper connection to their

Consideration to Adopt a Resolution Authorizing Submittal of a Grant Application to the California Natural Resources Agency for the Youth Community Access Grant Program

Page 2 of 3

environment and heritage. Engaging with nature promotes physical activity, reduces stress, and improves cognitive function, while exposure to cultural programs broadens perspectives, builds empathy, and strengthens community bonds. Together, these experiences help youth develop critical life skills, such as problem-solving, adaptability, and social awareness, equipping them to become more well-rounded, informed, and resilient individuals.

In November 2016, Proposition 64 (Prop 64) was passed by voters and 60% of the revenues created by Prop 64 are assigned to the Youth Education Prevention, Early Intervention and Treatment Account (YEPEITA). The YEPEITA account funds the Youth Community Access Grant Program (YCAGP). The YCAGP funds directly support youth access to natural and cultural resources. The program is specifically aimed at underserved communities of color and vulnerable populations, focusing on activities that promote youth health, well-being, and leadership. Eligible projects include activities such as youth-led outdoor workshops, field trips to parks, and environmental education programs. At least 80% of participants must meet criteria for low-income or underserved communities.

The proposed San Fernando Montañeros program will target San Fernando youth aged 12 through 26 to provide activities within the City and throughout the State. These activities include monthly planning meetings; educational workshops relating to water and the history of the indigenous tribes of the area. Also included are park cleanups at Cindy Montañez Natural Park, Rudy Ortega, Sr. Park, and Casa de Lopez Adobe house; overnight camping trips to Joshua Tree National Park, Leo Carrillo State Park, and Mammoth Lakes; cultural awareness workshops and hikes to local trails. The grant will also allow for the acquisition of two (2) 2024 Chrysler Pacifica Hybrid minivans to help transport equipment and participants to events.

The Fernandeano Tataviam tribe has been a past recipient of this grant. Their cultural activities, services and programming are not only essential to the history of the City, but it also meets the cultural programming requirements of this grant. Therefore, staff is also proposing the collaboration of the City with the Fernandeano Tataviam Band of Mission Indians for the cultural aspects of programming. Cultural programming will include a four-week "Agua University" environmental justice course, which includes a two-week trip through the state of California rivers, concluding at Mono Lake. Through the San Fernando Montañeros proposal, staff will expand and nurture that leadership potential in order for their involvement to have a bigger impact in the community. By giving youth significant responsibilities and leadership experiences that contribute to their development as active, engaged community members, participants will gain practical skills in leadership, project management, environmental advocacy, and community engagement, setting a strong foundation for future endeavors.

Staff proposes that the grant serve as a vehicle to expand program collaborations of various degrees with existing partner organizations such as Treepeople, Nature for All, and National Parks Conservation Association (NPCA) such as assisting with park cleanups, assisting with hikes and overnight camping trips.

Consideration to Adopt a Resolution Authorizing Submittal of a Grant Application to the California Natural Resources Agency for the Youth Community Access Grant Program

Page 3 of 3

BUDGET IMPACT:

There is no projected budget impact to the general fund as the Youth Community Access Grant Program does not require any matching funds. Authorization of the Resolution is the initial step in requesting funding from the California Natural Resources Agency.

If the City is awarded grant funds for the Youth Community Access Grant Program, staff will return to City Council with a resolution to formally accept the award and appropriate funds.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 8331 authorizing the submittal of the grant application to the California Natural Resources Agency for the Youth Community Access Grant Program to fund the San Fernando Montañeros Program.

ATTACHMENTS:

- A. Resolution No. 8331, including:
 - Exhibit "A": State of California Natural Resources Agency - Youth Community Access Grant Program Guidelines

RESOLUTION NO. 8331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY REGARDING GRANT FUNDS FOR THE YOUTH COMMUNITY ACCESS GRANT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the State of California Natural Resources Agency Youth Community Access Grant Program Guidelines (**Exhibit "A"**) require a resolution certifying the approval of application(s) by the City of San Fernando ("Applicant") governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN FERNANDO:

SECTION 1. Approves the filing of an application for the San Fernando Montañeros program.

SECTION 2. Certifies that Applicant understands the assurances and certification in the application package.

SECTION 3. Certifies that Applicant or title holder will have enough funds to operate and maintain the project consistent with the grant guideline requirements or will secure the resources to do so.

SECTION 4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code.

SECTION 5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained.

SECTION 6. Appoints the City Manager or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 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. 8331, 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 3rd day of September, 2024, by the following vote of the City Council:

AYES:

NAYS:

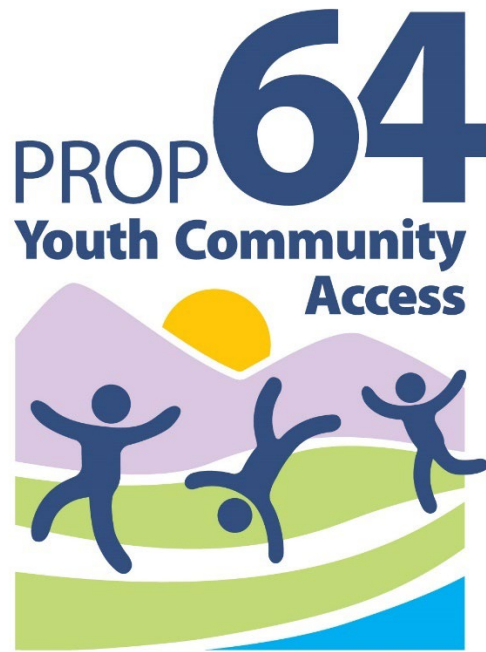
ABSENT:

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 September, 2024.

Julia Fritz, City Clerk

YOUTH COMMUNITY ACCESS GRANT PROGRAM GUIDELINES



STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

JUNE 2024



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TECHNICAL ASSISTANCE WORKSHOPS

The California Natural Resources Agency will conduct online technical assistance workshops. A list of workshop dates and times can be found on the California Natural Resources Agency website at <https://resources.ca.gov/grants/youth>.

These Guidelines include information to assist applicants in applying for funding. Please read them in their entirety for important information on project eligibility, evaluation criteria, and submission requirements.

For general project evaluation process questions, contact the California Natural Resources Agency at:

Phone: (916) 653-2812
Email: bondsandgrants@resources.ca.gov
Website: www.resources.ca.gov/grants

HOW TO SUBMIT

This grant program consists of a progressive, three-step evaluation process:

- 1) Project Proposal
- 2) Teleconference Visit
- 3) Supporting Documents

All documents are submitted using the California Natural Resource Agency's Project Tracking and Reporting (RAPTR) system, which can be found at <https://raptr.resources.ca.gov>.

To access RAPTR, applicants must create a user account. A detailed RAPTR user manual is located on the RAPTR homepage.

RAPTR SYSTEM QUESTIONS

For technical assistance with RAPTR, please e-mail the RAPTR help desk.

Hours: 9:00 AM to 4:00 PM M-F
Email: raptr@resources.ca.gov

When contacting the RAPTR help desk, please provide the following:

- Your name and contact information
- Recipient Organization (the grant applicant organization)
- Funding Program
- Short description of the problem, including where it is within the application
- A screen shot of the error received, if applicable

If you have barriers to accessing the internet, please contact the California Natural Resources Agency to discuss alternate means of communication and submittal.

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INTRODUCTION

California voters passed the Control, Regulate and Tax Adult Use of Marijuana Act (Proposition 64) on November 8, 2016, which legalized the recreational sale and use of cannabis to people over the age of 21 and levied new excise taxes on the cultivation and retail sale of all state-regulated cannabis. Proposition 64 created the Youth Education, Prevention, Early Intervention and Treatment Account (YEPEITA) into which the State Controller deposits 60 percent (60%) of the tax revenues from marijuana sales for youth programs designed to educate about and prevent substance use disorders and to prevent harm from substance use. These programs emphasize accurate education, effective prevention, early intervention, school retention, and timely treatment services for youth, their families, and caregivers.

YEPEITA funds appropriated to the California Natural Resources Agency (the State) are to be used for competitive grants to support youth access to natural or cultural resources with a focus on low-income and disadvantaged communities. The grants may include, but are not limited to, community education and recreational amenities to support youth substance use prevention and early intervention. To meet this mandate, the State created the Youth Community Access Grant Program.

The Youth Community Access Grant Program is a competitive program to award grants to communities disproportionately affected by past federal and state drug policies, also known as the War on Drugs, as well as other underserved communities. The War on Drugs disproportionately impacted communities of color, particularly low-income communities. Harsh federal and state drug policies enacted during the War on Drugs led to mass incarceration of people of color, decreased access to social services, loss of educational attainment due to diminished federal financial aid eligibility, prohibitions on the use of public assistance, and the separation of families. The Youth Community Access Grant Program aims to be a resource to address and repair the multi-generational community impacts of the War on Drugs.

Funding Allocation

Approximately \$18.5 million is available for Youth Community Access projects.

Grant Amounts

The maximum award for an individual project is \$500,000. The minimum award is \$25,000.

Eligible Applicants

Eligible applicants include local, state, and federal agencies; nonprofit organizations; and federally recognized Native American tribes.

Nonprofit organizations are defined as any nonprofit public benefit corporation that is formed pursuant to the Nonprofit Corporation Law (commencing with Section 5000 of

the Corporations Code), incorporated for a minimum of two years, qualified to do business in California, and qualified as a tax-exempt 501(c)(3) organization under the US Internal Revenue Code. In addition, all nonprofit organizations must be active with the California Secretary of State and current with the registration and reporting requirements of the California Department of Justice, Office of the Attorney General Registry of Charities and Fundraisers. **A fiscal sponsor may apply on behalf of a nonprofit that is not a qualified 501(c)(3) organization, but the fiscal sponsor, not the nonprofit, must be the grant applicant.**

Eligible Projects

Eligible projects must serve youth and directly support access to either natural or cultural resources **AND** meet the criteria for both low-income **AND** disadvantaged (not one or the other) communities. To determine eligibility, the following definitions will apply:

Natural Resources include, but are not limited to, land, water, forests, fisheries, and animals.

Cultural Resources include any property or location that was created, modified, or used by people at least 50 years ago. Cultural resource means archeological sites, objects, grounds, gardens, landscapes, structures, and buildings.

Low-Income Community means a community and/or household with an annual median household income less than 80 percent of the statewide average or a household that qualifies for School Nutrition Programs such as the National School Lunch Program, School Breakfast Program, Afterschool Meal Supplements, Special Milk Program, and State Meal Programs (hereinafter "Free or Reduced-price Meals Programs").

Two tools showing annual median household income of geographic areas are the California State Parks Outdoor Equity Program Community Fact Finder and the Department of Water Resources Mapping tool. Income eligibility guidelines for Free and Reduced-price Meals can be found on the California Department of Education (CDE) website. (See Appendix N for links to these tools and to the CDE Income Eligibility Guidelines for Free and Reduced-price Meals).

Disadvantaged Community means underserved communities of color and/or vulnerable populations (hereafter referred to as "underserved communities and vulnerable populations").

Communities of color are defined as American Indian/Alaskan Native, African American, Asian-Pacific Islander, and Latinx.

Vulnerable populations are defined as foster and transition age youth, LGBTQIA+ youth, youth with disabilities, youth involved in the juvenile or criminal justice system, and other youth populations disproportionately affected by past state and federal drug policies.

At least eighty percent (80%) of the youth participants must meet the criteria for low-income and underserved and vulnerable communities. If the project is a Development project (see definition in Appendix O), 80% or more of the project's footprint must be located in the low-income community.

Projects must comply with all labor laws. In addition, Development Projects (see Appendix O for definition) must comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with Section 21000). (See Appendix J)

PROGRAM REQUIREMENTS & FUNDING PRIORITIES

To be eligible for funding, projects must meet **ALL** the following program requirements:

1. Projects must serve youth. For the purposes of this program, youth is defined as a person between the ages of birth and 26 years old.
2. Projects must directly support youth access to either natural or cultural resources.
3. Projects must include design features and program elements to promote youth health, safety, well-being, and comfort.

Funding Priorities

Projects containing one or more of the following elements will be given priority consideration in funding decisions:

1. Projects in which youth participate in project planning, decision making, facilitation, and evaluation.
2. Projects in which youth participate in outreach and awareness campaigns.
3. Projects that empower youth to make healthy choices.

Other Funding Considerations

In evaluating Project Proposals, scores are used to determine initial rankings and facilitate discussions for each proposal among a multidisciplinary team. To achieve equitable distribution of funds, the State may consider additional factors including, but not limited to, geographic distribution of funds, priority populations, previous grant performance, and feasibility to accept partial funding.

Eligible Project Examples

The list below provides examples of eligible projects. The list is not exhaustive.

- Youth-led outdoor skills workshops and classes for younger youth
- Camp excursions that combine outdoor fun with support group activities for at-risk youth
- Field trips to local, state, or national parks and outdoor areas in California and provide opportunities for hiking, birdwatching, environmental education, etc.
- Acquire a clean vehicle to take youth hiking, camping, to archeological sites, etc.
- Acquire a clean vehicle to take youth on eligible outdoor excursions along with educational programming to support/enhance the excursions
- Youth interns, with adult guidance, design, and construct trailheads in a low-income community for use by youth and their families

- Farming program to educate and provide job training in an outdoor environment with programming that addresses healthy choices
- Educational programs that combine classroom instruction with excursions to access natural and/or cultural resources
- Programs that teach youth about their history, culture, and language with trips to various culturally important sites in California to enhance the teachings
- Workforce development programs that integrate new environments, healthy choices, and skills to advance careers relating to natural or cultural resources
- ADA improvements to increase youth accessibility to natural and/or cultural resources

Ineligible Project Examples

The list below provides examples of projects and/or project components that are not eligible under the Youth Community Access Grant Program. This is not an exhaustive list.

- Projects that do not directly support access to natural or cultural resources (e.g., indoor-only projects)
- Acquisitions of non-eco-friendly or clean vehicles (as defined in Appendix O)
- Acquisitions of eco-friendly or clean vehicles that are not primarily dedicated to transporting youth on excursions to natural or cultural resources
- Educational or workforce development programs that do not include access to natural or cultural resources
- Project Proposals that include more than one project (however, more than one Project Proposal can be submitted by an applicant)
- Development Projects contingent on a future land acquisition for project implementation
- Cash reserves, endowments, or fundraising activities
- Payment of a debt or mortgage
- Projects that do not serve youth
- Projects where applicant intends to subgrant or regrant to another entity to implement the project

SELECTION PROCESS

Step One

- Applicants submit Project Proposals through the Resources Agency's Project Tracking and Reporting (RAPTR) system. **No hardcopy Project Proposals are required.**
- Project Proposals are reviewed and evaluated. Incomplete or ineligible Project Proposals may be removed from the competitive process.

Step Two

- Teleconference visits are conducted for the most competitive projects. Applicants may be required to provide additional documentation prior to or after a teleconference visit.

Step Three

- Applicants selected to further compete will submit additional documentation.
- Documentation is evaluated, with the most competitive projects being recommended for funding.

Once Step 3 evaluations have been completed, funding recommendations are submitted to the California Secretary for Natural Resources. Upon approval by the Secretary, grant awards are announced.

All information contained in the Project Proposal and supporting documentation is confidential until grant awards are announced.

The State reserves the right to reject any Project Proposal from an applicant who is in violation of law or policy at any other public agency. Potential violations include, but are not limited to, being in default of performance requirements in other contracts or grant agreements issued by the State, being engaged in or suspected of criminal conduct that poorly reflects or brings discredit to the State or failing to have all required licenses necessary to carry out the project.

The State further reserves the right to reject any proposal from an applicant who has a history of performance issues with past grants or other agreements with any public entity.

Tribal Outreach and Consultation

For projects that affect California Native American tribal communities, Grantees will be required to show early, often, and meaningful outreach and attempt to collaborate with local California Native American tribes through the implementation of their project.

Meaningful outreach includes, but is not limited to, writing letters and emails, and following with phone calls updating the tribe throughout the development, implementation, and completion of the project, inviting tribal leadership to attend

planning meetings, and meeting with local tribal government-led consortiums or other inter-tribal governmental organizations. Collaborating with local California Native American tribes can include developing the project with tribal leadership, ensuring the project provides benefits to the local tribe and its membership, and providing contracting opportunities to local tribes and their members where appropriate.

Conflict of Interest

All applicants and individuals who participate in the review of submitted Project Proposals are subject to state and federal conflict-of-interest laws. Any individual who has participated in planning or setting priorities for a specific solicitation over and above the public comment process or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds through that solicitation. Failure to comply with conflict-of-interest laws, including business and financial disclosure provisions, will result in the Project Proposal being rejected and any subsequent grant agreement being declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, California Government Code section 1090 and Public Contract Code sections 10365.5, 10410, and 10411. Applicants should also be aware that certain state agencies may submit project proposals that will compete for funding.

EVALUATION & SCORING CRITERIA

Information provided by applicant during the evaluation process should demonstrate how effectively the proposed project meets statutory requirements, funding priorities, and program objectives. Projects will be evaluated using established criteria and any additional funding considerations. Project Proposals will receive an initial ranking, with a score of 100 points possible. The initial ranking will be used to facilitate discussions about each proposal among a multidisciplinary team. Points will be attributed to each section and not to individual questions. **Applicable sections left blank will receive zero for that section.**

Scoring Criteria	Points
Requirements & Project Need	0-35
Funding Priorities	0-25
Project Readiness	0-20
Organizational Capacity & Collaboration	0-15
Additional Project Characteristics	0-5
Total Points Possible	100

STEP ONE: PROJECT PROPOSAL

Applicants are required to submit an online Project Proposal in the Resource Agency's Project Tracking and Reporting (RAPTR) system. Applicants should refer to the solicitation notice for due dates. **No hard copy Project Proposals are required.** Applicants proposing the most competitive eligible projects will be invited to compete in the next phase of the evaluation process, a teleconference visit. The most competitive projects receiving a teleconference visit will be invited to submit additional supporting documentation for further evaluation. Incomplete or noncompliant proposals may be eliminated from the competitive process.

All Project Proposal submittals must include both responses to the project questions below and the required project proposal documentation (See Appendix A for submittal checklist).

PROJECT QUESTIONS

Applicants must answer the following questions. If a question does not apply to the project, indicate "Not Applicable" with a brief explanation. Do not leave blank fields. Be sure to address all parts of each question as succinctly as possible.

The Project

1. Describe the discrete project the grant would fund. The information provided should include grant deliverables and support the cost estimate submitted with the proposal. (See Appendix O for a definition and examples of grant deliverables).

The following project-specific information should be included in response to this question (as applicable):

- a. The approximate number of experiences with natural or cultural resources youth will have (e.g., field trips, days at camp), the length of the project funded by the grant, any cost for youth to participate, and percentage of classroom versus outdoor program time.
- b. A description of the clean vehicle to be acquired and how the vehicle will be used both during and after the grant period.
- c. For Development Projects (see Appendix O for definition): The percentage of the project footprint located within a low-income community, the owners of the property on which the project will take place, the status of any agreements needed to access and implement the project and plans for long-term operations and maintenance of the project (See Appendix K).

Requirements & Project Need

1. How many youth will be served by the project funded with the grant and across what time period?
2. How will youth be recruited to participate in the project? Describe the low-income communities and/or households to which at least 80% of the youth participants will belong.
3. How will applicant ensure that at least 80% of youth served through the project live within a low-income household and/or community?
4. Describe the underserved communities of color and/or vulnerable populations to which at least 80% of youth participants will belong.
5. How will applicant ensure that at least 80% of the youth to be served are members of underserved communities of color and/or vulnerable populations? (If funded, documentation must be available upon request and for audit purposes.)

6. Provide specific examples of natural and/or cultural resources youth will access because of the project.
7. Describe how the project addresses a critical need of the youth to be served.
8. What steps will be taken to address youth safety, well-being, and comfort throughout the project?
9. Describe the specific training staff receive in areas such as safety, risk management, cultural competency, trauma informed practices, etc.
10. Describe any existing ADA accessibility accommodations available to participating youth and/or planned accommodations to be created by the proposed project.

Funding Priorities

11. Describe any youth leadership opportunities during project development and/or implementation. Provide information pertaining to any distinct youth participant roles that may be applicable (e.g., interns, youth advisory committee, etc.).
12. Of the total number of youth participants, how many will be given leadership opportunities during project development or implementation? If distinct roles are applicable, how many youth are anticipated for each role?
13. What skills and knowledge will youth gain because of the project?
14. Describe lasting impacts of the project and how project experiences will continue to influence youth participants after the project concludes.
15. Describe any youth participation in public awareness/outreach campaigns before and/or after project completion.
16. Explain how the project encourages and empowers youth to make healthy choices during and beyond the project.

Project Readiness

17. Describe the immediate steps to be taken post-grant award and timeline for implementation and completion of each.
18. Explain how the applicant will fill any funding gaps to complete the project.
19. If the project requires hiring of staff, explain the timeline for hiring and the specific role(s) the new staff will perform for the grant-funded project.
20. If applicable, provide the status of communications about the project with entities (e.g., schools, nonprofit organizations, foster system, etc.) from which youth will be recruited.

21. If a Development Project (see Appendix O for definition), will the project trigger any permits and/or environmental reviews? If so, provide the status and/or anticipated timeline of applicable compliance measures (See Appendix J).

Organizational Capacity & Collaboration

22. Describe the applicant's ability and experience with fundraising (e.g., grants, donations, etc.).
23. Describe the applicant's experience in completing similar projects.
24. Describe the applicant's fiscal capacity to carry out the proposed project.
25. What is the applicant's primary source of revenue? Describe any partnerships with other entities and their roles in the project.
26. If funded, what documentation will applicant use to demonstrate that the project was successful—i.e., met expected outcomes and benefitted the intended audience?

Additional Project Characteristics

27. Describe other project characteristics not previously discussed that would assist in evaluating the proposal. (No response or an answer of "Not Applicable" will be given a score of zero).

End of Project Questions

REQUIRED DOCUMENTATION FOR PROJECT PROPOSAL

The following documents must be uploaded into RAPTR as part of the Project Proposal:

1. **Proposal Form Signature Page** – The signature page of the completed Project Proposal Form should be electronically signed (See Appendix B). In the alternative to electronic signature, the page may be printed, signed, and then scanned. This form should be signed by the same Authorized Representative to be identified in the resolution or certification letter. (See Appendix G or Appendix H).
2. **Project Proposal Questions Form** – The Project Proposal Questions Form contains the project proposal questions and a space for responses. The form can be downloaded from RAPTR and is available on the program webpage.
3. **Low-Income Community Documentation** – Provide evidence the project meets the low-income community eligibility requirement. Submit at least one of the following:
 - a. Color-coded map from State Parks Outdoor Equity Program Community Fact Finder demonstrating the project meets the low-income requirement.
See <https://www.parksforcalifornia.org/outdoorequity/>
 - b. Color-coded map from Department of Water Resources Mapping tool demonstrating project meets the low-income requirement.
See <https://gis.water.ca.gov/app/dacs/>
 - c. For those populations (e.g., foster or homeless youth) that may not be identifiable on the above tools, submit evidence demonstrating youth participants will meet the low-income requirement.
4. **Cost Estimate** – Provide a cost estimate reflecting all costs associated with the project. Identify costs to be funded by the grant and costs covered by other funding sources in separate columns. Where possible, the cost of project elements funded by the grant should not be split between the grant and other funding sources. (See Appendix D for a sample format).
5. **Nonprofit Questionnaire** – Nonprofit applicants provide a completed questionnaire. (See Appendix F).
6. **Supporting Documentation** – Submit up to eight pages of documentation that helps illustrate and support the proposed project, such as, but not limited to, brochures, curriculum samples, draft workplans, logic models, sample formats, modules, photographs of program or current site conditions for development (e.g., construction projects) marketing materials, or other relevant documentation.

Development Projects (see Appendix O for definition) should include the following additional documents:

7. **Site Plan** – Submit a drawing or schematic of the proposed changes to land or structures to support youth access to natural or cultural resources that clearly delineates exterior project boundaries and the location of proposed improvements described in the proposal.

End of Step One Information

**STEP TWO: TELECONFERENCE VISITS
(QUALIFYING PROJECTS ONLY)**

Applicants submitting the most competitive Project Proposals will be further evaluated during a teleconference visit with grant program staff. Applicants should be prepared to respond to project-specific questions including, but not limited to, the cost estimate, curriculum design, site plan, program goals, outreach efforts, partnerships, sustainability, transportation, community involvement, and any possible barriers to successful project completion.

For Development Projects, landowners must join the teleconference visit. Applicants and landowners should be prepared to discuss formal agreements, status of environmental reviews, and long-term roles and responsibilities for project maintenance, as applicable.

Applicants may be required to provide additional documentation about the project before being granted a teleconference visit.

End of Step Two Information

STEP THREE: SUPPORTING DOCUMENTATION (QUALIFYING PROJECTS ONLY)

Applicants with the most competitive projects after teleconference visits will be required to submit supporting documentation further demonstrating their ability to carry out the project.

The following required supporting materials must be uploaded to RAPTR. If a requested document is not applicable to the project, upload an attachment with a brief explanation of why it is not applicable. Templates for some materials will be available at <http://resources.ca.gov/grants/youth/>.

1. **Signed Authorizing Resolution or Certification Letter** – Provide a signed authorizing resolution from the applicant's governing board. (See Appendix G for the required resolution format and content). Resolutions must include all assurances contained in the template. A Certification Letter can be submitted for agencies without a governing board. (See Appendix H for required format and content).
2. **Eligibility for Nonprofit Applicants** – Provide evidence:
 - a. The corporation is qualified under Section 501 (c)(3) of the Internal Revenue Service Code. An IRS 501(c)(3) Determination Letter or printout from the IRS tax-exempt organization search tool on the official IRS website is sufficient. See <https://apps.irs.gov/app/eos/>; **and**
 - b. The corporation has an active status with the Secretary of State. A printout from the Secretary of State business search web page showing the corporation is Active is sufficient. See <https://bizfileonline.sos.ca.gov/search/business>; **and**
 - c. The corporation is current in registration and reporting requirements with the Attorney General's Registry of Charities and Fundraisers. A printout from the Department of Justice Registry Search Tool showing the corporation's registration is Current is sufficient.
See <https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>
3. **Timeline** – Provide an estimated timeline for major project milestones.
4. **Assurance Statement** – Provide a statement signed by the applicant's Authorized Representative attesting that if the project is awarded funding, at least 80 percent or more of youth participants will be from low-income communities or households based on median household income or free and reduced-price meals requirements, and from underserved communities of color or vulnerable populations as defined in the program guidelines. If the project includes a vehicle acquisition, provide a statement signed by the applicant's Authorized Representative attesting that the clean vehicle will be used only for the intent of the project until completion.

5. **Work Plan** – Provide an outline of the program schedule and work plan including activities. List goals objectives, benchmarks, evaluation, timeframe, resources, and who is responsible for tasks.
6. **Other** – Project-specific additional documentation may be requested.
7. **Payee Data Record/Government Agency Taxpayer ID Form** – Nonprofit applicants must provide a completed and signed STD 204 Payee Data Record form. Government Agency applicants must provide a completed and signed Government Agency Taxpayer ID Form. (See Appendix L for links to both forms).

End of Step Three Information

GRANT PROJECT ADMINISTRATION (POST GRANT AWARD)

For projects awarded grant funding, the following is the general post-award administrative procedure:

1. Grantee attends grant management workshop which addresses project administration, including proper submission of payment requests and periodic reports.
2. State Grant Administrator works with Grantee to develop and execute a grant agreement.
3. Grantee commences initial planning work and submits periodic reimbursement requests for eligible costs (subject to retention).
4. Grantee submits evidence of funding recognition on program materials, acquired vehicles, and/or at a Development project site, as applicable.
5. Grantee notifies the State of public events related to the project.
6. Grantee commences project work/activities.
7. Grantee submits periodic progress reports.
8. Grantee completes project and submits project completion forms.
9. The State conducts final project inspection and/or reviews final report and approves final payment request(s).

Changes to Approved Project

Grantees seeking changes or amendments to an approved project must obtain the State's approval. Changes in project scope must continue to meet the need cited in the original Project Proposal. Grantees jeopardize funding should changes be made without prior notice to and approval by the State.

Eligible Costs

Direct project-related costs incurred during the project performance period specified in the grant agreement are eligible for reimbursement. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the project performance period are not eligible for reimbursement. (See Appendix E for further information on Eligible Costs). Indirect costs are limited to 15% of the grant-funded budget.

Site Visits

The State may make periodic visits to the project site, including a final inspection. The State will determine if the work is consistent with the approved project scope and ensure compliance with signage requirements.

Payment of Grant Funds

Funds will not be disbursed until there is a fully executed grant agreement between the State and the Grantee. For Development Projects (see Appendix O for definition) that require an environmental review, funds cannot be disbursed until the review is complete and evidence provided to the State.

- Generally, payments will be made on a reimbursement basis. This means the Grantee pays for services, products, or supplies; submits invoices; and is then reimbursed by the State. It generally takes six to eight weeks to receive payment after Grantee submits a completed payment request.
- Ten percent (10%) of the amount requested for reimbursement may be retained and issued as a final payment upon completion.
- Upon compelling need, advances up to twenty-five percent (25%) of the grant award at a time may be available. For vehicle acquisitions, higher advances may be approved. Advances must be reconciled at least quarterly.

Loss of Funding

The following are examples of actions that may result in a Grantee's loss of funding. This is not an exhaustive list.

1. Grantee fails to execute a grant agreement.
2. Grantee changes the project scope without prior notice to and approval by the State.
3. Grantee fails to timely submit all required documentation.
4. Grantee fails to complete the project.
5. Grantee fails to provide project updates as requested.

Project Reporting

Grantee is required to keep the State informed of the project's progress throughout the project performance period. Grantee must submit periodic status reports as requested by the Grant Administrator. (See Appendix M for periodic reporting template).

Insurance Requirements

Grantees shall maintain commercial general liability workers compensation and employer's liability, and, if applicable, automobile liability insurance with minimum coverage limits of \$1 million. Upon request, Grantees must provide evidence of compliance with insurance requirements.

STATE AUDIT & ACCOUNTING REQUIREMENTS

Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. If the project is selected for audit, Grantee will be contacted in advance. The audit shall include all books, papers, accounts, documents, or other records for Grantee as they relate to the project. All project expenditure documentation should be available for an audit, whether paid with grant funds or other funds.

Grantee must have project records, including source documents and evidence of payment, readily available and must provide an employee with knowledge of the project to assist the auditor. Grantee must provide a copy of any document, paper, record, etc., requested by the auditor. Further, Grantees must include planning, monitoring, and reporting necessary to ensure successful implementation of the project objectives and have documentation available for State review upon request.

Accounting Requirements

Grantee must maintain an accounting system that:

- Accurately reflects fiscal transactions, with necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs, and timecards, evidence of payment, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

Records Retention

Records must be retained for a period of three (3) years after final payment is made by the State. Grantee must retain all project records at least one (1) year following an audit.

**APPENDICES FOR
STEP ONE: PROJECT PROPOSAL
(PAGES 21 TO 30)**

APPENDIX A: SUBMITTAL CHECKLIST


STEP ONE – PROJECT PROPOSAL

The following is entered directly into RAPTR:	
• Project Summary	
The following will be uploaded into RAPTR as attachments:	
• Project Proposal Form Signature Page	
• Project Proposal Questions	
• Low-Income Community Documentation	
• Cost Estimate	
• Nonprofit Questionnaire (Nonprofit Applicants Only)	
• Supporting Documents (limited to 8 pages)	
• Site Plan (Development Projects Only, see definition in Appendix O)	

APPENDIX B – PROJECT PROPOSAL SIGNATURE PAGE FORM

A fillable Project Proposal Signature Form can be found on the YCA Grant Page [here](#).

YOUTH COMMUNITY ACCESS GRANT PROGRAM Project Proposal Signature Form

Project Title:	
Project Description (limited to 2,000 characters)	
Total Project Cost:	Funding Amount Requested:
Project Start Date:	Project End Date:
Project Latitude:	Project Longitude:
Applicant Organization:	
Address:	
City:	Zip Code:
Project Manager:	Job Title:
Email:	Phone Number:
Authorized Representative:	Job Title:
Email:	Phone Number:
Certification: As the Authorized Representative for the Applicant Organization, I certify the information provided in this Project Proposal, including required attachments, is complete and accurate.	
Signed: 	Date:
Printed Name:	Title:

APPENDIX C – PROJECT PROPOSAL QUESTIONS

[The Project Proposal Questions](#) are a downloadable form found on the YCA homepage or in RAPTR. Provide responses to **all** the questions. If a question does not apply to the project, indicate “Not Applicable” **with a brief explanation**. Do not leave blank fields.

Once completed, upload the questions, as an attachment, into RAPTR.

APPENDIX D: COST ESTIMATE

In preparing a cost estimate for the project, applicants should comply with the following:

1. All project elements should be detailed and customized to fit the project.
2. Each element should be clearly described in the project narrative.
3. Where possible, the cost of project elements funded by the Youth Community Access Grant should not be split between the grant and other funding sources.
4. Grantee's staff labor must be computed on actual time spent on the project and evidenced by time and attendance records describing the work performed. Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.
5. Youth Community Access Grant and Other Funding Source columns should sum to the Total Cost column.
6. Add/delete elements and funding sources as needed. Be sure all costs are eligible, within allowable limits, and all columns add up correctly.
7. Contingency costs can be no more than ten percent (10%) of the grant request.
8. Any indirect costs must be included as a separate line item in the budget and are limited to no more than 15% of total direct costs of the grant. (See Appendix E for further information on indirect cost requirements).

COST ESTIMATE TEMPLATE

Line items below are examples – edit to reflect items applicable to the proposed project.

Project Tasks/Elements	Total Costs	Unit Price	Unit of Measure	Quantity	YCA Grant	Other Funding if applicable	Other Funding if applicable
Personnel/Payroll Services							
• Youth Camp Manager							
• Field Trip Coordinator							
• Support staff							
• Administrative (accounting, payroll, etc.)							
• Youth stipends							
• Staff training							
Materials and Supplies							
• Program materials							
• Camping supplies							
Transportation							
• Acquire eco-friendly clean vehicle							
• Mileage							
• Fee for renting bus							
• Funding acknowledgement sign (vehicle acquisition only)							
Field Trips							
• Entrance fees							
• Lunches							
• Sundry items							
Indirect Costs (not to exceed 15% of direct costs)							
Contingency (not to exceed 10% of grant)							
PROJECT GRAND TOTAL							

- All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits. Applicant must demonstrate that all costs, including personnel salaries were incurred for the discrete project

- A customizable cost estimate template can be found at: <http://resources.ca.gov/grants/youth/>

APPENDIX E: ELIGIBLE COSTS

Direct project-related costs incurred during the project performance period specified in the grant agreement are eligible. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the project performance period are not eligible for reimbursement. Indirect costs are limited to 15% of the grant-funded project budget.

Projects must comply with Labor Code section 1771.5. Therefore, cost estimates should include prevailing wages, as applicable. See Department of Industrial Relations' Division of Labor Statistics and Research website at [Director's General Prevailing Wage Determinations \(ca.gov\)](https://www.dir.ca.gov/DIR/Research/PrevailingWageDeterminations.aspx) for general prevailing wage determinations. For questions about prevailing wage, contact the Department Industrial Relations.

All Projects

1. **Direct Costs** – Costs that are directly tied to the implementation of the project to be funded and incurred during the project performance period specified in the grant agreement. Direct costs may include materials, equipment, technical consultants, subcontractors, Grantee's staff labor, and other eligible costs. Direct costs **do not** include general administrative costs and overhead nor do they include endowments for ongoing project maintenance.
2. **Contingency** – Up to ten percent (10%) of the grant may be budgeted for contingency costs. All contingency costs must be eligible per these guidelines. Contingency funds may not be used to increase the amount of funds that can be used for project management/non-construction (pre-implementation) work or indirect costs.
3. **Contracted Services** – The costs of contracted services may be reimbursed if invoices identify the specific project activities and include evidence of payment.
4. **Personnel or Employee Services** – Costs for the services of Grantee's employees directly engaged in project execution must be computed according to Grantee's prevailing wage or salary scales and may include benefits such as vacation, sick leave, Social Security contributions, etc., that are customarily charged to grantee's various projects, excluding overhead allocations.
 - a. Costs charged to the project must be computed on actual time spent on the project and evidenced by time and attendance records describing the work as well as payroll records. Overtime costs may be allowed under Grantee's established policy, provided the regular work time was devoted to the same project.
 - b. Salaries and wages claimed for employees working on State grant-funded projects must not exceed Grantee's established rates for similar positions.

5. **Supplies and Materials** – Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than that paid by the Grantee.
6. **Community Engagement** – Costs of engaging community members through community meetings and events directly related to the project are eligible.
7. **Indirect Costs** – Indirect costs (also known as administrative costs, incidental costs, or overhead) are the costs of doing business that are not directly related to carrying out the grant-funded project but are necessary for the general operation of the grantee organization. Examples of indirect costs include rent, computers, telephones, office supplies, internet access, copy machines, electricity as well as functions such as janitorial, human resources, business services, information technology, etc. Certain types of indirect costs are not allowed including food and beverage, fundraising, lobbying, and entertainment. Any cost that is billed as a direct cost may NOT be included in indirect costs.

Indirect costs should be included as a single line item in the project cost estimate and is charged as a percentage of the grant-funded project budget (i.e., the direct costs). The maximum indirect rate is 15 percent of direct costs. For example, if direct project costs total \$260,870, the maximum indirect cost that could be budgeted is \$39,130 (15% x \$260,870). Together, the direct and indirect costs should equal the total grant award, which is \$300,000 in this example (\$260,870 + \$39,130).

Grantees that wish to include indirect costs in their grant budgets must be able to document how the indirect rate was calculated. One typical method for documentation is to have a Cost Allocation Plan. Other methods may also be adequate, but it is the grantee's responsibility to determine this based on Generally Accepted Accounting Principles. It is recommended that grantees work with a Certified Public Accountant (CPA) to develop an appropriate method for calculating their indirect rate and determining what indirect costs may be allocated to a grant. It is the responsibility of the grantee to maintain appropriate records for all indirect costs and to be able to provide those records in the event of an audit.

8. **Travel Costs** – Travel costs incurred by Grantee staff directly related to the project and reasonable and necessary for the completion of the project are eligible. Reimbursement rates shall be consistent with the Grantee's written travel policy. Absent a written policy, per diem shall not exceed the California Standard Per Diem Rate allowable by the U.S. General Services Administration.

Mileage rates shall not exceed the IRS mileage reimbursement rate in effect at the time of travel. Mileage reimbursement covers:

- The cost of maintenance (oil, lube, routine maintenance)
- Insurance (liability, damage, comprehensive, and collision coverage)

- Licensing and registration
- Depreciation and all other costs associated with operation of the vehicle

For Grantee-owned vehicles, a Mileage Log with the date, mileage, destination, and trip purpose (referencing the grant's project scope) must be signed by the operator and supervisor.

9. **Food and Beverage Expenses –**

- a. Employee meals incurred as a travel expense necessary to carry out the grant project may be reimbursed at a rate at or below the State employee per diem reimbursement rate in effect at the time of travel. See <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- b. Food expenses for grants that are reasonable and necessary to complete the grant project may be eligible at the discretion of the State. The specific purpose for the expense must be discussed and approved by the State and included as a separate item in the grant budget.

10. **Construction –**

- a. All necessary labor and construction activities to complete the project are eligible, including site preparation (demolition, clearing and grubbing, excavation, grading), monitoring (including soil and water testing during construction), onsite/field implementation, and construction supervision, etc. The grant can pay for up to two years of plant establishment, as deemed appropriate.
- b. Supplies and materials may be purchased for a specific project or may be drawn from central stock, providing they are claimed at a cost no higher than paid by the grantee. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, a structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the grantee's normal practice or policy. If capitalized, only that cost reasonably attributable to the project may be claimed under the project.
- c. Trees, supplies, and materials may be purchased for a specific project or may be drawn from a central stock, provided they are claimed at a cost no higher than that paid by grantee.
- d. Grantees in the business of growing plants may not charge retail rates for plants reared for a project; however, charges for materials and staff time are allowable.
- e. Trees larger than 15 gallons in size are not eligible for reimbursement.
- f. Equipment owned by Grantee may be charged to the project for each use. Equipment use charges must be made in accordance with Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide.
(Refer to: <http://www.dot.ca.gov/hq/construc/equipmnt.html>)

- g. If Grantee's equipment is used, a use log or source document must describe the work performed, indicate the hours used, relate the use to the project, and be signed by the operator and supervisor.
- h. Grantee-owned vehicles used to transport personnel and supplies on grant-related business may not be charged to the grant as an equipment cost. Instead, Grantees may charge mileage for use of their vehicles.
- i. Equipment may be leased, rented, or purchased, whichever is most economical. If equipment is purchased, its residual market value must be credited to the project costs upon completion of the project.

11. **Clean Vehicle Acquisition –**

- a. All operation, care, and maintenance for the acquired clean vehicle are eligible, including insurance coverage, gasoline, and scheduled/routine maintenance are eligible for reimbursement.

12. **Youth Stipends –**

- a. Stipends paid to youth participants for their participation in a grant-funded program are eligible. Grantee must document youth participation in the program via a signed agreement between the youth recipient and the Grantee.
 - o Gift card reimbursement is typically discouraged; however, gift card payment is allowed for youth stipends. Grantee must obtain signed acknowledgement by the youth recipient confirming receipt and dollar amount of the stipend. Additionally, Grantee must maintain a tracking sheet detailing all gift-card stipends disbursed, including the gift card amount, the recipient, and the date of receipt.

13. **Other Expenditures –** In addition to the major categories of expenditures, grant funding may be used for miscellaneous costs necessary for execution of the project, approval of which is at the discretion of the State. Some of these costs may include:

- a. Premiums on hazard and liability insurance to cover personnel and/or property.
- b. Work performed by another section or department of Grantee's agency that can be documented as direct costs to the project (see requirements above under Personnel or Employee Services).
- c. Transportation costs for moving equipment, program participants, or personnel.
- d. Cultural competency training costs for staff.

APPENDIX F: NONPROFIT QUESTIONNAIRE

All nonprofit applicants must complete the following questionnaire.

NONPROFIT QUESTIONNAIRE

All nonprofit applicants must complete the following questionnaire.

General Information	
1. Does your organization have appropriate segregation of duties to prevent one individual from processing an entire financial transaction?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your organization have a conflict-of-interest policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. How much unrestricted money does your organization raise annually?	\$
4. Does your organization have controls to prevent expenditure of funds in excess of what is approved in your project budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Does the Board of Directors have a separate Finance Committee, or does the Board make all financial decisions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. What are the Treasurer's duties?	
Cash Management	
7. Are grant funds accounted for through segregated accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are all disbursements properly documented with evidence of receipt of goods or performance of service?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Payroll	
9. Does your organization have a time reporting system developed to determine and explain proper labor charges billed to the grant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Have you developed procedures to ensure fair and competitive contracting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Is there an effective system of identifying expenditures for time, travel, and purchase of supplies to determine relevancy to individual grant projects?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Property Management (Complete if State grants will be used to purchase physical assets)	
12. Are detailed records of individual capital assets kept and periodically balanced with the general ledger accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Are there effective procedures for authorizing and accounting for the disposal of property and equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compliance	
14. Does your organization have a formal system for complying with the payment of prevailing wages?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Does your organization have a system in place to ensure it does not use contractors who may be suspended or debarred from receiving federal or state contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name of Person Completing questionnaire	Title
Signature	Date

APPENDICES FOR
STEP THREE: SUPPORTING DOCUMENTATION
(QUALIFYING PROJECTS ONLY)
(PAGES 32 TO 47)

APPENDIX G: RESOLUTION TEMPLATE

Resolution No: _____
RESOLUTION OF **(APPLICANT'S GOVERNING BODY)**
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE
YOUTH COMMUNITY ACCESS GRANT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the **(Applicant's Governing Body)**:

1. Approves the filing of an application for the **(Project Name)**; and
2. Certifies that Applicant understands the assurances and certification in the application package; and
3. Certifies that Applicant or title holder will have enough funds to operate and maintain the project consistent with the grant guideline requirements or will secure the resources to do so; and
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)*, legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and
6. Appoints the **(Title/Position of Authorized Representative, not the name of the person occupying position)** _____, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the ____ day of _____ 20____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the **(Applicant's Governing Body)**.

Following Roll Call Vote: Ayes: _____
Nos: _____
Absent: _____

Clerk/Secretary for the Governing Board

APPENDIX H: CERTIFICATION LETTER REQUIREMENTS

If an applicant does not have a governing board, a certification letter from the organization's Director or Chief Executive Officer must be furnished. The letter should:

1. Approve the filing of an application for the **(name of the project)**; and
2. Certify that applicant understands the assurances and certification in the application; and
3. Certify that applicant or title holder will have enough funds to operate and maintain the project consistent with the grant guideline requirements or will secure the resources to do so; and
4. Certify that applicant will comply with the provisions of Section 1771.5 of the California Labor Code; and
5. If applicable, certify that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)*, legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and
6. Appoint the **(Title/Position of Authorized Representative (e.g., Executive Director, President, etc., not the individual's name))**, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).
7. Contain the signature of the Director or Chief Executive Officer.

APPENDIX I: SIGNAGE & RECOGNITION GUIDELINES

Funding acknowledgement recognition must be included for all projects as follows:

- **Programming** – The Grantee shall use the Youth Community Access logo and acknowledgement language on project announcements, social media, website, marketing materials, and news releases. Materials should include the logo and acknowledgement language, at a minimum, throughout the performance period of the Grant Agreement.
- **Clean Vehicle Acquisition** – The Grantee shall install a vehicle decal/banner with the Youth Community Access logo and required acknowledgment language on each vehicle purchased prior to activating the vehicle for program use. Said decal/banner should remain in place for at least four (4) years from the date the vehicle was purchased.
- **Development** – The Grantee shall install a sign with the Youth Community Access logo and required acknowledgement language at the project location. The sign should remain in place for at least (4) years from the date the project was completed.

Vehicle decals/banners and development project signage should contain the language included with the logo as shown below. The applicant's name may be added, as well as the names (and/or logos) of partner organizations, individuals, and elected representatives. The logo must measure a minimum of 12 inches in size.

The logo is available at <https://resources.ca.gov/grants/Grant-Program-Resources> under Logo Artwork.

The cost of the funding acknowledgment materials is an eligible project cost.

**Clean Vehicle Acquisition Funding
Acknowledgment**

This clean vehicle was purchased with funds provided by the California Natural Resources Agency to improve youth access to natural and cultural resources

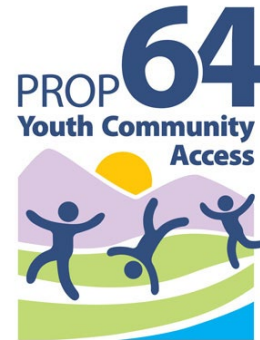


GAVIN NEWSOM, GOVERNOR
Wade Crowfoot, Secretary for Natural Resources

**Development and Programming Project
Funding Acknowledgement**

Project Title/Description

Another community access project through the California Natural Resources Agency to improve youth access to natural and cultural resources



GAVIN NEWSOM, GOVERNOR
Wade Crowfoot, Secretary for Natural Resources

When appropriate, exceptions may be approved at the State's discretion.

APPENDIX J: ENVIRONMENTAL COMPLIANCE

Prior to approval and distribution of grant funds for construction/implementation, every proposed project shall comply with the California Environmental Quality Act, Division 13 (commencing with section 21000; 14 California Code of Regulations section 15000 *et seq.* ["CEQA"]).

The State of California, acting through its administering agencies and departments, will typically act as a responsible agency for the purposes of CEQA. Therefore, prior to the State approving funding for a proposed project, **one** of the following **must** be submitted.

- a. The Notice of Exemption filed with the County Clerk **and** State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.
- b. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse* (as applicable). If the lead agency has adopted a Mitigated Negative Declaration, the applicant must also provide the adopted mitigation monitoring and reporting program*.
- c. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and the State Clearinghouse. Please include any State Clearinghouse Responses received by the applicant**.
- d. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable

Pursuant to section 75102 of the Public Resources Code, before the adoption of a Negative Declaration or Environmental Impact Report, the lead agency shall notify the proposed action to a California Native American tribe which is on the contact list maintained by the Native American Heritage Commission, if that tribe has traditional lands located within the area of the proposed project.

Native American Graves Protection and Repatriation Act (NAGPRA): Grantees must comply with NAGPRA which provides a process to return certain Native American cultural items – human remains, funerary objects, sacred objects, or objects of cultural patrimony – to lineal descendants, culturally affiliated Indian tribes, and Native Hawaiian organizations.

National Historic Preservation Act: Projects involving construction, renovation, repair, rehabilitation, or ground or visual disturbances must follow the Secretary of the Interior's Standards for the Treatment of Historic Properties, where appropriate, to ensure the historical integrity of the project, and comply with the National Historic Preservation Act, Section 106.

*For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.

**Beginning January 1, 2024, Senate Bill (SB) 69 (Cortese, 2023) requires electronic filing of all notices of determination (NODs) and notices of exemption (NOEs), normally filed with the local county clerk, to also be filed with the State Clearinghouse in the Governor's Office of Planning and Research (OPR).

APPENDIX K: SITE CONTROL/LAND TENURE REQUIREMENTS

The State recognizes that specific activities on the project property may change over time; however, all uses on the property must remain compatible with the Youth Community Access Grant Program, in accordance with the following requirements:

Development Projects (see definition in Appendix O)

Grantee shall maintain and operate the property developed pursuant to this grant for a period of:

- At least 10 years for grants up to \$500,000

Grantee shall not use or allow the use of any portion of the real property for mitigation (i.e., to compensate for adverse changes to the environment elsewhere) without written permission of the State.

Grantee shall not use or allow the use of any portion of the real property as security for any debt.

With the approval of the State, Grantee or Grantee's successor in interest in the property may enter into an agreement with another party to maintain and operate the property in accordance with this grant program. At a minimum, the agreement must do the following:

- Clearly spell out the roles of each party in detail
- Be signed by both parties signifying their acceptance
- Not terminate prior to the length of site control/land tenure required by the grant agreement (only agreements that allow early termination for cause or by mutual consent will be acceptable)
- Include language that Grantee will resume responsibility for ongoing operation and maintenance in the event of cancellation

Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. Good cause includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

Grantee may be required to record a Memorandum of Unrecorded Grant Agreement (MOUGA) on property developed with grant funds. Landowners should be advised of and agree to this requirement prior to submission of a project proposal to the Youth Community Access Program.

Clean Vehicle Acquisition Projects

Grantee shall maintain and operate the clean vehicle acquired pursuant to this grant for a period of at least eight years. Grantee may be excused from its obligations for operation and maintenance of the clean vehicle only upon the written approval of the State for good cause. Good cause includes, but is not limited to, natural disasters that damage the clean vehicle and render the use obsolete.

APPENDIX L: PAYEE DATA RECORD

Nonprofit applicants must provide a completed and signed STD 204 Payee Data Record form. Government agency applicants must provide a completed and signed Government Agency Taxpayer ID Form. These forms are required to receive payment from the State of California.

A fillable STD 204 form can be found at <https://resources.ca.gov/-/media/CNRA-Website/Files/grants/AdminForms/std204.pdf>.

A fillable Government Agency Taxpayer ID Form can be found at https://fiscal.ca.gov/wp-content/uploads/2019/08/GovtTINForm_000.pdf.

APPENDIX M: SAMPLE PROGRESS REPORT TEMPLATE

YOUTH COMMUNITY ACCESS PROGRESS REPORT

Grantee Name:

Grant Number:

Reporting Period:

Objective/Goal:

	Completed to Date with Focus on Most Recent Quarter
Activities (Grant deliverables)	
Outcomes (Results such as number of youth served, number programs run, number of youth leaders, etc.)	
Tools (How outcomes were measured, provide samples as available)	
Timeline (Next quarter activities, possible delays)	

Other information (Obstacles facing, expectations for next quarter, success stories, photos, etc. – may use additional pages if needed):

APPENDIX N: AVAILABLE RESOURCES

Assembly Bill 64: Cannabis: licensure and regulation

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB64

CAL FIRE's Tree Planting Standards and Specifications

https://californiareleaf.org/wp-content/uploads/2021/03/Tree-planting-guidelines_final.pdf

California Department of Industrial Relations Prevailing Wage Determination

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

California Department of Justice, Office of the Attorney, General Registry of Charities and Fundraisers

<http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>

California Department of Public Health, Health in All Policies

<https://www.cdph.ca.gov/Programs/OHE/Pages/HIAP.aspx>

California Secretary of State Business Search

<https://bizfileonline.sos.ca.gov/search/business>

California State Parks: A Valuable Resource for Youth Health

<https://www.ioes.ucla.edu/wp-content/uploads/UCLA-report-on-California-State-Parks-and-Youth-Health.pdf>

California State Parks Safety Tips

https://www.parks.ca.gov/?page_id=29142

California State Parks Outdoor Equity Program Community FactFinder

<https://www.parksforcalifornia.org/outdoorequity/>

Department of Water Resources Disadvantaged Communities Mapping Tool

<https://gis.water.ca.gov/app/dacs/>

Free and Reduced Lunch Income Eligibility Guidelines

<https://www.cde.ca.gov/ls/nu/rs/scales2324.asp>

Natural environments and craving: The mediating role of negative affect

<https://www.sciencedirect.com/science/article/abs/pii/S1353829218308451?via%3Dihub#!>

Urban greenspace is associated with reduced psychological stress among adolescents: A Geographic Ecological Momentary Assessment (GEMA) analysis of activity space

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5863919/pdf/nihms946222.pdf>

Youth Engagement and Local Planning: Ideas for Youth Commissions

https://www.ca-ilg.org/sites/main/files/fileattachments/ilg_briefing_paper_3_proof7.pdf

APPENDIX O: DEFINITIONS

Unless otherwise stated, the terms used in these grant guidelines have the following meanings:

Acquisition – means obtaining title to a clean vehicle.

Agency – means the California Natural Resources Agency.

Americans with Disabilities Act (ADA) – means the U.S. Americans with Disabilities Act of 1990 that gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity in employment, public accommodations, transportation, State and local government services, and telecommunications.

Applicant – means an eligible organization requesting funding from a program administered by the State.

CEQA – means the California Environmental Quality Act, Public Resources Code Section 21000 et seq.; Title 14, California Code of Regulations, Section 15000 et seq.

Clean Vehicle – means a vehicle that uses technology to replace or reduce the direct use of fossil fuels, which generate greenhouse gas emissions. Clean vehicles include plug-in hybrid electric (PHEV), standard full-hybrid, battery electric (BEV), hydrogen fuel cell, ethanol, biodiesel, natural gas, and propane-powered vehicles. Vehicles that can run solely on gas (e.g., E85/FLEX-FUEL) are NOT considered clean vehicles.

Cultural Resource – means any property or location that was created, modified, or used by people at least 50 years ago. Cultural resource means archeological sites, objects, grounds, gardens, landscapes, structures, and buildings.

Deliverables – means the “final products” of a task. It reflects the tangible result of the completion of a task. Examples of project deliverables are: 24-month afterschool program offered two times a week, 15 field trips to natural resources and 125 youth served.

Development Project – means a project that physically improves, builds, or changes land or structures to support youth access to natural or cultural resources. Development projects may require permits, environmental reviews, and long-term access and operation and maintenance agreements. To be eligible, at least 80 percent of the project's footprint must be located within a low-income community.

Direct Costs – means costs associated with the development, administration, planning, and management of the project which are specifically incurred for the benefit of the project.

Disadvantaged Community – means underserved communities of color and/or vulnerable populations. See definition of underserved community.

Free and Reduced-price Meal Program – means School Nutrition Programs such as the National School Lunch Program, School Breakfast Program, Afterschool Meal Supplements, Special Milk Program, and State Meal Programs. See <https://www.cde.ca.gov/ls/nu/sn/eligmaterials.asp>.

Fund or Funds – means the Youth Education Prevention, Early Intervention, and Treatment account created by The Control, Regulate, and Tax Adult Use of Marijuana Act of 2016 (Proposition 64).

Grant Agreement – means an arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

Grantee – means an applicant that has an agreement for grant funding with the State.

Grants Administrator – means an employee of the State who manages the grants.

In-Kind – means non-cash donations, from governmental or private sources, and includes volunteers, materials, and services.

Indirect Costs – means the costs of doing business that are not directly related to carrying out the grant-funded project but are necessary for the general operation of the grantee organization. Examples of indirect costs include rent, electricity, computers, telephones, office supplies, internet access as well as functions such as janitorial, human resources, business services, information technology, etc. Certain types of indirect costs may not be charged to the grant including food and beverage, fundraising, lobbying, and entertainment. Any cost that is billed as a direct cost may not be including in indirect costs.

Land Tenure/Site Control – means the applicant owns the project land or has other legal long-term interest with the landowner that is satisfactory to the State.

Local Agency – means any political subdivision of the State of California, including, but not limited to, any county, city, city and county, district, joint powers authority, public schools and school districts, local community conservation corps agency, or council of governments.

Low-Income Community – means a community or household with an annual median household income less than 80 percent of the statewide average or a household that qualifies for the Free and Reduced-Price Meals Program. Two tools using this criterion are the California State Parks Outdoor Equity Community Fact Finder and the Department of Water Resources Mapping tool. Income eligibility guidelines for Free and Reduced-price Meals can be found on the California Department of Education (CDE) website. (See

Appendix N for links to these tools and to the CDE Income Eligibility Guidelines for Free and Reduced-price Meals).

NAGPRA – means The Native American Graves Protection and Repatriation Act that provides a process to return certain cultural Native American items – human remains, funerary objects, sacred objects, or objects of cultural patrimony – to lineal descendants, and cultural affiliated Indian tribe and Native Hawaiian organizations.

Natural Resource – means, but is not limited to, land, water, forests, fisheries, and animals.

Nonprofit Organization – means a nonprofit public benefit corporation qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code and incorporated for a minimum of two (2) years. In addition, all nonprofit organizations must be active with the California Secretary of State and current with the registration and reporting requirements of the California Department of Justice, Office of the Attorney General Registry of Charities and Fundraisers.

Other Sources of Funds – means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by the Youth Community Access Grant Program.

Program – means a planned, coordinated group of activities or procedures, often with a common goal.

Project – means any or all of the following: 1) a program that directly supports access to natural or cultural resources and includes planned, coordinated trips; 2) acquisition of a clean vehicle; and/or 3) development – a physical change to the footprint of a property that may require permits environmental reviews, and long-term agreements that support access to natural or cultural resources.

Project Performance Period – refers to the beginning and ending dates of the grant agreement. Eligible costs incurred during this period may be funded from the grant.

Project Scope – means the description or activity of work to be accomplished by the project.

Public Agency – means any State of California department or agency, a county, city, public district, or public agency formed under California law.

Secretary – means the Secretary for Natural Resources or his/her representative.

State – means a political subdivision of the State of California.

Tasks – means itemized steps that are necessary to fulfill the proposed project.

Underserved Community – means an underserved community of color and vulnerable populations. Communities of color are American Indian/Alaskan Native, African American, Asian-Pacific Islander, and Latinx. Vulnerable populations are foster and transition age youth, youth with disabilities, LGBTQIA youth, youth involved in the juvenile and criminal justice system and other youth populations disproportionately affected by past state and federal drug policies.

Youth – means a person between the ages of birth and 26 years old.

END OF GUIDELINES

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief
CJ Chiasson, Administrative Commander

Date: September 3, 2024

Subject: Consideration to Approve an Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement with Bear Communications Inc. dba BearCom (Attachment "A" – Contract No. 2041(a)) to increase the not-to-exceed amount by \$133,353 from \$776,709 to \$910,062 to replace the Department's outdated and non-supported security camera system and access control system;
- b. Authorize the City Manager, or designee, to utilize \$133,353 from the 2022 Urban Area Security Initiative (UASI) Grant for the agreement with Bear Communications, Inc. to install and maintain the replacement surveillance and access control system; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related agreements.

BACKGROUND:

1. The camera surveillance system for the San Fernando Police facility was installed in the early 2000's using funds from the Police Department's budget. The first set of surveillance cameras were limited to the booking cells within the jail. Over the last 20 years, the system has been expanded, updated, and maintained using various funding sources. These funding sources have included the Police Department General Fund budget and various grants.
2. The access control system for the San Fernando Police facility was installed in the late 1980's during the construction of the facility located at 910 First Street.

Consideration to Approve an Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility

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3. On December 6, 2021, the City Council approved a five (5) year professional services agreement with BearCom for the City-Wide Radio System and Wireless Broadband Video Network Maintenance Services (Exhibit "A" to Attachment "A"). This agreement includes maintenance and repair for CCTV security cameras that provide coverage for the interior and exterior of the Department as well as other City facilities.
4. On April 3, 2023, the City Council approved a Sub-award Agreement with the City of Los Angeles for the 2022 Urban Area Security Initiative (UASI) Grant Program (Attachment "B" - Contract No. 2144) in the amount of \$141,466, for specific safety enhancements including added station security through replacement and addition of security cameras, update and expand access control to and within the facility, and provide additional safety equipment for officers.

ANALYSIS:

Ensuring the physical security, monitoring activities in and around the police facility, and limiting access to sensitive areas of the police facility is essential to maintaining the integrity of Department operations. A police facility needs to be secure for several critical reasons including:

- The protection of personnel from potential threats, including attacks by individuals seeking revenge or disrupting law enforcement activities.
- Safeguarding evidence as the Department stores sensitive evidence crucial for ongoing investigations.
- Protecting detainees from external threats or potential escape attempts.
- Preventing unauthorized access to weapons, vehicles, and other police resources that could be dangerous if misused.
- Ensuring that confidential information and records are protected from breaches.

Ocularis Video Surveillance System.

The Department's current video surveillance system (Ocularis) monitors specific areas of the interior and exterior of the police facility. The current surveillance system operates on a 20-year old software platform that is no longer supported and has limited functionality as compared to modern systems. The recordings using this legacy software are captured in low resolution, limiting its effectiveness for security purposes and the potential capturing of video evidence. The current surveillance system also lacks audio recording capabilities, which is critical for monitoring the lobby and other vulnerable areas.

Consideration to Approve an Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility

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Video footage from the current surveillance system is stored on a physical server that is housed in the Police facility. The City has been actively moving away from physical on-site servers for data storage. These systems are expensive, energy consumption intensive, and require specific expertise and training to maintain. By hosting data off-site with a cloud-based service, we can reduce our expenses, increase our overall system security, and have scalability options in the future without the burden of equipment failures and maintenance challenges. The legacy software used to operate this surveillance system is no longer supported and is limited to the technology in use at the time of its inception. The user interface is difficult to operate and causes unnecessary delays in accessing critical video evidence for staff.

Johnson Access Control.

The Police facility currently employs an access control system (Johnson Control) that was installed as part of construction of the facility in 1989. The purpose of this system is to restrict entry into the police facility and access to sensitive Department areas to authorized personnel. This access control system was designed to meet the needs of the Department based on the technology available at that time. Since then, the Department has grown and different areas of the building now house sensitive infrastructure, records, equipment, and data that require restricted access. The developer no longer supports the software used to manage the access control, so it currently runs on a legacy operating system installed on one desktop computer that does not meet current cyber security standards. The software is also not compatible with current desktop software, so the program cannot be installed on a newer computer, which increases the risk of failure.

Proposed Replacement Video Surveillance System (Avigilon).

In April 2023, the Department was awarded funding of approximately \$141,000 under the Federal Government's Urban Area Security Initiative (UASI) for specific safety enhancements including the replacement of current surveillance cameras, the placement of additional security cameras, and a modern access control system. Staff has worked with our IT Administrator to identify an effective video surveillance and access control system that would meet Department needs and falls within the budget parameters of the UASI grant.

BearCom was able to leverage their longstanding relationship with Motorola to design and provide staff with a proposal for a surveillance and access control system that meets the Department's security needs.

The proposed replacement surveillance system, Avigilon (Exhibit "B" to Attachment "A"), exchanges the currently deployed cameras and adds additional cameras in strategic areas of the police facility and replaces the current server with a cloud-based, high definition storage system that can be accessed from web-based devices. The proposed surveillance system can seamlessly export video footage in modern file formats which can be easily uploaded into the current Axon Body Worn Camera evidence system for unbroken sharing with law enforcement partners and the Los Angeles District Attorney's Office. The proposed system also employs an integrated

Consideration to Approve an Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility

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artificial intelligence system that can be utilized as a powerful investigative enhancement tool by the Police Department's Detective Bureau for crimes and incidents that occur in and around the Police facility.

The proposed surveillance system will integrate the current video surveillance cameras used throughout the City and place the recorded video footage into the same cloud-based system as the proposed system. The proposed system also allows Dispatchers to have real-time access to live footage in sensitive and public areas monitored by the City. The proposed system's quote would provide cloud storage and access to the video footage and features for the next two (2) years through the end of the current contract in 2026. The future on-going cost of maintenance and licensing will be established after the completion of the current contract through a competitive bidding process.

Proposed Replacement Access Control System (Motorola).

The proposed access control portion of the system manufactured by Motorola allows the Department to use the latest encryption technology to ensure that only those individuals authorized to access the Police facility do so and only enter areas where they are authorized. The access control system is cloud-based and utilizes Radio Frequency Identification (RFID) technology to monitor and allow access to authorized individuals. It includes an application on smart phones that can give personnel access without the use of a RFID identification card. Additionally, the proposed access control system also provides the Department with a modern full-color identification card printer for the creation of new police identification cards that double as RFID access control keys.

The quote obtained through BearCom (Exhibit "B" to Attachment "A") by Motorola would provide access to the system and all of its features for the next two (2) years through the end of the current contract in 2026. The future on-going cost of maintenance and licensing will be established after the completion of the current contract through a competitive bidding process.

The quoted price of the proposed video surveillance system is \$89,874 and the quoted price of the proposed access control system is \$43,479, totaling \$133,353. Both quotes incorporate the cost of equipment, labor, installation, and servicing of equipment through the end of the current contract with BearCom in 2026.

Upon the completion of this contract, the on-going fees for services will be established through a competitive bidding process for the current radio system, proposed surveillance system, and proposed access control. The timeline for completion of the video surveillance and access control system projects after the contract amendment is two to three months. This timeline allows for the completion of the project and payments to be made by the deadline of January 31, 2025, as required by the UASI 2022 grant.

Consideration to Approve an Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility

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Purchasing Authority.

Staff requests the approval of the proposed Professional Services Agreement for the proposed Motorola Access Control System through the Sourcewell cooperative purchasing program. Sourcewell streamlines the procurement process by developing requests for proposals (RFPs) and invitations for bids (IFBs) for national, competitive solicitations that meet or exceed local requirements. Sourcewell engages in a rigorous competitive solicitation process to best meet the needs of participating agencies and offers products from nationally acclaimed suppliers.

In compliance with the San Fernando Municipal Code (SFMC) Section 2-802, through the Sourcewell Contract #042021-MOT (Exhibit "C" to Attachment "A") for Public Safety Communications Technology and Hardware Solutions, the City will receive the same product/service at the same or better pricing. The City will engage in this purchase with BearCom, which is the local authorized distributor for our region of Motorola products, including Avigilon hardware and software.

BUDGET IMPACT:

There is no impact to the General Fund as the UASI 2022 grant (Acct. # 110-220-3684-4600) was awarded for the amount of \$141,466 and the quoted amount for the projects in the amendment to the current contract falls below the amount granted. Ongoing costs of these new systems is incorporated into the contract amendment for the next two (2) years.

CONCLUSION:

Staff recommends approving a First Amendment to the Professional Services Agreement with Bear Communications Inc. to increase the contract amount by \$133,353, bringing the total to \$910,062, for the upgrading and replacement of security cameras and access control systems; authorize the City Manager, or designee, to utilize funds from the 2022 Urban Area Security Initiative Grant for these enhancements, make non-substantive changes, and execute all related agreements.

ATTACHMENTS:

- A. Contract No. 2041(a), including:
 - Exhibit "A": Contract No. 2041 ([provided digitally through weblink](#))
 - Exhibit "B": Video Camera Quote and Access Control Quote through BearCom
 - Exhibit "C": Sourcewell Contract No. 042021 MOT
- B. Contract No. 2144



FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

Bear Communications, Inc. dba BearCom

City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – City-Wide Radio System and Wireless Broadband Video Network Maintenance Services" Contract No. 2041 dated January 1, 2022 (hereinafter, "Master Agreement"), is hereby made and entered into this 3rd day of September, 2024 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and BEAR COMMUNICATIONS, INC. DBA BEARCOM, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on January 1, 2022 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing the compensation not-to-exceed amount by \$133,353 as a result of the need to update, replace and increase security measures for the Police Department's security camera and access control systems (Exhibit "B"); and

WHEREAS, CONSULTANT is the local authorized distributor of Motorola products, including Avigilon hardware and software; and

WHEREAS, Section 2-802 of the San Fernando Municipal Code (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) authorizes the CITY to award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of the CITY to piggyback onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency and where the services to be provided will be on the same or better pricing; and

WHEREAS, Sourcewell is a State of Minnesota local government agency and service cooperative (Sourcewell) that issued a Request for Proposals on March 2, 2021 for Public Safety Communications Technology and Hardware Solutions (Sourcewell RFP #042021) (hereinafter, the Sourcewell RFP) (A true and correct copy of the Sourcewell RFP can be found on Sourcewell's internet homepage <https://www.sourcewell-mn.gov/cooperative-purchasing/042021-mot>; and

WHEREAS, Sourcewell entered into an agreement entitled "Sourcewell Solicitation Number: RFP #042021-MOT" which is attached and incorporated hereto as Exhibit "C".

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, the First Amendment was approved by the City Council at its meeting of September 3, 2024, under Agenda Item No. 9.

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

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$910,062.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

Signature page to follow

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

CITY OF SAN FERNANDO

**BEAR COMMUNICATIONS, INC. dba
BEARCOM**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



Proposal

Quote Number: 662543
 Quote Date: 2024-08-22
 Branch: 20390

Printed On: 2024-08-22 23:45:44
 Page: 1

Customer/Prospect Number - 642720

Ship To - 642720

CITY OF SAN FERNANDO
 910 1ST ST
 SAN FERNANDO CA 91340-2928

CITY OF SAN FERNANDO
 910 1ST ST
 SAN FERNANDO CA 91340-2928

Customer Contact:		Customer Email:	
Phone Number:	()	Delivery Instr:	

Quantity	Part Number	Unit Price	Extended Price
2	20C-H5A-4MH-30 AVIGILON 4X5MP,WDR, 360LGTCHR CAMERA ONLY 30DAYS	1,820.23	3,640.46
8	15C-H5A-3MH AVIGILON 3X5MP LGHTCTCH CAMERA 270 MAX/3.3-5.7MM	1,528.63	12,229.04
4	H5AMH-AD-PEND1 AVIGILON OUTDR PEND MNT ADAPT USE W/H5A	129.13	516.52
4	H5AMH-DO-COVR1 AVIGILON DOME COVER FOR H5 MULTISENSOR	129.13	516.52
4	WLMT-1001 AVIGILON WALL MOUNT LARGE PENDANT CAMERA	78.61	314.44
4	H4AMH-AD-IRIL1 AVIGILON IR ILLUMINATOR RING UP TO 30 METERS	252.33	1,009.32
6	H5AMH-AD-PEND1 AVIGILON OUTDR PEND MNT ADAPT USE W/H5A	129.13	774.78
6	H5AMH-DO-COVR1 AVIGILON DOME COVER FOR H5 MULTISENSOR	129.13	774.78
6	NPTA-1001 NPT ADAPTER 1.5INCH FEMALE/FEM	42.55	255.30
6	H4AMH-AD-IRIL1 AVIGILON IR ILLUMINATOR RING UP TO 30 METERS	252.33	1,513.98
1	CRNMT-1001 AVIGILON CORNER MOUNT LARGE PENDANT WALL MOUNT	93.96	93.96
2	PP350 PELCO PARAPET WALL MOUNT	763.33	1,526.66
7	COMPACTDOME-W-5MP-30 AVA COMPACT DOME WHITE 5MP 30DAYS	342.79	2,399.53
7	ACC-DRO-CEI AVA DROP CEILING MOUNT	9.13	63.91
1	DOME-W-5MP-30 AVA DOME WHITE 5MP 30DAYS	841.75	841.75
9	360-W-30 AVA 360 WHITE - 9MP 30DAYS	906.55	8,158.95
2	BULLET-WI-B-5MP-30 5MP, BULLET, 4.3-10.8MM	971.35	1,942.70
2	ACC-ADA-PLA-W AVA ADAPTER PLATE WHITE	41.42	82.84
1	APP-750-32-DG AVIGILON AVA CLOUD CONNECTOR SUPPORTS UP TO 50 CAMERAS	6,388.20	6,388.20
65	AWA-CLD-3Y	350.30	22,769.50





Quantity	Part Number	Unit Price	Extended Price
	AVA AWARE LICENSE 3 YRS LIC		
1	SPE-1630 PE-1630 16CH VIDEO ENCODER MAX	1,526.85	1,526.85
12	ICD-525S 2MP HYBRID HD ANALOG BOX CAMER	391.50	4,698.00
12	M13VP288IR CS-MOUNT 2.8-8MM VARIFOCAL LEN	244.69	2,936.28
1	MXEX3028GXPA10 CNMATRIX EX3028R-P Intelligent Ethernet PoE	2,357.78	2,357.78
2	MXCRPSAC1200A0 CRPS AC- 1200W TOTAL PWR NO POWER CORD	789.94	1,579.88
2	N000900L092A TES AC PWR LINE CORD W/CONNCTR 255222	37.08	74.16
1	INSTALLATION MATERIALS	5,700.00	5,700.00

Quote valid until:	2024-09-21	Confidential and Proprietary	Sub Total	84,686.09	
X _____ Customer Signature			Shipping and Handling	5187.91	Estimate
			Tax	TBD	
			Total	89,874.00	

BOB AKINS
Senior Account Executive
Bob.Akins@BearCom.com

REDONDO BEACH Branch Office: 800-750-7234
FAX: 424-675-7113





Proposal

Quote Number: 661930
Quote Date: 2024-08-20
Branch: 20390

Printed On: 2024-08-20 21:41:33
Page: 1

Customer/Prospect Number - 642720

Ship To - 642720

CITY OF SAN FERNANDO
910 1ST ST
SAN FERNANDO CA 91340-2928

CITY OF SAN FERNANDO
910 1ST ST
SAN FERNANDO CA 91340-2928

Customer Contact:	SYLVIA ORTEGA	Customer Email:	sortega@sfcity.org
Phone Number:	(818) 898-1281	Delivery Instr:	

Quantity	Part Number	Unit Price	Extended Price
2	SYS-16ENT-DVE6 12/24V 16-DOOR SMART HUB	4,620.00	9,240.00
20	OP-R2X-STND OPENPATH SMART READER V2X STANDARD	214.50	4,290.00
10	OP-ACL-10IC OPENPATH ACCESS CARD LOW FREQ	39.00	390.00
2	SW-PRM-P10-3Y OPENPATH ANNUAL SUBSCRIPTION PREMIUM PK OF 10 ENTRY-3YEAR	4,212.00	8,424.00
1	ACCESS CONTROL PRINTER	2,860.00	2,860.00
1	ACCESS CONTROL DC POWER	422.50	422.50
3	NP7-12 12V/7AH ACCESS CONTROL BACKUP BATTERY	41.95	125.85
20	ELECTRIC DOOR STRIKE	650.00	13,000.00
4	CAT6 RISER (CMD) CABLE	240.50	962.00
4	22AWG 2 CONDUCTORS 22/2 22-2 SECURITY CABLE	91.00	364.00
1	INSTALLATION INSTALLATION FEE	3,400.00	3,400.00

Quote valid until:	2024-11-29	Confidential and Proprietary	Sub Total	43,478.35	
X _____ Customer Signature			Shipping and Handling	TBD	Estimate
			Tax	TBD	
			Total	43,478.35	

BOB AKINS
Senior Account Executive
Bob.Akins@BearCom.com

REDONDO BEACH Branch Office: 800-750-7234
FAX: 424-675-7113

Bearcom responsibilities
Provide POC list (Point of Contacts) for this project
Provide any updates and changes to Customer POC as identified
Promptly notify Customer of any material change to pre-defined scope specified above
Before starting any operation, the BearCom representative shall examine existing work, or work performed by others, to which its work is to adjoin or be applied and shall report to Customer any conditions that will prevent satisfactory accomplishment of work specified.
BearCom shall clean-up and remove from the work site daily all rubbish and construction debris, resulting from their own work. Upon completion of work, the entire job site areas shall be left clean and in like condition as originally found
BearCom to provide regularly scheduled project updates as defined in scope.





Client Responsibilities

Provide building / site access to include badging or site-specific access requirements

Provide POC (Point of Contact)

Where necessary, the Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.

Complete pre-work as specified in scope specified above

Provide for a safe working environment and conditions for BearCom representatives

Promptly notify BearCom of any material change to pre-defined scope specified above

Pre-notify BearCom of site-specific safety requirements or (PPE) personal protection equipment needed

Change orders: Any variations from this SOW may constitute a change in scope and must be mutually agreed upon in writing by both parties utilizing BearCom's Change Order Form.





Solicitation Number: RFP #042021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Motorola Solutions, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Carrie Hemmen
BCC52DFA8464445...

By: _____

By: _____

Jeremy Schwartz

Carrie Hemmen

Title: Chief Procurement Officer

Title: MSSSI Territory Vice President & Director of Sales

7/3/2021 | 8:47 AM CDT

7/2/2021 | 3:56 PM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:
[Signature]
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Phone: 720-338-7624
HST#: 36-1115800

Submission Details

Created On: Tuesday March 30, 2021 21:05:37
Submitted On: Tuesday April 20, 2021 12:23:07
Submitted By: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.
2	Proposer Address:	500 W. Monroe, Chicago IL 60661
3	Proposer website address:	https://www.motorolasolutions.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline.</p> <p>We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.</p> <p>For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications.</p> <p>In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.</p>
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx.</p> <p>Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports</p>
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals</p>	<p>Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States.</p> <p>The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers.</p> <p>The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team</p>

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

<p>14</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role.</p> <p>Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field:</p> <p>Training Classes to Track: Antenna System Analysis (SRV2012) Astro Ethernet Testing Astro Networking I Astro Firewalls/CEN End-to-End Audio Link Verification LMR Master Basics Network+ Bootcamp Passive Intermodulation R56 Installer/Auditor (NST9257) Security+ Bootcamp Signal Investigation Techniques</p> <p>CompTIA Certifications: CompTIA Network+ CompTIA Security+</p> <p>ETA Certifications: Antenna System Analysis (ASA) APX Radio Technician (APX) Associate (CETa) Astro 25 RF Site Preventative Maintenance (A25-SPM) Certified Service Manager (CSM) Communication Site Inspector / Auditor (CSIA) Communication Site Installer (R56) Computer Service Technician (CST) Customer Service Specialist (CSS) Data Cabling Installer (DCI) Industrial Electronics (IND) Information Technology Security (ITS) General Communications Technician I (GCT1) General Communications Technician II (GCT2) GTR 8000 P25 RF Site Performance Verification (GTR-SPV) GTR 8000 Repeater Site Technician (GTT) Master CET (CETma) Master Specialty (CETms(RF or IT)) M Core Technician (MCT 7.x) Microwave Radio Technician (MRT) Mobile Communications and Electronics Installer (MCEI) Network Computer Technician (NCT) Network Systems Technician (NST) PIM RADAR (RAD)</p> <p>RF Signal Investigation Techniques (RFSIT) T1 Link Verification (T1LV) Telecommunications (TCM) Wireless (USMSS/TRN/WCN) Wireless Network Technician (WNT)</p>
<p>15</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020</p> <p>Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021</p> <p>Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021</p> <p>FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021</p> <p>Built In 100 Best Large Companies to Work For, 2021</p> <p>Built In Chicago 100 Best Places to Work in Chicago, 2021</p> <p>Human Rights Campaign Corporate Equality Index, 2021</p> <p>ComputerWorld Best Places to Work in IT, 2020</p> <p>Fast Company's 100 Best Workplaces for Innovators, 2020</p> <p>Forbes America's Best Employers for Diversity, 2020</p> <p>Disability Equality Index Best Places to Work, 2020</p> <p>Bloomberg Gender Equality Index, 2019</p> <p>WayUp Top 100 U.S. Internship Programs, 2019</p> <p>Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment.</p> <p>Barron's 100 Most Sustainable Companies, No. 19, 2020</p> <p>Newsweek America's Most Responsible Companies, 2021</p> <p>The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020</p> <p>Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT</p> <p>APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020</p> <p>iF Design Award, 20 awards since 2009</p> <p>Red Dot Design Award, 19 awards since 2008</p> <p>Australia Good Design Award, 19 awards since 2009</p> <p>Japan Good Design Award, 3 awards since 2014</p> <p>International Design Excellence Awards, 14 awards since 1996</p> <p>Chicago Athenaeum Good Design Awards, 5 awards since 2014</p> <p>https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html</p>

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.</p> <p>Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.</p> <p>The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.</p> <p>The CMSO coordinates with the field service organization that will serve the Customer locally.</p> <p>Customer Support Manager</p>

		<p>A Motorola Solutions Customer Support Manager (“CSM”) will be the Customer’s key point of contact for defining and administering services. The CSM’s initial responsibility is to create the Customer Support Plan (“CSP”) in collaboration with the Customer.</p> <p>The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.</p> <p>The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.</p> <p>Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.</p> <p>MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:</p> <ul style="list-style-type: none"> • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. <p>• Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.</p> <p>The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.</p> <p>Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary.</p> <p>We have also included the Mission Critical Operations white paper in our attachments for additional information.</p> <p>Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer’s expectations.</p>	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/
37	Describe any technological advances that your proposed products or services offer.	<p>For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward.</p> <p>The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.</p> <p>Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members.</p> <p>For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.</p> <p>Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.</p>
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes.</p> <p>Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services</p>
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
67	Fire or EMS station alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.
69	Airborne, marine, and underwater communication systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	<input checked="" type="checkbox"/>	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	<input checked="" type="checkbox"/>	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	<input checked="" type="checkbox"/>	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	<input checked="" type="checkbox"/>	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	<input checked="" type="checkbox"/>	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	<input checked="" type="checkbox"/>	2



RFP #042021
REQUEST FOR PROPOSALS
for
Public Safety Communications Technology and Hardware Solutions

Proposal Due Date: April 20, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Communications Technology and Hardware Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 20, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	March 2, 2021
Pre-proposal Conference:	March 30, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	April 13, 2021, 4:30 p.m., Central Time
Proposal Due Date:	April 20, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 20, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by law enforcement, fire/rescue, EMS, and emergency management agencies and personnel, such as:

- a. Fire or EMS station alerting or paging systems;
- b. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
 - i. Land Mobile Radios (LMR);
 - ii. Satellite communication equipment;
 - iii. Portable and deployable wireless hubs;
 - iv. Mesh networks and mesh radios;
 - v. Routers; and,
 - vi. High Power User Equipment (HPUE) for LTE.
- c. Airborne, marine, and underwater communication systems; and,
- d. Services related to the offering of the solutions described in Sections 1. a. – c. above, including installation, training, maintenance, integration, support, and customization.

2. The primary focus of this solicitation is on communications technology and hardware and the related delivery of services. Platform as a Service (PaaS) and integrated software solutions are allowed. However, this solicitation should NOT be construed to include “software-only” solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Unified Communications, Contact Center, and Related Services, Equipment, and Applications (RFP #022719);
- b. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119);
- c. Technology Catalog Solutions (RFP #081419);
- d. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720);
- e. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320);
- f. Fleet Management Technologies with Related Software Solutions (RFP #020221);
- g. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421); and,
- h. Public Safety Software (RFP #TBD).

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$80 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and

- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



3/5/2021

Addendum No. 1

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In RFP Section II. E. Estimated Contract Value & Usage, Sourcewell estimates annual transaction volume for contracts resulting from the RFP at USD \$80 Million, are you able to provide an allocation of estimated volume by equipment types and for Canada?

Answer 1:

The estimated value of all resultant contracts provided in RFP Section II. E. is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by equipment type.

Question 2:

Will you be selecting only one vendor for each of the items described in the requested equipment, product or services?

Answer 2:

Refer to RFP Section VI. Evaluation and Award for additional detail on award determinations.

Question 3:

Can we have access to the safety standards or the websites where we can get them?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the resources or reference materials for preparation of a proposal. It is left to the discretion of each proposer to make that determination.

Question 4:

Is there a preferred list of products or brands that one can assess and propose with our services including along with our installation, integration, maintenance, training, support, and customization services?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the requested equipment, products or services for this solicitation as described in RFP Section II. B.

Question 5:

What is the location this bid will support?

Answer 5:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on specific locations for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed for the largest possible cross-section of Sourcewell current and future Participating Entities. Refer to RFP Section I. B. for additional details.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/5/2021, is required at the time of proposal submittal.



3/8/2021

Addendum No. 2

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The Sourcewell RFP has been posted on several different web sites, does one have to submit a proposal to each of them separately for the respective territories?

Answer 1:

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

Question 2:

Does this solicitation include mobile data terminals which would be installed inside vehicles as endpoints for communications? Is the LMR equipment and ecosystem, or the satellite communications equipment, for voice only, data only, or both?

Answer 2:

Refer to Addendum 1, Answer 4.

Question 3:

Is this solicitation for the equipment only, or the complete engineering of the system including design, site surveys, installation, testing, etc.?

Answer 3:

Refer to RFP Section II. B. for the complete description of requested equipment, products, or services. "A Proposer may elect to offer a materials-only solution, a turn-

key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required. ... Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.”

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/8/2021, is required at the time of proposal submittal.



3/25/2021

Addendum No. 3

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following RFP Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As a result of the subsequent publication of the solicitation referenced in RFP Subsection II. B. 3. h., the text of the RFP is updated. RFP Subsection II. B. 3. h. is revised to remove "TBD", and to insert the updated solicitation number, which will now read as follows:

* * * *

h. Public Safety Software (RFP #051321)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/25/2021, is required at the time of proposal submittal.



4/1/2021

Addendum No. 4

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are vendors allowed to name subcontractors/resellers to their proposal if the same subcontractor/reseller is also submitting their own response but with product lines not manufactured by the vendor naming them as a subcontractor/reseller?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

In addition, each Proposer is required to complete the *Proposer Affidavit and Assurance of Compliance* in Step 3 of the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/1/2021, is required at the time of proposal submittal.



4/5/2021

Addendum No. 5

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does Sourcewell have a sample submission available to view?

Answer 1:

Sourcewell does not maintain a sample submission on file. Past contracts awarded using the Sourcewell Procurement Portal submission process, which include the proposal questionnaire tables as an attachment, may be viewed on the Sourcewell website (www.sourcewell-mn.gov). To locate a contract, access the Search function at the top of the website homepage and enter the RFP number of the submission of interest. After reaching the selected vendor web page, select the "Contract Documents" button on the left-hand margin of the screen to find the contract link.

Alternatively, awarded contracts may be found on the Sourcewell website using the "Vendors & Contracts" page, located in the "Cooperative Purchasing" drop-down menu in the top margin. [Note, only proposals submitted for or after RFP#052919 utilized the Sourcewell Procurement Portal submission process. (i.e., RFP#MMDDYY)]

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/5/2021, is required at the time of proposal submittal.



4/7/2021

Addendum No. 6

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Several of the Questionnaire Tables within the Portal inquire about the government, education, and non-for-profit sectors. Will these questions be edited to refer exclusively to the Public Safety sector?

Answer 1:

No modification of the Questionnaire Tables is contemplated.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/7/2021, is required at the time of proposal submittal.



4/12/2021

Addendum No. 7

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this Sourcewell RFP have an MBE requirement or goal to be met?

Answer 1:

No, Sourcewell has not established an MBE requirement or goal for this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Will Sourcewell provide a list of all the prospective bidders that attended the pre-proposal conference?

Answer 2:

Sourcewell will not disclose the list of pre-proposal conference attendees. That data is classified as non-public at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/12/2021, is required at the time of proposal submittal.



4/13/2021

Addendum No. 8

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell grant a one-week extension of the due date?

Answer 1:

An extension of the due date is not contemplated.

Question 2:

In Table 8, Question #40, what is meant by a hub partner?

Answer 2:

“HUB” is an acronym for historically underutilized business.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/13/2021, is required at the time of proposal submittal.



SUBAWARD AGREEMENT

Subrecipient: City of San Fernando

Title: FY 2022 Urban Area Security Initiative (UASI) Grant Program

City Contract Number C-144257

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EXHIBITS

- Exhibit A DHS Standard Conditions
- Exhibit B 2022 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 C-144257 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 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) 2022 Urban Area Security Initiative Grant Program, FAIN No. EMW-2022-SS-00043-S01, CFDA No. 97.067, Federal Award Date August 26, 2022. 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 \$54,753,330.00

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: **\$141,466**

Subaward Period of Performance (“Term”): **September 1, 2022
to May 31, 2025**

Match Requirement: **None**

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) 978-0677

Party:	City of San Fernando
Authorized Representative:	Lt. Nichole Hanchett
Authorized Department:	San Fernando Police Department
Address, E-mail:	910 1st St., San Fernando, CA 911340 Email:nhanchett@sfcity.org

Copy To:

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. # 22-0988, 11/22/22).

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 2022 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2022 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2022 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2022 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 22 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, 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 and EO 14005, which requires that “all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” However, for FY 2022 awards, the BABAA requirement has been waived. 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, Subrecipient will be required to follow the BABAA requirements unless a waiver is requested and approved.

§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. 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.

H. 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.

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.

I. 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).

J. 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.

K. 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.

L. 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.

M. 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-one (21) 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 <u>Barak Vaughn</u> Barak Vaughn, Deputy City Attorney</p> <p>Date <u>07/13/23</u></p>	<p>For: THE CITY OF LOS ANGELES KAREN BASS, Mayor</p> <p>By <u>Karen Bass</u> Karen Bass, Mayor</p> <p>Date <u>09/25/2023</u></p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By <u>[Signature]</u> Deputy City Clerk </p> <p>Date <u>09/25/2023</u></p>	
<p>APPROVED AS TO FORM:</p> <p>By <u>DocuSigned by: Richard Padilla</u> Richard Padilla, Assistant City Attorney</p> <p>Date <u>04/04/2023 3:23 PM PDT</u></p>	<p>For: City of San Fernando</p> <p>By <u>DocuSigned by: Nick Kimball</u> Nick Kimball, City Manager</p> <p>Date <u>04/04/2023 8:54 PM EDT</u></p>
<p>ATTEST:</p> <p>By <u>DocuSigned by: Julia Fritz</u> Julia Fritz, City Clerk</p> <p>Date <u>04/05/2023 9:23 AM PDT</u></p>	<p>[SEAL]</p> 

City Business License Number: _____
 Employee Identification Number (EIN): _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: C.F. #22-0988; Date of Approval: 11/22/22
 City Contract Number: C-144257

EXHIBIT A

FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. 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 2022 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

FY 2022 DHS Standard Terms and Conditions

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 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>.

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

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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 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.

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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. 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.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

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

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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>.

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.

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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 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

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170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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/>.

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:

- (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;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (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) 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.
- (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.



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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 principal 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;
- (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 (2)(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:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (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- 12213), 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)— 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;



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- (k) 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, 12945, 12945.2), 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.

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;



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- (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.);
- (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 § 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.



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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 Title 2 of the Code of Federal Regulations, 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, 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.



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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 al.) 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) 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;



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- (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. 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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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 section 6250 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.

24. Copyright

The Applicant 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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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 U.S. 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 U.S. 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:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (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;
- (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.



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 the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, 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

Application ID #	FEMA Trigger	Line #				Project Information										Color
	National Priority Area	Project Letter	Item #	Sub-Line #	Mayor's Office	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	
															\$141,466.00	
III-68b	2.SoftTargets	E	8	53	16	IJ-3	San Fernando	Police	Video Camera Security/Surveillance	UASI	LE	Equipment	Physical Security Enhancement Equipment	N/A	\$ 69,234.00	Black
III-59		G	13	77	24	IJ-3	San Fernando	Police	Station Security - Physical Access Control	UASI	LE	Equipment	Physical Security Enhancement Equipment	N/A	\$ 45,174.00	Black
IV-103c		P	34	179	54	IJ-4	San Fernando	Police	Personal Protective Equipment (PPE)	UASI	LE	Equipment	Personal Protective Equipment	N/A	\$ 27,058.00	Black

EQUIPMENT																								
City of Los Angeles 037-95050 2022-0043																	Ledger Type		Application					
																	Request Number		September 1, 2022					
																	POP Start Date		May 31, 2025					
																	POP End Date		May 31, 2025					
																	Cal OES Approval		VL 12/20/22					
Project Letter	Project Number	Subsolution Number	Equipment Description (include City.)	AEL#	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable/Shareable	Invoice Number	Vendor	ID Tag Number	Condition/Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over \$250k	Hold Trigger	Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Cash Request #	Total Approved	Remaining Balance
																			\$141,466					\$141,466
E	8	53	Video Camera Security/Surveillance: (21) High resolution video cameras with installation.	145W-01-VIDA	SYSTEME, Video Assessment, Security	UAS	LE	Physical Security Enhancement Equipment	N/A							No	EHP		69,234					69,234
G	13	77	Station Security - Physical Access Control: (1) server w/monitor, keyboard and software; (1) 24 door controller; (1) controller power supply; (5) new multi class readers	145W-01-PACS; 145W-01-PACS; 145W-01-PACS; 145W-01-PACS; 145W-01-PACS	System, Physical Access Control; System, Physical Access Control; System, Physical Access Control; System, Physical Access Control	UAS	LE	Physical Security Enhancement Equipment	N/A							No	EHP		45,174					45,174
P	34	179	Personal Protective Equipment (PPE): (4) Automated External Defibrillators; (15) MSA Millennium Gas Masks; (50) Gas Mask Carry Bags; (30) Gas Mask Cartridges CBRN; (30) Gas Mask Cartridges CS/CN	DEAE-01AR; 02-APR; 01EP; 00-GBAG; 01AR-02; APRC; 01AR; 03-APR	Defibrillator, Automated External; Respirator, Air Purifying, Full Face, Tight Fitting; Bag/Box, Ensemble, Gear Storage; Canister CBRN, APR; Canister CS/CN, APR	UAS	LE	Personal Protective Equipment	Both							No	No Hold Indicated		\$27,058					27,058

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
						UASI 22
<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>		<i>EHP</i>	
Revised Amount	\$ -		<i>Training Ledger</i>		<i>Sole Source</i>	
Amendment Y/N?			<i>Organization Ledger</i>		<i>EOC</i>	
25% Increase	\$ -		<i>Planning Ledger</i>		<i>Watercraft</i>	
Council/14.8 Y/N?			<i>Exercise Ledger</i>		<i>Aircraft</i>	

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)

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

CONTRACT NO. 2144

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.

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 1. Example of labeled, color aerial photograph.



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,1 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.

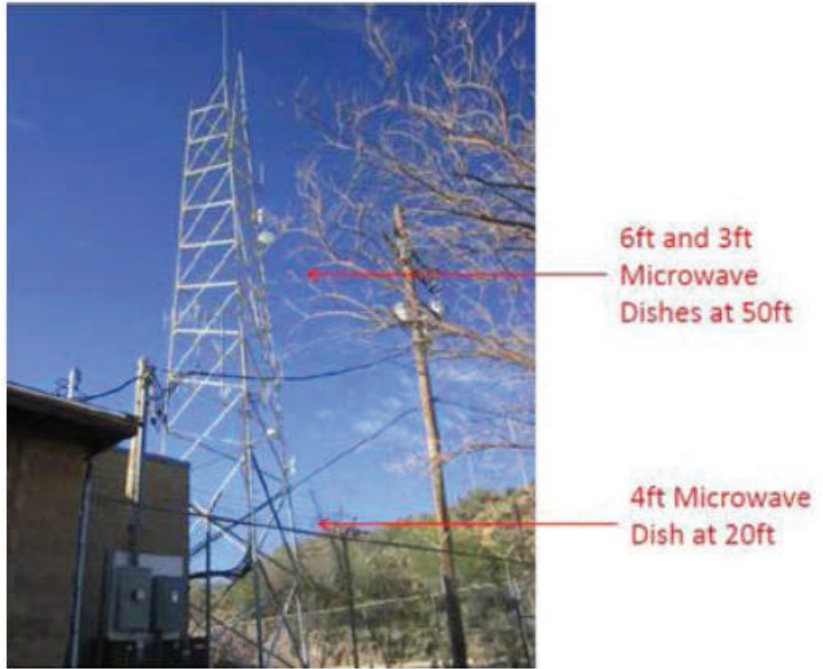
Generator Pad, 4 ft x 10 ft x 8 in



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.



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.



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.



Grant Program:	_____		
Grant Award No.(s):		FIPS #:	_____
Subrecipient Name:	_____		
If Subaward, list second-tier Subrecipient:	_____		
Project No.(s):		Feedback # (if applicable):	_____
Project Title(s):	_____		
Requested Amount:		Contract Total:	_____
Vendor:	_____		

Please complete the following questions based on the entity making the purchase.

1. Describe what the proposed vendor/contractor will provide:

2. Has Cal OES approved a noncompetitive procurement for this item(s)/service(s) in the past?

Yes No

If Yes, attach the most recent approval letter and Noncompetitive Procurement Authorization form.

3. Is this noncompetitive procurement being made under a multi-year contract?

Yes No

If No, proceed to question 6.

4. If Yes to Question 3, has Cal OES approved a noncompetitive procurement in the past under this multi-year contract?

Yes No

If No, proceed to question 6.

5. If Cal OES has previously approved a noncompetitive procurement under this multi-year contract, have there been any modifications since that approval?

Yes No

Note: A price/cost analysis must be performed with every procurement above the Simplified Acquisition Threshold (SAT) including modifications. Modifications include any change to the original contract, including extensions.

If Yes, proceed to question 8.
If No, proceed to question 10.

6. **Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract and describe the details of those circumstances for this request under the following below.**
- The item is available only from a single source. *(Describe and detail the process used to make that determination.)*
 - A public necessity or emergency for the requirement will not permit a delay resulting from competitive solicitation. *(Describe the necessity or emergency. Provide details.)*
 - After solicitation of a number of sources, the competition was determined inadequate. *(Describe the solicitation process that determined competition was inadequate. Provide details including the length of the solicitation.)*
7. **Describe your organization's standard procedures when considering a noncompetitive procurement, including the conditions under which a noncompetitive procurement is allowed, and any other applicable criteria (i.e., approval requirements, monetary thresholds, etc.).**
8. **Attach a copy of the cost/price analysis for this procurement or contract modification if above the SAT.**
9. **Do you have documentation to support profit negotiation?**
- Yes No

Note: Profit must be negotiated for each contract in which there is no price competition and in all cases where cost analysis is performed.

10. Certification:			
<p>This is to certify that, to the best of our knowledge and belief, the data furnished on this form is accurate, complete and current. We further certify that this procurement has followed local procurement policies, and state and federal guidelines. We understand that any fraudulent information contained on this form may affect the allowability of federal funding for this item and/or have an effect on future Cal OES funding for this organization.</p>			
Purchasing Agent:	Name:	Signature:	Date:
Primary Subrecipient:	Name:	Signature:	Date:

Cal OES Internal Use Only
Date Submitted:

Procurement Type: Single Source Public Emergency Inadequate Competition

Attachments enclosed:

- Previous Approval Letter
- Previous Noncompetitive Procurement Authorization Request form for this item(s)/service(s)
- Cost/Price Analysis
- Other Supporting Documents: _____

Program Representative Review - Comments:

Unit Chief Review - Comments:

Approved Denied

Grants Procurement Compliance Manager - Comments:

Grants Procurement Compliance Manager:

Date:

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 FY22						
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

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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: September 3, 2024

Subject: Consideration to Approve a Transfer Agreement with the Los Angeles Flood Control District for the Disbursement of Funds for the Safe, Clean Water – Municipal Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Transfer Agreement No. 2024MP68 with the Los Angeles Flood Control District (Attachment “A” – Contract No. 2288) for the disbursement of funds for the Safe, Clean Water – Municipal Program; and
- b. Authorize the City Manager, or designee, to execute the Agreement and all related documents.

BACKGROUND:

1. On November 6, 2018, two-thirds of Los Angeles County voters passed Measure W, also known as, the Safe, Clean Water Program (SCWP). SCWP provides local, dedicated funding to increase local water supply, improve water quality, and protect public health.
2. On July 30, 2019, the Los Angeles County Board of Supervisors approved the Los Angeles Region Safe, Clean Water Program Implementation Ordinance in compliance with Measure W, establishing the criteria and procedures for the implementation of SCWP.
3. On June 9, 2020, the Los Angeles County Board of Supervisors approved a standard template transfer agreement establishing terms and conditions for the SCWP funds to municipalities.
4. On October 5, 2020, the City entered into an agreement with the Los Angeles County Flood Control District (LACFCD) (Attachment “B” – Contract No. 1968) for the disbursement of funds for the Safe, Clean Water - Municipal Program to the City; this agreement expired on June 30, 2024.

Consideration to Approve a Transfer Agreement with the Los Angeles Flood Control District for the Disbursement of Funds for the Safe, Clean Water – Municipal Program

Page 2 of 4

ANALYSIS:

In November 2018, Measure W was passed by Los Angeles County voters, which initiated a regional plan to address water supply and water quality issues in the County. Measure W revenue is used to fund three SCWP programs: 1) District¹, 2) Regional¹, and 3) Municipal Programs.

The District Program receives 10% of the annual Measure W revenue, which is used to fund the LACFCD administration of the SCWP. With this revenue, LACFCD administers the collection and distribution of funds, provides staffing for the various committees, provides technical assistance, engages stakeholders, completes various annual reports, conducts audits, and provides educational programs.

The Regional Program receives 50% of the annual Measure W revenue. This revenue is distributed proportionally, as determined by percent impervious area, to nine (9) Watershed Area Steering Committees (WASCs). Agencies, such as the City, in the Watershed Area may apply for funding for projects through the Regional Program, for which applications are vetted by a LACFCD scoring committee and ultimately voted upon by the WASC. San Fernando is located in the Upper Los Angeles River (ULAR) Watershed Area, which is expected to receive approximately \$38.9 Million annually.

The Municipal Program receives 40% of the annual Measure W revenue that is distributed proportionally, based on impervious area, to each municipality in the County. The City is able to utilize the revenue to fund various new and existing stormwater-related projects and programs. During the first three years of the program, the City used the Municipal Program to fund the following projects and programs:

Municipal Plan Activities			
Activity Name	Measure W Funding	One-time or Ongoing	Status
City Owned Parking Lot Sweeping Program	\$45,000	Ongoing	In February 2022, City Council awarded a 5-year contract to Karina Sweeping Company for daily street sweeping services at City-owned parking lots, trash enclosures, and alleys in the Downtown.
City-wide Catch Basin Cleaning Program	\$14,000	Ongoing	In February 2023, City Council awarded a 5-year contract to Ron’s Maintenance for quarterly cleaning and inspections.

¹ The District and Regional Programs are not part of the subject agreement.

Consideration to Approve a Transfer Agreement with the Los Angeles Flood Control District for the Disbursement of Funds for the Safe, Clean Water – Municipal Program

Page 3 of 4

Downtown-Mall Area Trash Enclosures Project	\$120,000	One-time	Public Works Staff currently researching options and will present to City Council September/October 2024
Harbor Toxics TMDL Cost Share	\$677	Ongoing	In June 2023, City executed a 3-year agreement with GWMA through ULARA for monitoring equipment and monitoring of harbor toxic pollutants
Measure W Program Management	\$10,000	Ongoing	Cost Allocation Overhead to reimburse General Fund for staff administrative services
NPDES Program Management	\$75,000	Ongoing	In December 2022, City Council approved a 5-year agreement with Willdan Engineering to provide program management services
Pacoima Wash Bikeway and Pedestrian Path Project Annual Permit Fee	\$600	One-time	State Water Resources Control Board Permit fee charged until project is completed

The City received an average of \$273,000 per year during the first three years of the program and is expected to receive approximately \$280,000 per year from the Municipal Program going forward, of which 70% must be used on new² stormwater projects and programs. New stormwater projects and programs that the City has funded since 2018 include: City Owned Parking Lot Sweeping Program; Downtown-Mall Area Trash Enclosure Project; Measure W Program Management; Pacoima Wash Bikeway and Pedestrian Path Project Annual Permit Fee. There are various requirements the City must recognize and adhere to for proper distribution and use of funds, including, but not limited to, the following:

- Prepare and submit an Annual Plan which details the use of funds for the upcoming fiscal year.
- Prepare and submit an Annual Report on the utilization of the funds in the previous fiscal year.
- Hold all SCWP funds received by the City in a separate interest-bearing account and use them within five (5) years from the original distribution date, or return all unused (lapsed) SCWP funds to LACFCD.
- Acknowledge the LACFCD's SCWP at all funded or partially funded project sites, at City Hall and on all project documents.

² New projects or programs are implemented after November 6, 2018.

Consideration to Approve a Transfer Agreement with the Los Angeles Flood Control District for the Disbursement of Funds for the Safe, Clean Water – Municipal Program

Page 4 of 4

- Every three years obtain an independent audit that verifies compliance with the terms and conditions of the Municipal Transfer Agreement.

Additional, detailed requirements can be found in the Municipal Transfer Agreement. This new agreement, if approved by the City Council, is valid through June 30, 2028.

BUDGET IMPACT:

There is no direct cost to the City by entering into the Municipal Transfer Agreement. The Municipal Program revenue from SCWP is included in the Fiscal Year (FY) 2024-2025 Adopted Budget. It is estimated the Measure W Municipal Program revenue will continue to provide \$280,000 annually to the City. The Agreement will allow for the transfer of funds to the municipality from LACFCD.

CONCLUSION:

Staff recommends that the City Council approve the Transfer Agreement with the Los Angeles County Flood Control District (Attachment "A") for the disbursement of funds for the Safe, Clean Water Program that will provide critical funding needed to improve water quality and compliance with NPDES requirements.

ATTACHMENTS:

- A. Contract No. 2288
- B. Contract No. 1968

**TRANSFER AGREEMENT BETWEEN
 THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND SAN FERNANDO
 AGREEMENT NO. 2024MP68
 SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

_____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and San Fernando, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: San Fernando	
Name:	Haris Harouny	Name:	
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	
Phone:	(626) 300-2620	Phone:	

Email: hharouny@dpw.lacounty.gov	Email:
----------------------------------	--------

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

- EXHIBIT A – ANNUAL PLAN CONTENTS
- EXHIBIT B – GENERAL TERMS AND CONDITIONS
- EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)
- EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. EXECUTION OF AGREEMENT

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS**B-1. Accounting and Deposit of Funding Disbursement**

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period

to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District’s publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	Audit Begins	Audit Report Due to District
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District’s obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement’s funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties.

All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from

- the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
 3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
 4. In the event that funds are to lapse, due to circumstances beyond the Municipality’s control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
 5. The decision to grant an extension is at the sole discretion of the District.
 6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality 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 District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days’ notice to the District.

B-25. Municipality’s Responsibility for Work

The Municipality shall be 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 Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for

performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
 - j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument

to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects. The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology

<p>Creation & Restoration of Riparian Habitat & Wetlands</p>	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands □ Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 21 and 40 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ● No potable water used to sustain the wetland
<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations.
- Maintaining trash receptacles.
- Removal of trash, debris, and blockages from bioswales.
- Inspection and cleaning of trash booms.
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth.
 - Prevent encroachment of adjacent property and provide vertical clearance.
 - Inspect for dead or diseased plants regularly.
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control.
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
 - Wildflower and meadow maintenance.
 - Grass, sedge, and yarrow management.
 - Removal of unwanted hydroseed.

3. Wildlife Management

- Exotic species control.
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
- Avoid disturbances to nesting birds.
- Avoid spread of invasive aquatic species.

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis.
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation.
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity.
- Inspect basins for erosion.
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation.
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise).
- Checking telemetry equipment.
- Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species.
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
- Managing emergent vegetation.
- Using hydraulic control structures to rapidly dewater emergent marsh areas.
- Managing flow velocities to reduce propagation of vectors.

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
SAN FERNANDO
AGREEMENT NO. 2020MP68
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and San Fernando, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: San Fernando	
Name:	CJ Caluag	Name:	Matt Baumgardner
Address:	SCW Program, 11th Fl., PO Box 1460, Alhambra, CA	Address:	117 N. Macneil St. San Fernando
Phone:	(626) 458-4037	Phone:	(818) 898-1237
Email:	CCALUAG@dpw.lacounty.gov	Email:	MBaumgardner@sfcity.org

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SAN FERNANDO

DocuSigned by:
Joel Fajardo
By: 34DA1699803B42F...

Name: Joel Fajardo

Title: Mayor

Date: 10/7/2020 | 4:53 PM PDT

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

DocuSigned by:
Carolina T Hernandez
By: 576B7DCCBDF2415...

Name: Carolina T Hernandez

Title: Acting Assistant Deputy Director

Date: 2/15/2021 | 7:38 PM PST

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
Fiscal Year	Audit Begins	Audit Report Due to District
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality 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 District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be 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 Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 21 and 40 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ● No potable water used to sustain the wetland

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
- Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
- Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: September 3, 2024

Subject: Discussion and Consideration Regarding Procedures for Councilmember Initiated Request to Agendize an Item for City Council Discussion

RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the pilot process for Councilmember requests to agendize an item, which has been in effect since April 2, 2024; and
- b. Provide additional direction, as appropriate.

BACKGROUND:

1. On July 3, 1995, the City Council adopted Resolution No. 6434 (Attachment "A") approving a City Council Procedural Manual.
2. On August 7, 2000, the City Council adopted Resolution No. 6743 (Attachment "B") amending certain portions of the City Council Procedural Manual which included edits to Section 2.2 (Agenda Deadline) establishing procedures regarding Councilmember requests to place an item for discussion on an upcoming City Council meeting.
3. In 2018, the City Council approved the use of a "Request to Agendize an Item for City Council Discussion" form (Attachment "C").
4. On March 18, 2024, Councilmember Fajardo, agendized an item for discussion regarding the process in which Councilmembers would submit, a "Request to Agendize an Item for City Council Discussion" at a future City Council meeting and recommended that a second Councilmember co-agendize the item with the Councilmember who originated the request. City Council directed staff to return to a future City Council meeting for consideration of a process change that would require City Council requested agenda items to be co-agendized with the agreement of two City Councilmembers for discussion.

Discussion and Consideration Regarding Procedures for Councilmember Initiated Request to Agendize an Item for City Council Discussion

Page 2 of 3

5. On April 2, 2024, the City Council directed staff to implement a new process on a 6-month pilot basis that included agreement by a second Councilmember to add an item to the agenda and update the request to agendize form (Attachment "D") to add a section for the name of the second Councilmember with a check box option of "in support" of the requested item for City Council discussion.

ANALYSIS:

City Councilmembers, as elected representatives, have the ability to bring forward issues important to the community for discussion and action. Providing a process for Councilmembers to request agenda items promotes transparency, accountability, and reinforces democratic governance. This ensures public concerns are openly discussed, holding the City Council accountable and allowing members to advocate for their constituents. A process that requires agreement by more than one Councilmember ensures that agenda items are relevant to the community's needs, provides for better informed decision-making and prevents last-minute additions that could disrupt the meeting.

Adopted Process.

Based on the current adopted City Council Procedure Manual, the process for a City Councilmember to request to agendize an item for discussion at a City Council meeting is to submit a "Request to Agendize an Item for City Council Discussion" form (Attachment "C") to the City Clerk, along with any applicable exhibits, by 12:00 p.m. on the Wednesday preceding the City Council meeting. There is no requirement for concurrence from a second Councilmember to agendize the matter.

6-Month Trial Process.

Pursuant to City Council direction at the April 2, 2024 City Council meeting, the process for a City Councilmember to request to agendize an item for discussion at a City Council meeting is to:

- a. Submit the revised "Request to Agendize an Item for City Council Discussion" form (Attachment "D") that now includes a section for the requesting Councilmember's name and a co-sponsor Councilmember's name, with a checkbox for indicating whether the co-sponsor is "in support" or "not opposed" to the discussion.
- b. A request can be made during the City Council meeting under the agenda section designated as "General City Council/Board Member Comments and Liaison Updates." This request must also have the support from one other Councilmember.

The 6-month trial period concludes at the end of September 2024. The City Council has directed staff to return at the conclusion of the trial period for the City Council to review and consider whether to continue the requirement for co-sponsored requests to agendize an item for City Council discussion. Based on City Council's direction, if applicable, staff will return to the

Discussion and Consideration Regarding Procedures for Councilmember Initiated Request to Agendize an Item for City Council Discussion

Page 3 of 3

September 16, 2024 City Council meeting to request consideration to adopt a resolution amending the City Council Procedure Manual to reflect the revised process.

BUDGET IMPACT:

City Council Procedural Manual updates are included in the City Clerk's regular work plan and therefore, included in the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

It is recommended that the City Council review and provide direction to staff regarding the options on the process in which a Councilmember requests to agendize an item for City Council discussion for a future City Council meeting.

ATTACHMENTS:

- A. Resolution No. 6434
- B. Resolution No. 6743
- C. Adopted "Request to Agendize an Item for City Council Discussion" Form
- D. Revised "Request to Agendize an Item for City Council Discussion" Form

RESOLUTION NO. 6434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA PURSUANT TO GOVERNMENT CODE §36813, APPROVING A PROCEDURE MANUAL FOR THE CONDUCT OF CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA HEREBY RESOLVES:

WHEREAS, California Government Code Section 36813 authorizes a general law city to enact rules and regulations for the conduct and decorum of meetings of the City Council, and

WHEREAS, The City Council of the City of San Fernando, California has adopted a Manual of Procedures for the Conduct of City Council Meetings (the "Manual"), and

WHEREAS, The City Council of the City of San Fernando, California wishes to update and revise the Manual;

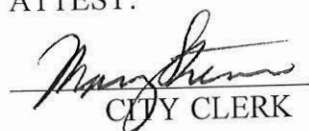
NOW THEREFORE, BE IT RESOLVED THAT:

SECTION 1: The attached PROCEDURE MANUAL FOR THE CONDUCT OF MEETINGS OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO is hereby adopted to govern the conduct and decorum of meetings of the City Council of the City of San Fernando, and shall take effect immediately upon approval.

APPROVED AND ADOPTED THIS 3rd DAY OF July, 1995


MAYOR

ATTEST:


CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I hereby certify that the foregoing resolution being No. 95-6434 was duly adopted by the City Council of the City of San Fernando at its meeting held on the 3rd day of July, 1995.

AYES: Ojeda, Wysbeek, Godinez, Baltierrez, Chacon - 5

NOES: None - 0

ABSENT: None - 0

ABSTAIN: None - 0



CITY CLERK

RESOLUTION NO. 6743

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO REGARDING PROCEDURES FOR PLACING
MATTERS ON CITY COUNCIL AGENDAS AND AMENDING
THE PROCEDURAL MANUAL FOR THE CONDUCT OF CITY
COUNCIL MEETINGS**

WHEREAS, agendas for meetings of the City Council frequently contain numerous items;

WHEREAS, City Staff must complete the City Council agenda in a timely manner in order to distribute it to members of the City Council in time to allow Council Members sufficient time to review the agenda items prior to the particular meeting;

WHEREAS, the City Council adopted a "Procedural Manual for the Conduct of City Council Meetings in the City of San Fernando" (the "Procedural Manual") by Resolution No. 6434 on July 3, 1995, providing for the conduct of City Council meetings in the City of San Fernando;

WHEREAS, it will promote the orderly preparation of agendas and the efficient conduct of meetings if additional procedures are established for the placement of matters on agendas of meetings of the City Council by members of the City Council;

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

Section 1. The first paragraph of the "Preamble" of the Procedural Manual is hereby revised to read as follows:

"These rules are enacted pursuant to Government Code Section 36813 to provide decorum and order at City Council meetings and to promote the efficient conduct of those meetings. The rules govern the procedures of the City Council itself and the conduct of individual Council Members. It is also intended that the rules govern the conduct of City staff and members of the public who attend City Council meetings. In the event of a conflict between these rules of procedures and any provision of state or federal law, including but not limited to the Ralph M. Brown Act codified at Section 54950 et seq. of the California Government Code, the state or federal law controls."

Section 2. The title of Section 2 (Order of Business) of the Procedural Manual is hereby revised to read as follows: "Agenda Procedures and Order of Business."

Section 3. Section 2.2 (Agenda Deadline) of the Procedural Manual is hereby revised to read as follows:

“2.2 AGENDA DEADLINE

a. Any citizen requesting to place an item on the City Council agenda shall advise the City Clerk or the City Administrator in writing no later than 5:00 p.m. on the Monday preceding the meeting at which he/she wishes the item to be considered. The City Administrator shall make copies of such requests for City Council members prior to the next City Council meeting. If the City Administrator concludes that the matter is appropriate for Council consideration, it shall be placed on either of the next two regular City Council agendas.

b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:

1. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting. Except as provided in paragraph b.2. of this Section 2.2, all items requested to be placed on an agenda by a Council Member shall appear on the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.

2. Items that have been previously agendized, discussed and determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Council Member unless the Council Member can demonstrate a change of circumstances pertaining to the item or present new information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Council Member must follow the procedures set forth in paragraph b.1 above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading “Council Member Items.” The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.”

Section 4. Existing Sections 2.5 through 2.10 of the Procedural Manual are hereby renumbered Sections 2.6 through 2.11 respectively.

Section 5. A new Section 2.5 entitled "Approval of Agenda" is hereby added to the Procedural Manual to read as follows:

"2.5 APPROVAL OF AGENDA:

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the meeting, the City Council shall determine whether to consider repeat items submitted by Council Members pursuant to paragraph b.2. of Section 2.2. A Council Member may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under Council Member Items. If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during Council Member Items."

Section 6. Section 2.10 (Non-Agenda Items) of the Procedural Manual is hereby revised to read as follows:

"No matters other than those appearing on the posted agenda shall be acted upon by the City Council except in accordance with the procedures set forth in the Ralph M. Brown Act, codified at Section 54950 et seq. of the California Government Code. Any request to place a matter of business on a future agenda must be made in accordance with paragraph b of Section 2.2."

PASSED, APPROVED and ADOPTED this 7th day of Aug., 2000.



Silverio Robledo, Mayor

ATTEST:



Wilma Miller, City Clerk

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 by the City Council and signed by the Mayor of said City at a meeting held on the 7th day of August 2000, and the same was passed by the following vote:
AYES: Robledo, Ramos, Hernandez, Di Tomaso - 4
NOES: None - 0
ABSENT: Montanez - 1



Wilma Miller, City Clerk

**REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL
DISCUSSION/CONSIDERATION**

CITY COUNCILMEMBER INFORMATION

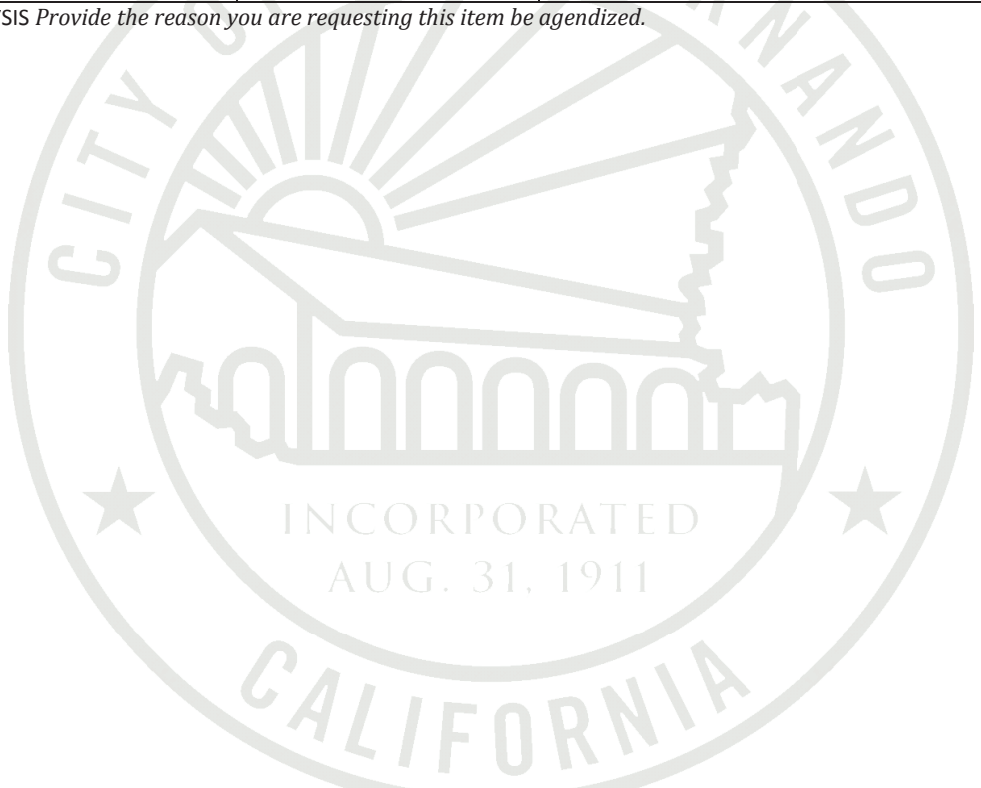
NAME	TITLE
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input 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 type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*



ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

**REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL
DISCUSSION/CONSIDERATION**

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
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CO-SPONSOR CITY COUNCILMEMBER INFORMATION

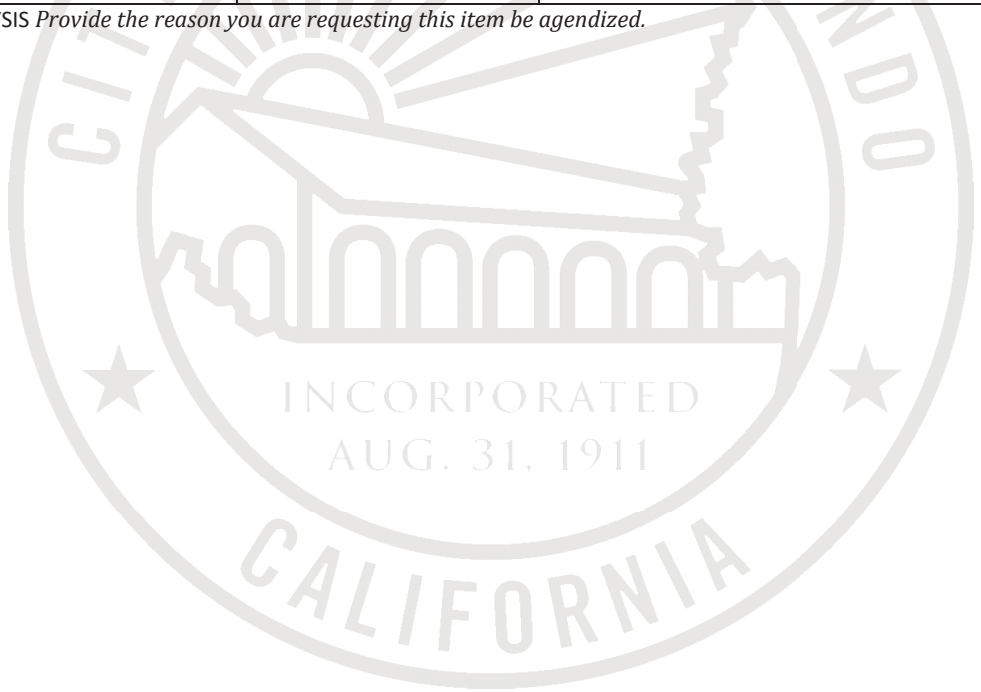
NAME	<input type="checkbox"/> In Support
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input 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 type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*



ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

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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
Patsy Orozco, Civil Engineering Assistant II

Date: September 3, 2024

Subject: Discussion and Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement, and Landscape Planting and Establishment for the Carlisle Green Alley Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement to TreePeople (Attachment "A" – Contract No. 2286) in an amount of \$270,020, for project management, project reporting, grant coordination, community engagement and workshops, and tree and shrub planting and establishment for the Carlisle Green Alley Project; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute the Agreement and any related documents.

BACKGROUND:

1. Signed into law on September 14, 2016, SB 859 created the California Natural Resources Agency's (CNRA) Urban Greening Program, funded by the Greenhouse Gas (GHG) Reduction Fund. In 2021, SB 170 allocated \$50 million from the State General Fund to the Agency for its Urban Greening Program, specifically for urban greening projects that reduce GHG emissions and provide multiple benefits such as enhancing parks and open space, using natural solutions to improve air and water quality, and creating more walkable and bike-able trails.
2. On March 28, 2022, through the *Calles Verdes* grant, the City partnered with TreePeople, a non-profit organization that specializes in urban forestry, parks and trails, policy and research, education, and community outreach, to submit a grant proposal to the Urban Greening Program to significantly expand the green alley project on Carlisle Street already contemplated through the *Calles Verdes* project. The City submitted as the lead applicant, with TreePeople as the supporting applicant.

Discussion and Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement and Landscape Planting and Establishment for the Carlisle Green Alley Project

Page 2 of 5

3. On October 6, 2022, the City organized a site visit as part of the Urban Greening Program's requirements when advancing to the second stage of evaluation. The site visit included City staff, TreePeople staff, community members, and the evaluation panel from the CNRA.
4. On January 5, 2023, the CNRA notified the City of its successful advancement to stage 3 (the final stage) of the grant application process and the need to adopt a resolution to complete the grant application filing.
5. On January 17, 2023, the City Council adopted Resolution No. 8207, approving for the filing of the Urban Greening application as required by the CNRA.
6. On June 28, 2023, the City confirmed adjustments to the project scope and budget based off discussions with the CNRA.
7. On October 15, 2023, the City and the CNRA executed the grant agreement for the Carlisle Green Alley project in the amount of \$3,482,535 (Attachment "B" – Contract No. 2229).
8. On March 18, 2024, the City adopted Resolution No. 8288, amending the budget for Fiscal Year (FY) 2023-2024 to appropriate the grant revenues and expenses for the Urban Greening Grant Program for the Carlisle Green Alley Project.
9. On August 19, 2024, the City Council requested additional information on the outreach that was done, timeframe for the project, and a maintenance plan for upkeep when the project is completed.

ANALYSIS:

The Urban Greening Program focuses on projects that provide multiple benefits such as enhancing parks and open space, using natural solutions to improve air and water quality, and creating more walkable and bike-able trails. It emphasizes, and gives priority to, projects that are located within and benefit disadvantaged communities, and communities facing the most significant threat from extreme heat. Given the City's environmental burdens and high-heat occurrences, San Fernando remains competitive for project funding like the Urban Greening Program.

The City was awarded the Urban greening Grant in the amount of \$3,482,535 for the *Carlisle Green Alley* project to transform an underutilized alley (Carlisle Street – from Pico Street to O'Melveny Avenue) into a new linear greenspace that provides multiple benefits to residents and fulfills the City's goals for resiliency, climate adaptation, and active transportation. The project includes permeable surfaces for groundwater infiltration, trees and native landscaping, a clear bikeway, bioswales, a dedicated pedestrian pathway, and intersection improvements that encourage more walking and biking trips through San Fernando. The transformation of the alley

Discussion and Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement and Landscape Planting and Establishment for the Carlisle Green Alley Project

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will also address long-standing issues of blight and neglect often associated with alleys, and provide key connections to activity centers such as parks, churches, schools, and the Downtown San Fernando Mall. The project also delivers on a citywide planning effort to green adjacent public parking lots by installing trees and vegetated bioswales in City Parking Lot 9 at Carlisle and Pico Streets.

Since 2016, the City has undertaken extensive outreach, including distributing bilingual brochures, hosting public workshops, conducting community surveys, and organizing one-on-one meetings with key stakeholders (Attachment "C" – Safe and Active Streets 2017 – Stake Holder Engagement/Appendix A). Carlisle Street was identified as a priority under the 2017 Safe and Active Streets Plan. In 2023, TreePeople actively engaged with the community along the Carlisle corridor through door-to-door outreach, flyer distribution, and direct communication about the upcoming project. As the project advances into the design phase, additional outreach initiatives will be implemented to ensure vibrant community involvement and sustained participation.

In partnership with the City, TreePeople assisted with preparation of grant application, generated project boards, distributed outreach flyers along project corridor, and assisted with power point presentation to the California Natural Resources Agency (CNRA) during their site visit and consideration for grant award. In addition, TreePeople was identified in the grant application as the Project Manager of the *Carlisle Green Alley* project. TreePeople will assist the City by:

- Developing the Request for Proposals for Design & Engineering
- Meeting and working with the selected designer to ensure design is completed on a timely basis
- Providing support during the bidding process and construction phase
- Compiling project reports to ensure grant requirements are met
- Managing grant administration
- Engaging in the community by holding workshops to discuss the project
- Coordinating volunteer plantings of trees and plants along the project corridor

TreePeople has over 10 years of experience managing and implementing grants for the CNRA. Since 2019 and with the assistance of community volunteers, TreePeople has planted over 1,000 trees in the City. TreePeople is hoping to plant a total of 2,000 trees in the City by 2030. Maintenance will include regular tasks such as weed removal, mulching, watering, and pruning, all performed on an as-needed basis to ensure the health and vitality of the landscape. No special maintenance will be necessary for the planned improvements. Maintenance activities of City streets, sidewalks and parking lots are part of Public Works regular scope of service.

Discussion and Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement and Landscape Planting and Establishment for the Carlisle Green Alley Project

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Project Timeline

Project Milestones	Date
Award Project Management Contract (TreePeople)	September 2024
Award Design Contract (Selected Consultant)	December 2024
Complete Design	September 2025
Award Construction Contract	November 2025
Complete Contract	December 2025
Project Maintenance - TreePeople	January 2026-January 2028
Project Maintenance – City (Public Works)	After January 2028

BUDGET IMPACT:

The current fund allocation for the Carlisle Green Alley project is \$3,482,535. There is no match requirement by the City for this grant. This is a reimbursable grant with a Grant Activity Period from October 1, 2023 to August 31, 2025.

Of the total funding, \$270,020 has been allocated for the project manager to provide construction management services, grant administration, community engagement and workshops, and planting of trees and shrubs with the assistance of community volunteers.

The following is a breakdown of funding sources and uses:

SOURCES		
Fund	Account Number	Current Allocation
State Natural Resources Agency Grant	010-3686-0847	\$ 3,482,535
Total Sources:		\$ 3,482,535

USES		
Activity	Account Number	Cost
Project Management/Project Reporting, Grant Coordination, Community Engagement and Workshops, Tree and Shrubs Planting and Establishment	010-310-0847-4260	\$ 270,020
Design/Engineering	010-310-0847-4600 010-310-0847-4260	\$ 200,000

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Construction	010-310-0847-4600	\$ 2,859,407
Construction Contingency	010-310-0847-4600	\$ 153,108
Total Uses:		\$ 3,482,535

CONCLUSION:

It is recommended that the City Council approve Contract No. 2286 and authorize the City Manager to make non-substantive changes and execute the agreement and any related documents.

ATTACHMENTS:

- A. Contract No. 2286
- B. Contract No. 2229 - California Natural Resources Agency Grant Agreement, Safe and Active Streets



PROFESSIONAL SERVICES AGREEMENT

TREEPEOPLE

Project Management, Grant Administration, Community Engagement, and Landscape Planting
for the Carlisle Green Alley Project, CNRA – UG2106-0, Job No. 7628, Plan No. P-745

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 3rd day of September, 2024 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and TREEPEOPLE (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.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
- 1.2 PROSECUTION OF WORK: The Parties agrees as follows:
 - A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within THIRTY (30) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed by December 31, 2026 (the "Completion Date").
 - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.

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- C. 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.
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is included in Exhibit "A" (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of **TWO HUNDRED SEVENTY THOUSAND TWENTY DOLLARS** (\$270,020) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall 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 shall 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 shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access

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and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Daniel Berger, Executive Director of Operations, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:

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- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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- 2.5 **ASSIGNMENT**: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR**: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS**: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS**: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

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- 2.9 **NON-DISCRIMINATION**: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS**: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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

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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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved

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by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 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 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 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 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

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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 terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is

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not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of 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

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perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2286

**Project Management, Grant Administration, Community Engagement, and
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- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants

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working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
 TREEPEOPLE
 Attn: Dan Berger, Executive Director of
 12601 Mulholland Drive,
 Los Angeles, CA 90210
 Operations
 Phone: (323) 260-4703
 Fax: (323) 260-4705
 Email: cstefhan@koacorp.com

CITY:
 City of San Fernando
 Public Works Department/Engineering
 Attn: Patsy Orozco, Civil Eng. Assist. II
 117 Macneil Street
 San Fernando, CA 91340
 Phone: (818) 898-1222
 Fax: (818) 361-6728

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

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

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- 6.6 **SUBCONTRACTING**: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS**: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS**: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE**: Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE**: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEYS' FEES**: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD PARTY BENEFIT**: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

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- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, 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 shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

Signature page to follow

PROFESSIONAL SERVICES AGREEMENT

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

CITY OF SAN FERNANDO:

TREEPEOPLE:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



July 2024

California Natural Resources Agency Urban Greening Grant: Carlisle Green Alley Project
TreePeople Scope of Work

Background

TreePeople, an environmental 501(c)3 organization, inspires and supports the people of Southern California to come together to plant and care for trees, harvest the rain, and renew depleted landscapes. Since 1973, TreePeople has been a visionary leader in developing and implementing nature-based solutions to pressing problems that impact communities and ecosystems across Southern California. TreePeople works predominantly with low-income communities of color that are disproportionately exposed to environmental burdens. Throughout the organization's history, TreePeople has contributed to the planting of over 3 million trees.

TreePeople has extensive experience managing widespread green infrastructure and urban forestry projects in collaboration with public agencies, the community, and various stakeholders. Notably, TreePeople has planted over five hundred trees in the City of San Fernando through a community-driven model in partnership with the City. TreePeople continues to prioritize and serve San Fernando through its environmental education program, water equity program, school greening efforts, and outdoor access programming.

TreePeople has over a decade of experience in managing and implementing grants such as the California Natural Resources Agency (CNRA) Urban Greening grant projects. TreePeople has remained in good standing with CNRA and has secured continuous funding because of the organization's ability to meet grant deliverables, produce reports on time, and maximize the use of public funds. Additionally, TreePeople has extensive experience in developing environmental planning documents that are guided by cutting-edge data and community input. This has included watershed management plan development, active transportation plan development, tree prioritization plan engagement, construction project planning and development, and urban forest management planning.

Scope of Work

TreePeople will support, implement, and conduct all components related to the CNRA Urban Greening Grant in accordance with grant guidelines, the grant agreement, and the City's direction. These tasks will span the entire grant period from planning to construction and will include:

Task 1: Project Management

TreePeople will conduct project management to ensure project deliverables are met, are within budget, and are within schedule. Project management activities include:



July 2024

- Site visits as needed
- Support with contracting, including developing RFPs and assisting with bidding.
- Lead coordination with project partners such as Landscape Architects, Engineers, and Surveyors. This will include bi-weekly meetings with all project subcontractors
- Monthly coordination meetings with the City of San Fernando
- Coordination for all permitting and environmental requirements

Task 2: Project Reporting and Grant Coordination

TreePeople will conduct project reporting on a quarterly basis to CNRA and as requested by the City of San Fernando, acting as a liaison between CNRA and the City of San Fernando to ensure the project administration is coherent with grant guidelines. Task 2 activities include:

- Quarterly reports to CNRA providing financial and narrative reports along with project data such as greenhouse gas reduction tracking and tree planting GPS locations.
- Submitting project deliverables to CNRA
- Ensuring project compliance with Grant Agreement

Task 3: Community Engagement and Workshops

This project will engage community members in the design and implementation of the Carlisle Green Alley. Community Engagement activities will include:

- (3) Community workshops to engage community members with the Carlisle Green Alley project. These workshops will gather community feedback through various phases of the project design. The workshops will take place at various locations (including at least one meeting at San Fernando's outdoor mall), and times to accommodate participation by all residents.
- Digital and physical surveys to gather additional input on the design from community members who cannot attend workshops.
- Meetings as needed with project stakeholders
- Community engagement and outreach to ensure participation in community workshops, tree planting events, and tree care events
- An Outreach Report which will detail the feedback received by the community and synthesize assessment findings into design recommendations.
- (3) Ecological awareness workshops that inform the community about the ecological benefits of the Carlisle Green Alley.
- Develop donor recognition and interpretive signage

Task 4: Tree and Shrub Planting and Establishment

Following the construction, hardscape improvements, and irrigation installation, TreePeople will implement the planting of 250 trees and 290 native plants along Carlisle and its adjacent streets.

Task 4 activities will include:

- Leading and coordinating the volunteer planting days of all trees and plants



July 2024

- The identification of suitable species and spacing of trees
- Sourcing of trees
- Supplemental establishment care not to exceed (2) years after the grant period. All tree planting will be conducted in accordance with best management practices.

Cost Schedule

Category and Description	Total (CNRA Grant)
Task 1: Project Management During Plan*	\$94,830.00
Project planning, scheduling, and coordination of project partners to ensure deliverables related to community engagement, tree planting, management plan development, and data management are being met. Assisting with contracting, including RFPs and bidding for designers, engineers, surveyors, and landscape contractors. Supporting and coordinating all necessary permitting.	
Task 2: Project Reporting and Grant Coordination*	\$5,810.00
Reporting to CNRA to include the narrative report, financial documents, and data. Additional reporting as required by the City.	
Task 3: Community Engagement and Workshops*	\$59,580.00
Community engagement and outreach for participation in community workshops, tree planting events, and tree care events.	
Task 4 Tree and Shrub Planting and Establishment*	\$ 109,800
Organize and implement the planting of 250 shade trees and 290 native plants through volunteer events and staff support. This will include supplemental establishment care.	
TOTAL	\$270,020.00

*Tasks cover the entire grant period from planning to end of construction.

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

SB JT

10/9/2023 10/10/2023

GRANTEE NAME: City of San Fernando
PROJECT TITLE: Carlisle Green Alley
AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)
PROGRAM: Urban Greening Grant Program
AGREEMENT NUMBER: UG2106-0
TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD: 10/01/2023 to 08/31/2025

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **\$3,482,535.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF SAN FERNANDO

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By: Nick Kimball
Nick Kimball

By: Andrea Scharffer
Andrea Scharffer

Title: City Manager

Title: Deputy Assistant Secretary, Bonds & Grants

Date: 10/13/2023

Date: 10/15/2023

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NO.		FUND			
\$3,482,535.00		UG2106-0		0001 – General Fund			
ADJ. INCREASING ENCUMBRANCE				FISCAL PO NO.			
ADJ DECREASING ENCUMBRANCE		FUNCTION					
		Local Assistance					
UNENCUMBERED BALANCE		REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT	
		101	0001	2021	5432000	5432000000	
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	0540	0540UG21060	21139	05402001	21139	N/A	2023

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.


SIGNATURE OF ACCOUNTING OFFICER

10/17/2023
DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: City of San Fernando
PROJECT TITLE: Carlisle Green Alley
AGREEMENT NUMBER: UG2106-0
AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)
PROGRAM: Urban Greening Grant Program

PROJECT DESCRIPTION

Project to transform an existing alley into a new linear green space. Project will include permeable surfaces for groundwater infiltration, trees, and native landscaping, bioswales, a pedestrian pathway and bikeway, and intersection improvements.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released. Mk

2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity. Mk

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement. Nk

General Provisions

A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.
12. The term "Payment Request Form" means Form RA212.
13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

15. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.
 16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
 17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.
- B. Project Execution
1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
 2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
 3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**. Mz
 4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.
 5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access to the Project where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.
12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.
5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.
2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to

settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25)**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

NK

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations

promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written

grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT***Me***Urban Greening Grant Program
Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)**

GRANTEE NAME: City of San Fernando

PROJECT TITLE: Carlisle Green Alley

AGREEMENT NUMBER: UG2106-0

PROJECT LOCATION: Carlisle St. Between Pico St. and O'Melveny Ave., San Fernando, CA 91340

PROJECT SCOPE:

Project to transform an existing alley into a new linear green space. Project will include permeable surfaces for groundwater infiltration, trees and native landscaping, bioswales, a pedestrian pathway and bikeway, and intersection improvements. The City of San Fernando is receiving \$100,000 in grant funds from the State Coastal Conservancy to complete grading for stormwater features and a \$30,000 grant from Cal Fire's Urban and Community Forestry Program to install approximately 50 trees along the streets adjacent to the alley.

Grant-funded project elements include:

- Project design and engineering
- Technical and project management consultants
- Community engagement
- Site preparation, including:
 - Mobilization/demobilization
 - Demolition
 - Grading for construction preparation, excluding stormwater features
 - Approximately 48,000 square feet of asphalt removal
- Plant approximately:
 - 200 15-gallon trees along Carlisle Street*
 - 99 5-gallon native shrubs*
 - 198 1-gallon native grasses*
- Approximately 100 cubic yards of mulch
- Plant Establishment**
- Install hardscape and street elements, approximately:
 - 1,556 tons of porous asphalt
 - 2,334 tons of conventional asphalt
 - 26 curb ramps
 - 1,260 square feet of sidewalks
 - 2,075 linear feet of curb and gutter
 - 3 concrete mini traffic circles
 - 25 sharrow pavement markings
 - 55 pedestrian-level lights
 - Cross gutters
 - Utility raising
 - Signage
- Construction management and inspections
- Approximately 2 funding acknowledgement signs

EXHIBIT A

The project is located along Carlisle St. and will enhance public access for the existing street and sidewalk network.

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE
Preliminary work on the project	October 2023 – March 2024
Submit final site designs/plans/specs to State*	January 2024 – May 2024
Contractor award	May 2024 – August 2024
Submit evidence of signage	August 2024
Mobilization, begin construction and/or other key activities	September 2024 – August 2025
Record MOUGA and Submit final payment request and close out documents to State	July 2025 – August 2025

* A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELo), all Governor Executive Orders, and local water ordinances.

**Plant establishment reimbursed by the grant not to exceed two (2) years.

COST ESTIMATE: See Exhibit A-1

Exhibit A-1: Cost Estimate
 Carlisle Green Alley
 City of San Fernando
 UG2106-0

Mk

PROJECT ELEMENT	Total Amount	Urban Greening Grant	State Coastal Conservancy Grant (Cash)	CAL FIRE Urban and Community Forestry Grant (Cash)
NON-CONSTRUCTION				
Planning Design & Permitting				
Design	\$100,000.00	\$100,000.00		
Engineering	\$100,000.00	\$100,000.00		
Direct Project Management & Administration				
Technical and PM Consultants	\$100,000.00	\$100,000.00		
Community Engagement	\$110,000.00	\$110,000.00		
Subtotal Non-Construction (not to exceed 25% of grant)	\$410,000.00	\$410,000.00		
CONSTRUCTION				
Site Preparation				
Mobilization / Demobilization	\$100,000.00	\$100,000.00		
Demolition	\$250,000.00	\$250,000.00		
Grading - Construction Preparation	\$150,000.00	\$150,000.00		
Grading - Stormwater Features	\$100,000.00		\$100,000.00	
Asphalt Removal	\$250,000.00	\$250,000.00		
Greening Elements				
Trees (15-gallon) along Carlisle	\$60,000.00	\$60,000.00		
Trees (15-gallon) along adjacent streets	\$30,000.00			\$30,000.00
Native Shrubs (5-gallon)	\$9,900.00	\$9,900.00		
Native Grasses (1-gallon)	\$9,900.00	\$9,900.00		
Plant Establishment	\$65,000.00	\$65,000.00		
Mulch	\$6,000.00	\$6,000.00		
Hardscape and Street Work				
Porous Asphalt	\$311,200.00	\$311,200.00		
Conventional Asphalt	\$466,800.00	\$466,800.00		
Curb Ramps	\$130,000.00	\$130,000.00		
Sidewalks	\$12,600.00	\$12,600.00		
Curb and Gutter	\$41,500.00	\$41,500.00		
Concrete Mini Traffic Circles	\$180,000.00	\$180,000.00		
Sharrow Pavement Markings	\$5,625.00	\$5,625.00		
Pedestrian-Level Lighting	\$275,000.00	\$275,000.00		
Misc. (Cross Gutters, Utility Raising, Signage)	\$80,176.25	\$80,176.25		
Project Initiation				
Construction Management	\$160,352.50	\$160,352.50		
Inspections	\$160,352.50	\$160,352.50		
Funding Acknowledgment Signs	\$5,000.00	\$5,000.00		
Subtotal Construction	\$2,859,406.25	\$2,729,406.25	\$100,000.00	\$30,000.00
Contingency (not to exceed 10% of grant)	\$343,128.75	\$343,128.75		
PROJECT TOTAL	\$3,612,535.00	\$3,482,535.00	\$100,000.00	\$30,000.00

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

**Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

FINAL



Prepared by
Los Angeles County Department of Public Health
Evan Brooks Associates
Public Health Advocates

September 14, 2017

Acknowledgements

The City of San Fernando and Project Team thanks all those who helped shape and develop the San Fernando Safe and Active Streets Plan.

Acknowledgments are in alphabetical order by first name.

San Fernando City Council

Antonio Lopez, Vice Mayor
Jaime Soto, Councilmember
Joel Fajardo, Councilmember
Robert C. Gonzales, Councilmember*
Sylvia Ballin, Mayor

San Fernando Transportation & Safety Commission

David Bernal, Commissioner
Dee Akemon, Vice Chair
Francisco Arrizon, Commissioner
Jennifer Perez, Commissioner
Rudy Trujillo, Chair*

San Fernando Department of Parks and Recreation

Ismael Aguila, Recreation & Community Services Director* (former)

San Fernando City Manager's Office

Brian Saeki, City Manager (former)*
Nick Kimball, Interim City Manager

San Fernando Department of Public Works

Chris Marcarello, Deputy City Manager/Public Works Director* (former)
Kenneth Jones, Management Analyst
Manuel Fabian, Civil Engineering Assistant II*
Maria Padilla, Office Specialist
Oskar Guzman, Intern*
Patsy Orozco, Civil Engineering Assistant II
Ying Kwan, Acting City Engineer (Willdan)

San Fernando Community Development Department

Fred Ramirez, Community Development Director (former)
Humberto Quintana, Associate Planner (former)

San Fernando Police Department

Anthony Vairo, Chief of Police*
Irwin Rosenberg, Sergeant

Los Angeles School Police Department

Elizabeth Lara, Sergeant

Funding Agency

California Department of Transportation (Caltrans)

San Fernando Library

Liana Stepanyan, Community Library Manager

St. Ferdinand Church

Father Juan Ayala, Pastor
Maria Calzada, Office Manager

St. Ferdinand Elementary School

Maricela Torres
Thomas A. Ambriz, Principal*

San Fernando Middle School

Amy Harrison Trinidad, Assistant Principal
Freddy Ortiz, Principal
Maria Nuno, Parent Center

San Fernando Institute for Applied Media

Grelia Vegas, Parent Center
Pearl Arredondo, Principal

San Fernando Elementary School

Maria Awakian, Principal*
Rosalinda Aceves, Parent Center

San Fernando Senior High School

Abraham Arriaga, San Fernando High School Mentors
Clifton Winnard, San Fernando High School Library
Kenneth Lee, Principal
Jeremy Lawrence, Assistant Principal

PUC Nueva Esperanza Charter Academy

Fidel Ramirez

Morningside Elementary School

Oliver H. Ramirez, Principal
Carole Ruiz, Parent Center

**Cesar Chavez Learning Academies
(ASE, ARTES, SJH, Teacher Prep)**

Tommy Elmore

Gridley Street Elementary School

Jill Imperiale, Principal
Juan Carlos Rodriguez, Parent Center

Los Angeles Unified School District

Andres Chait, Administrative Director of Operations, Local District Northeast
Darneika Watson, Administrative Director of Operations, Local District Northwest
Erin Hayes, Operations Coordinator, Local District Northeast
Mary Campbell, Elementary Instructional Director
Rhonda Sparks, Operations Coordinator, Local District Northeast

City of Los Angeles

David Somers, Los Angeles Department of City Planning
Tim Fremaux, Los Angeles Department of Transportation
Margot Ocañas, Los Angeles Department of Transportation

**Los Angeles County Department of
Public Health**

Claud Moradian, Service Planning Areas 1 and 2
Dr. Frank Alvarez, Area Health Officer, Service Planning Areas 1 and 2
Olga Vigdorichik, Health Program Analyst, Service Planning Areas 1 and 2

El Super

Lilia Rodriguez, Community Relations Manager

Technical Advisory Committee

Anita Zepeda, Vaughn NCLC
Cindy Montanez, TreePeople
Edwin Torres, PUC Schools
Leticia Frayre, O'Melveny Elementary School
Mary E. Mendoza, Vista del Valle Dual Language Academy
Max Podemski, Pacoima Beautiful
Megan McGarry, PUC Inspire Charter Academy
Odilia Jara, Social Justice Humanities Academy
Santiago Vides, Mission Continuation High School
Suzanne Llamas, Vaughn Next Century Learning Center
Thomas Ambriz, St. Ferdinand's School
Tommy Elmore, Cesar Chavez Learning Academy
Patricia Ochoa, Valley Care Community Consortium
Audrey Simons, San Fernando Community Hospital

Community Leaders

Beatriz Martinez	Lizbeth Espinoza
Benita Rivera	Maria de Los Santos
Cande Mona	Maria Reyes
Danza Mexica Cuathemoc	Maria Santos
Diane Haro	Olga Ornelas
Dorothy David	Onesimo Gonzales
Ema Fermin	Pablo David
Esmerelda Medina	Paloma Goytia
Esperanza Tarin	Rachel Perez
Francisca Roman	Raquel Munos
Jerry Haro	Ricardo Daniel
Jordani Juarez	Suzanna Llamas
Jose Romero	Teresa Rivera

International Walk to School Day Sponsors

El Super
Alta Dena Dairy
Sweetness Cupcakes and Cakes
Linda's Beauty Salon
Raspados Guanajal

Project Team

Los Angeles County Department of Public Health, PLACE Program

Chanda Singh, Policy Analyst
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Dana Stebbins
Hector Ramirez
Juliet Arroyo
Jorge Zarza
Sarah Boylan
William Imperial

Public Health Advocates

Alfred Mata
Paul David

2

Stakeholder Engagement

In order to develop a robust Plan reflective of community needs and values, the Project Team engaged the public in a variety of ways. The Project Team coordinated with City staff, the Transportation and Safety Commission, Recreation and Community Services Department, Los Angeles Unified School District principals, school liaisons, law enforcement, and community leaders. Engagement activities focused on reaching the community at large, as well as engaging key stakeholders one-on-one to learn about their experience walking and bicycling in San Fernando.



Outreach Strategy

This section explores the values, challenges and suggestions identified by the community. In order to reach disadvantaged communities and populations within San Fernando, the Project Team created and distributed bilingual brochures, flyers and fact sheets, and engaged predominately Spanish-speaking audiences at District English Learning Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) meetings. Food and childcare was provided at all workshops and events. Community outreach was conducted at local community events (such as the Spring Jamboree) and recreation classes, churches, and local senior centers. Spanish speaking staff and interpretation services were available at all engagement activities, and all materials were available in both Spanish and English. The Project Team also ensured engagement activities were held both north and south of the railroad tracks, which were identified as community barriers, to ensure broad representation.

Detailed feedback is included in Appendix A.

Engagement Activities

Individual meetings

The Project Team conducted interviews with school principals, liaisons, crossing guards, school police, and school administrators. These meetings were informal and aimed to gather information about active transportation and safe routes to school. The conversations focused on identifying challenges, highlighting existing policies, and brainstorming possible improvements to increase the number of people walking and bicycling to school. During the meetings, the Project Team collected preliminary data on challenges and asked for support in conducting future community engagement activities and events, such as public workshops.

The most commonly voiced concerns included unsafe student drop-off behavior, traffic congestion, speeding drivers, and drivers failing to yield to pedestrians. The table below summarizes key comments received during one-on-one meetings with community stakeholders.

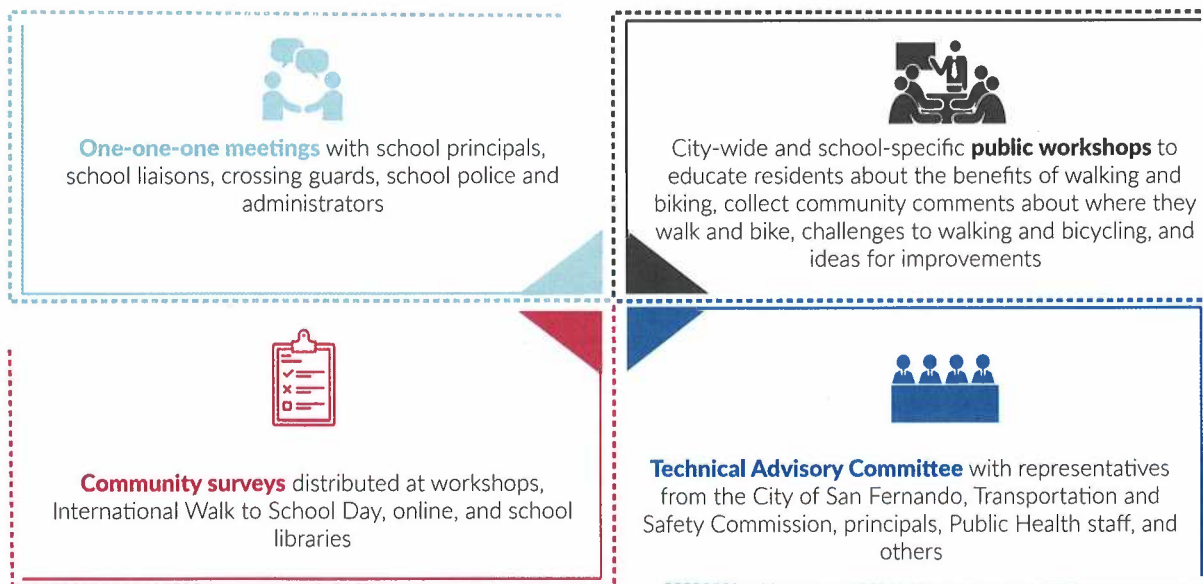


Table 1: One-On-One Meetings Log (ordered by date)

Who	Date	Location	Position	Comments
Carole Ruiz Oliver Ramirez	May 23, 2016	Morningside Elementary School	School Liaison Principal	School zone is not clearly defined Speeding and many conflict points due to cars accessing businesses Lack of signage informing drivers that they are entering school zone Major concerns with drop off and pickup location School has a valet program, bike racks and city-funded crossing guard
Santiago Vides	May 26, 2016	Mission Continuation School	Principal	Lack of pedestrian and bicycle safety programs on campus due to limited resources
Thomas Ambriz	May 27, 2016	St. Ferdinand Elementary School	Principal	Lack of marked crosswalks from school to church Traffic congestion on weekends, weekday mornings, and after school due to school and church Highly used parent-organized drop-off valet Volunteers are not always respected by parents; crossing guard is a school volunteer, retired parent
Tommy Elmore	June 7, 2016	Cesar Chavez Learning Academies	School Site Operations	Requested that restricted parking zone on Arroyo Ave be changed to head-in, diagonal parking
Freddy Ortiz Maria Nuno	June 9, 2016	San Fernando Middle School	Principal Parent Center Director	Incidents, near misses, and malfunctions involving train tracks crossing signal arms Drivers speeding and failing to stop on Brand Blvd Drop-off/pick-up zone congestion Illegal activity and drug paraphernalia found on San Fernando Mission Trail
Pearl Arredondo	June 9, 2016	San Fernando Institute for Applied Media	Principal	Drivers speeding and failing to stop Drop-off/pick-up zone congestion Illegal activity and drug paraphernalia found on San Fernando Mission Trail
Jill Imperiale	June 16, 2016	Gridley Street Elementary School	Principal	Lack of crosswalks on Lazard St and Eighth St Traffic congestion on Lazard St
Mary Awakian	June 22, 2016	San Fernando Elementary School	Principal	Traffic congestion on Mott St Drivers speeding and failing to stop on Mott St People crossing Mott St at unmarked locations Unsafe drop-off behavior
Mary Mendoza	August 11, 2016	Vista Del Valle Dual Language Academy	Principal	Traffic congestion on Eighth St and Bromont Ave during pick-up/drop-off times Lack of circulation and flow for vehicles Flooding around school during rainy season Illegal activity and paraphernalia found in Pacoima Wash Natural Park Request to have the red curb paint removed to create an official drop off zone on the San Fernando side of the school
Fidel Ramirez Heather Oshioaka	September 13, 2016	PUC Nueva Esperanza Charter Academy	Principal Assistant Principal	No cross walk on Fourth/ Hagar (only two way stop) and lacks visible school signs leading up to the intersection; students are encouraged to walk to Fourth/ Alexander High traffic volume due to court and municipal buildings Damaged sidewalks in the area Personal safety concerns including drug activity and lack of adequate lighting
Jeremy Lawrence	September 14, 2016	San Fernando High School	Principal	Congestion on Fox St and O'Melveny Ave before and after pick-up / drop-off Street Vendors cause additional congestion



Community-Wide Workshops

The Project Team organized bilingual workshops at community centers and local parks. The City, local businesses, community based organizations, school liaisons, faith-based and service organizations were asked to distribute flyers and information about the meetings through their communication networks. Elementary, middle and high schools sent flyers home with their students and recorded Connect-Ed messages to parents to encourage workshop attendance. All workshops were promoted and conducted in English and Spanish. The workshops intended to:

- **Education** and bring awareness of Safe Routes to School and Active Streets and how to provide input into the Safe and Active Streets Plan
- **Understand** the challenges, opportunities, and needs related to creating safe and active streets

- **Create** dialogue on barriers to walking and biking
- **Identify** tools to assess the community, including walkability and bikeability audits
- **Involve** additional community leaders and determine strategies to engage all segments of the community to maximize community participation
- **Encourage** participants to assist with school site observations and develop infrastructure recommendations to improve safe walking and bicycling to schools

Table 2: Workshops Log

Event	Date	Location	Approximate Number of People Reached	Childcare Provided?	Interpretation Provided?
Community Workshop #1	April 20, 2016	Recreation Park	7	Yes	Yes-Bilingual speakers and materials in Spanish
Community Workshop #2	April 21, 2016	Las Palmas Park	14	Yes	Yes-Bilingual speakers and materials in Spanish



The community workshops offered background information on safe and active streets, highlighted existing conditions in San Fernando, and provided a space for participants to discuss. Workshop attendees learned about the link between transportation planning and public health, history and background on the Safe Routes to School movement, and the characteristics of a safe and active street. Attendees participated in small group exercises and were asked to identify areas in the city that make it challenging to safely walk or ride a bicycle. Many participants voiced their concerns regarding:

- High speeds on residential streets, major arterial streets, and near schools
- Low visibility, lighting to improve pedestrian visibility
- Unsafe or broken sidewalks
- Need for additional signage

Participants provided the following comments:

Intersections

- Walking on Brand Blvd., crossing Glenoaks Blvd.
 - » Feels dangerous to cross due to high vehicle speeds and narrow sidewalks
- Walking on Arroyo Ave., crossing Glenoaks Blvd.
 - » Feels dangerous to cross due to high vehicle speeds, and narrow and broken sidewalks

Landmarks

- Swap Meet between Glenoaks Blvd. and Arroyo Ave.
 - » Traffic, vehicle congestion
- Recreation Park
 - » Needs slower speeds
 - » Needs more visible signage near crosswalk
 - » Needs more police patrolling
- Park on Hollister St. and Carlisle St.
 - » Observed evening public intoxication

Corridors

- Brand Blvd.
 - » Feels unsafe for students walking between Eighth St. and Glenoaks Blvd. due to broken streets/sidewalks, high speeds, and construction
 - » Blind spot between Mott St. and Kewen St.
 - » High speeds
 - » Broken streets between Glenoaks Blvd. and Eighth St.
- Glenoaks Blvd.
 - » High speeds
 - » Feels unsafe for pedestrian crossing

Schools

- Cesar Chavez Learning Academies students feel unsafe crossing Glenoaks Blvd. due to narrow streets and high speeds
- San Fernando Elementary School needs more lighting



School-Site Workshops

Workshops were held at six school sites selected in collaboration with school principals, school and public safety staff and school liaisons. City, local businesses, community-based organizations, school-based liaisons, faith-based and service organizations were asked to distribute flyers and information about the meetings through their communication networks. Elementary, middle and high schools sent flyers home with their students and recorded Connect-Ed message to parents. The desired outcomes for these workshops were similar to the public workshops, except with an additional focus on the role of the school community.

The School-Site workshops offered background on safe and active streets, highlighted community feedback shared at community workshops #1 and #2 about existing conditions in San Fernando, and provided a space for participants to discuss

concerns and recommendations for increasing walking and bicycling citywide. The agenda for these workshops included:

- An icebreaker activity
- Presentation about model safe route to school programs, street and intersection design concepts, and potential changes to the drop-off and pick-up procedures
- Review of potential non-infrastructure programs (education, encouragement, enforcement and evaluation)
- Identification of common routes to school through a mapping exercise
- Walk audit to assess school grounds and mapping exercise to record the barriers

Table 3: Workshops Log

Event	Date	Location	Approx. Number of People Reached	Childcare Provided?	Interpretation Provided?
Safe & Active Streets Workshop	September 13, 2016	San Fernando Middle School	17	No, but children welcome	Yes-Bilingual speakers and materials in Spanish
Safe & Active Streets Workshop	September 14, 2016	Cesar Chavez Learning Academies	25	No, but children welcome	Yes-Bilingual speakers and materials in Spanish
Safe & Active Streets Workshop	September 15, 2016	Gridley Elementary School	16	No, but children welcome	Yes-Bilingual speakers and materials in Spanish
Safe & Active Streets Workshop	September 20, 2016	Morningside Elementary School	14	No, but children welcome	Yes-Bilingual speakers and materials in Spanish
Safe & Active Streets Workshop	September 21, 2016	St. Ferdinand Elementary School	12	No, but children welcome	Yes-Bilingual speakers and materials in Spanish
Safe & Active Streets Workshop	September 22, 2016	San Fernando Elementary School	18	No, but children welcome	Yes-Bilingual speakers and materials in Spanish

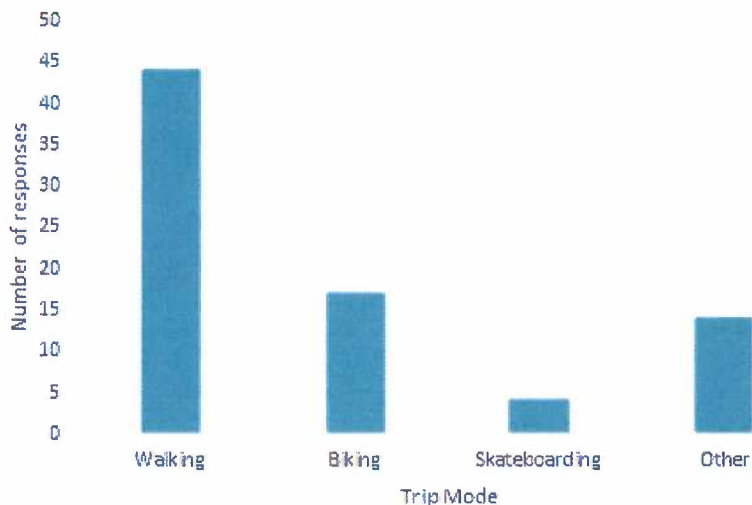


Community Survey

From November 1 through December 31, 2016, the Project Team distributed English and Spanish paper surveys at all engagement events and key locations throughout the city, including City Hall, schools and parks. The survey intended to gauge attitudes and identify needs related to walking, bicycling, healthy eating and active living in San Fernando. Ultimately, the Project Team collected and analyzed 64 surveys. The survey data is summarized below, with specific concerns highlighted in the “Key Lessons Learned” section.

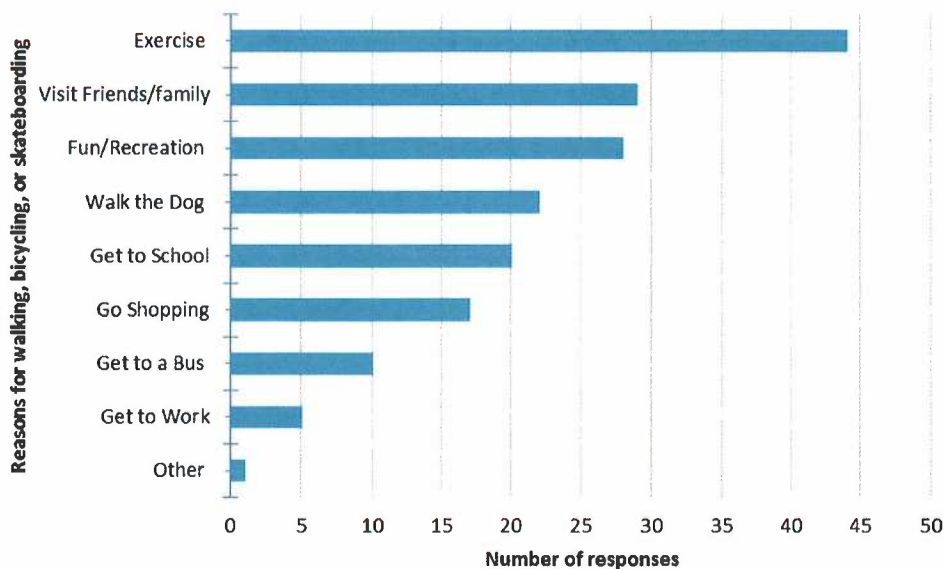
Survey participants shared their primary mode of transportation, detailed in the chart below.

Figure 1: Safe and Active Streets Survey – I make TRIPS by



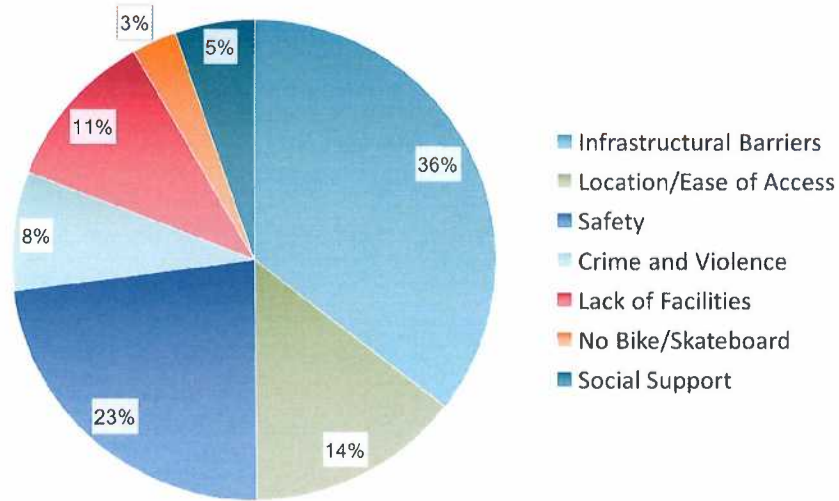
Participants were also asked to provide information on why they walk, bike or skateboard. The top three responses for using active transportation included exercising, fun/recreational activities or to visit friends and family members.

Figure 2: Safe and Active Streets Survey – Why do you walk, bike, or skateboard?



Participants also identified barriers to walking, bicycling, and skateboarding. Over 1/3 of participants faced difficulty in traveling by walking, bicycling, or skateboarding due to infrastructure barriers such as deteriorated street/sidewalk conditions, inadequate street lighting, and overall lack of street maintenance (including cleanliness). Other barriers included safety concerns regarding traffic speed and volume of car traffic.

Figure 3: Safe and Active Streets Survey – What makes it hard to get around by walking, bicycling, or skateboarding?



Survey participants were also asked to self-report areas in the City that are in need of improvements, such as street intersections, landmarks or points of interest. Several participants identified:

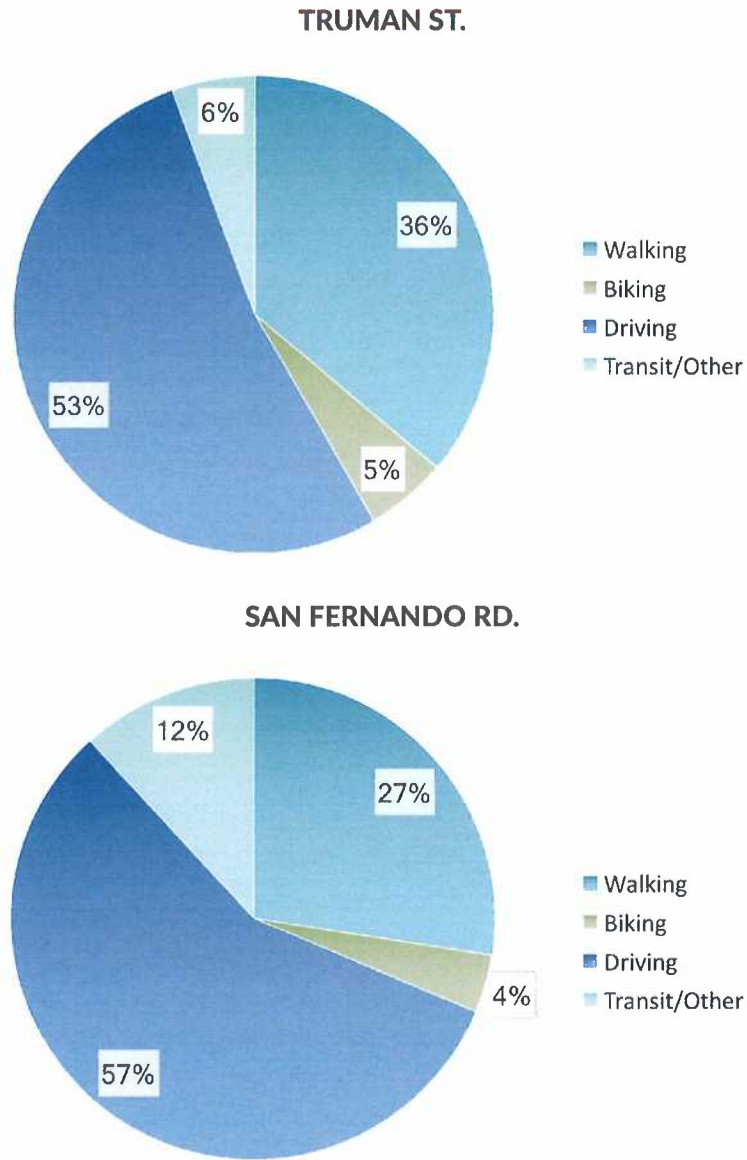
- Hubbard Ave. and San Fernando Rd.
- Hubbard Ave. and Glenoaks Blvd.
- Glenoaks Blvd. and Maclay Ave.
- Parks
- Schools



Business Survey

Urban Design students from California State University, Northridge (CSUN) distributed surveys to business owners from November 1, 2016 to December 31, 2016. This Business/Commerical Zone Survey intended to gauge perception and attitudes about active transportation from the business-owner perspective and identify potential improvement opportunities. CSUN students collected and analyzed 61 surveys from 26 businesses located along Truman Street and San Fernando Road. Business owners were asked to share their perception on how most customers get to their business.

Figure 4: CSUN Business Survey- Truman St. vs. San Fernando Rd.



Businesses on Truman Street and San Fernando Road perceive driving to be their customers' primary mode of transportation, followed by walking. Survey participants also shared interest in seeing more improvement to local infrastructure, including streets, sidewalks and lighting. The Business/Commercial Zone Survey shared similarities with the Community Survey in their prioritized improvements to the community.



Technical Advisory Committee

The Technical Advisory Committee (TAC) is comprised of:

- Community leaders from local service agencies, non-profits, schools, religious centers and community groups
- City staff
- City leadership (Mayor, Commissioners)

The purpose of the TAC is to provide more in-depth feedback on the Plan's content and guide the structure of the Plan. TAC meetings aimed to engage key stakeholders, establish guiding Plan principles, identify problems, and discuss proposed strategies to increase walking and bicycling citywide.

Figure 5: Technical Advisory Committee Meeting #1



Over the course of the Plan's development, the Project Team facilitated three TAC meetings:

- **Meeting 1** – Identify shared values, key destinations, and problems that the Plan should address
- **Meeting 2** – Provide feedback on the Plan's Vision, Goals and Measures, review existing conditions analysis, and guide community engagement
- **Meeting 3** – Provide feedback on proposed recommendations and guide next steps for Plan implementation

The TAC's feedback is incorporated into the "Key Lessons Learned" section below as well as throughout the document.



International Walk to School Day

The Project Team organized a citywide International Walk to School Day event on October 5, 2016 (Figure 6). International Walk to School Day celebrates walking to school by creating a fun, community atmosphere to walk to school together. Parents and students gathered at El Super in the morning to participate in a physical activity break, learn about safe walking and bicycling, and then head to school together. Over 200 students and parents participated. Organizing parents and school administrators around International Walk to School Day provided a direct tie-in to the Plan and planning process.

Figure 6: International Walk to School Day Event



Spring Jamboree

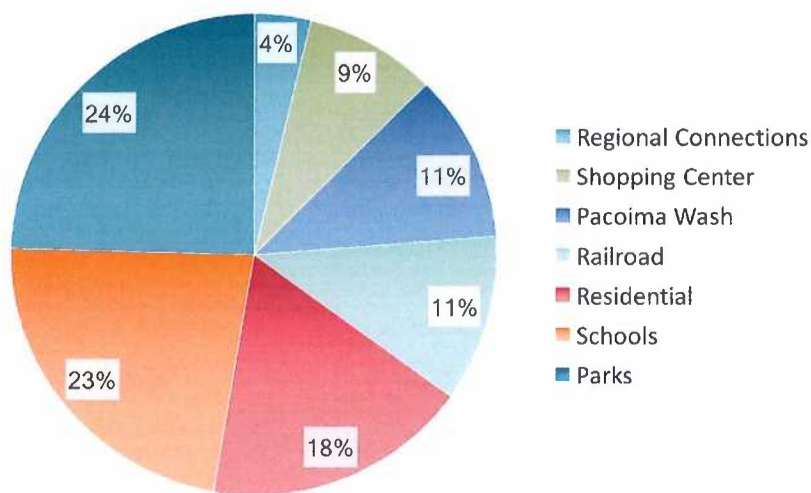
The Project Team attended a community event to engage residents and stakeholders in a final discussion and prioritization exercise for the draft Plan’s recommendations. Two maps were on display, including the proposed bicycle network and proposed intersection improvement locations. The Project Team used the maps to generate discussion around the importance citywide safety improvements.

Approximately 160 people participated in the interactive prioritization exercise. Participants were asked to vote on the following question “Where do you want to see improvements first?”

The key destinations included the railroad, parks, schools, regional connections, residential streets, shopping centers and the Pacoima Wash. The categories of destinations were based on prior community engagement activities, where the community stated where they wanted to walk and bicycle. The community ranked parks, schools and residential streets as their top three priorities. Participants were invited to an additional training to support the Plan’s adoption (described below).

Figure 7: Activity Summary

WHERE DO YOU WANT TO SEE IMPROVEMENTS HAPPEN FIRST?



During the post-Jamboree training, the Project Team encouraged community members to share their personal connections and stories about walking and bicycling in San Fernando. The Project Team highlighted important themes and recommendations of the Plan, and assisted community members in drafting talking points for future Council and Commission meetings.

Figure 8: Post-Jamboree Training



Cesar Chavez Learning Academies Photovoice

Pacoima Beautiful is a community-based organization and city partner that works with youth to generate discussion surrounding environmental change in the community through weekly meetings and on-campus school clubs. Diego Ortiz, Youth Coordinator at Pacoima Beautiful, works with youth at Cesar Chavez Learning Academies (CCLA) to discuss environmental issues in their communities and on campus. The group is called "Imagine Green," and their interest in walking and bicycling has generated discussion on how transportation influences the environment and how built environment barriers influence their ability to walk and bicycle.

Students shared personal stories of walking and bicycling in their community during weekly meetings. Common themes included high speed of vehicles, lack of bikeways, incomplete sidewalks, and poor road conditions. A group of five student representatives from "Imagine Green" used photovoice as a platform to document what they considered to be important aspects to active transportation in the community. The photos below highlight some of the most pressing challenges students face in their commute.



Figure 9: CCLA Photovoice Boards



"Along Arroyo Avenue near our high school there are streets with no sidewalks."



"Many of the streets we encounter need improvements. Improvements would make it safer for students walking to and from school."



"Large trucks are common in our neighborhood, especially near our school. Walking along a truck can make a street feel unsafe."



"Wide streets with no crosswalks make it difficult to cross when trucks and cars speed by. They also make it hard to skate."

Figure 10: CCLA Boards up at Spring Jamboree, 2017



The project was on display at the Spring Jamboree event for the public to view and comment. Students' photographs highlighted some of the existing conditions in the City and encouraged discussion among community members. The project also acknowledged and elevated the experience of San Fernando youth.



Key Lessons Learned

Community Values

During workshops and community activities, participants were asked "what is your favorite childhood memory of how you traveled to school and how did you feel at the time?" The question is designed to set a conversational, comfortable tone, help people connect to the project, and get to know one another.

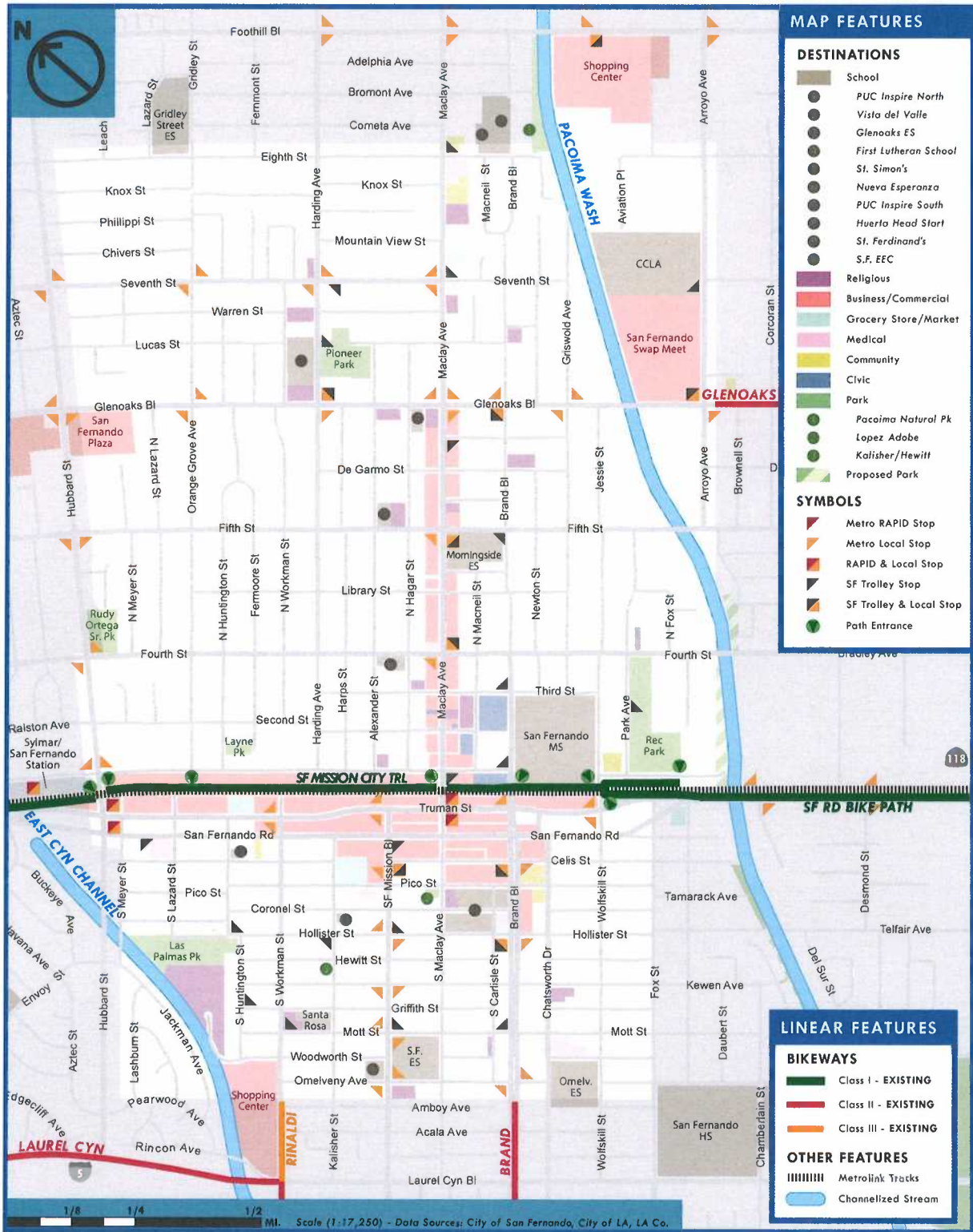
Participant responses highlight connections and strong values around walking and bicycling. The majority of participants stated that they walked to school, either or alone or in a group, with only a handful traveling by car or public transportation. Many memories involved participants enjoying nature, residential areas, stopping for hot food, bread and snacks at local store along route, and social interactions during their walk. Participants valued the ability to enjoy their experience without fear of traffic issues. Participants that felt fearful during their walk attributed their fears to long distances or specific safety concerns (e.g. homeless, persons along route) or perceived concerns (abandoned homes or trash along route). The participants that were driven to school discussed safety concerns from parents or mentioned that their parents worked and dropped them off on way to work for convenience and peace of mind. The themes that summarize the values expressed during outreach included:

- Spending time outdoors
- Feeling safe in the community
- Access to nature, open space and car free areas

These values help shape the vision and priority for creating infrastructure and programs identified in this Plan. The following map is a compilation of key community destinations gathered during outreach.



Map 1: Destinations Identified by Stakeholders



Challenges to Walking and Biking

The Project Team gathered feedback about challenges to walking and bicycling across all activities, focusing on both the needs of those who already walk or bicycle and those that would like to walk or bike, but do not currently do so. Concerns also included personal safety due to dangerous driving behaviors (e.g. speeding, unsafe turn maneuvers, etc.). During field observations, the Project Team observed many students and families in cars waiting in long lines to enter the school drop-off zone or being dropped off mid-block to avoid waiting in lines.

The general **school site-specific** challenges identified across all engagement activities included:

- Speeding due to a rush in the morning to get to school or work - creating unsafe conditions and congestion
- Parents taking the fastest routes to drop off students in the morning, which is not always the safest; some parents disobey traffic lights
- Drivers not yielding to people walking or bicycling
- Sidewalks that are narrow, broken, missing sections and in need of repair
- Bus drop-off locations with challenging access to a walkway
- Lack of law enforcement around school site
- Lack of street lighting at intersections for children attending after-school/early evening programming
- Students avoid areas known to have homeless, stray dogs, mentally ill and intoxicated persons
- Lack of bike lanes and facilities around school sites

The general **community-wide challenges** identified across all engagement activities included:

- Issues with traffic signal synchronization that creates delays, specifically along Brand Blvd.
- Lack of law enforcement around city
- Intoxicated individuals in the vicinity of the San Fernando Mission Trail
- Lack of marked pedestrian crossings and flashing stop signs at major intersections including along Brand Blvd. and O'Melveny Ave.
- Short pedestrian phases at signalized intersections
- Lack of pedestrian gates at railroad track crossings
- Old or missing bus shelters and benches
- Concerns due to homeless, stray dogs, mentally ill and intoxicated persons
- Lack of bike facilities
- Good bike share option, central locations, incentives (such as logging miles on bike)
- Lack of bikeways in front of schools
- Improvements needed on the San Fernando Mission Trail, such as adding rest areas, shade, greenery, informational placards with history, cameras, and enhanced safety
- Lack of continuous bike lanes on Brand Blvd; they end abruptly at the Los Angeles-San Fernando border
- Traffic concerns adjacent to the Swap Meet



San Fernando stakeholders were also invited to identify specific locations of concerns or opportunities; these are identified in the table below:

Table 4: Location Specific Challenges and Opportunities

Streets/Intersections	Concerns
First St. and Harding St.	Lacks visibility at night
Brand Blvd. (between Glenoaks Blvd. and Eighth St.)	Speeding drivers
	Broken streets
Brand Blvd. (between Mott St. and Kewen St.)	Blind spot
Celis St. (between Meyer St. and Workman St.)	Speeding drivers
Glenoaks Blvd.	Speeding drivers
Hollister St.	Speeding drivers
	Broken sidewalks
Hollister St. and Carlisle St.	Incidents of public intoxication
Huntington St.	Speeding drivers
Kalisher St.	Broken sidewalks
Orange Grove Ave. and Fourth St.	Lack of wheelchair access



Appendix A – Notes from Workshops

SRTS Workshop #1 Notes

Meeting date and time:	September 13, 2016, 8-10:30am
Meeting location:	San Fernando Middle School
Meeting called by:	City of San Fernando
Purpose:	Safe and Active Streets Plan
Facilitator(s):	See Attached Agenda
Note taker:	EBA Team
Attendees:	See Attached Sign-In Sheet

Discussion

1. Welcome: Evan Brooks Associates facilitated the workshop, presented project team and overview of Safe and Active Streets Plan:

- City of San Fernando: Chris Marcarello, Deputy City Manager/Public Works Director, Brian Saeki, City Manager
- EBA: Juliet Arroyo, Senior Planner, Jorge Zarza, Associate Planner, Hector Ramirez, Administration Christina Cardenas, Project Manager
- LA County Department of Public Health: Nico Linesch, Transportation Planner, & Chanda Singh, Policy Analyst, PLACE Program
- LA Police: Liz Lara, Ana Kegeyan
- LAUSD: Jose Castelo
- PHA: Alfred Mata, Project Manager, Paul David, Project Coordinator

2. Icebreaker: How have you been involved in the past and why did you come to the meeting?

3. Mapping Activity: Participants were provided aerial maps and invited to indicate their primary route to school (via walking, car or bike).

4. Walking Tour: Participants walked the perimeter of school grounds with consultant team to discuss:

- Biggest barriers to dropping off/picking up students at school
- Biggest barriers to walking/biking to school
- Other challenges: Parking, traffic, speeding, safety, etc.
- School site design solutions to barriers
- Community wide barriers to walking and biking
- School and community wide opportunities to support walking and biking



The following comments were taken from sticky notes and group conversations at end of meeting/
Mapping Exercise:

General Comments

- School buses – need to qualify
- Bike share good option, central locations, incentives (log miles on bike)
- Class II Bike – place in front of school, drivers to respect peds and parking
- Class I Bike Path on Rail line – improve, rest area, shade, green, marker with history, cameras, safety
- Bike lane on Brand Blvd in City of LA ends abruptly in City of San Fernando
- City Trolley – good option for students, can circle City more often, better schedule and stops
- Parked cars block views, red curbs would help
- Signals are not synchronized (Truman/Wolfskill)
- Brand Blvd. and other major streets should have bike lanes
- Police bike patrol on bike path would help
- Need incentive to bike and walk and take transit
- Protected bike lanes on Brand and Mission would help, place on busy streets
- No walking paths in the City
- Not a lot of options for walking
- Trolley Stop – pilot program (try free rides), increase frequency, improve route, doesn't go south
- San Fernando to Burbank – open streets
- Crime, residential burglaries during day, criminals mark territory to target
- Trees and benches, eyes on pedestrian network
- Need safety along Pacoima Wash
- San Fernando is a small city – problem is cars keep circulating around City

- Synchronize lights at Wolfskill at Truman Ave. -- This intersection receives heavy volumes of traffic and is tricky for navigating as a pedestrian
- Consider advertising the Trolley (it stops right in front of the school) and other forms of public transportation to the students or having a subsidized rate program for the students.
- Traffic around the Swap Meet is an issue

Location Specific

- The drop off zone in front of the school along Brand is not big enough and gets backed up as far as the train tracks in the morning
- The path along the side of the school is not safe to walk on, parents advise their kids to take alternate routes that do not use the path.
- The rear gate on Jessie is only open for leaving school in the afternoon, some parents would like to have their kids be able to enter the school there in the morning.
- Risky drop offs
- No valet program
- No designated drop off zone
- Unsafe walking paths
- Dogs off-leash
- Traffic not giving pedestrians the right of way
- Narrow sidewalks
- Broken sidewalks
- Mission City Trail is unsafe
- High transient / homeless population occupies the trail
- Drug use is known to occur along the trail
- Parents do not feel it is a safe route to school



Comments from Table Discussion

Citywide

- City needs to synchronize traffic signals along Brand Blvd and Wolfskill St.
- Major traffic on Brand Blvd (San Fernando Middle School) morning and after school
- City police needs to patrol around school site
- Intoxicated people hanging out in bike path along near south of school site.

Drop-off Zone

- School needs to provide appropriate drop-off zone. Possible drop-off at rear exiting school gate along Jessie Street.
- Police Patrol
- Have police do random morning patrol at each school. Parents will follow rules and create good habits.

Walking Safety

- Parents have concern with morning traffic along Brand Blvd.
- Intoxicated people hanging out in bike path along near south of school site.

Barriers to Walking

- City needs to add more traffic patrol around schools site.

Biking

- No comment.

Street Sign

- City needs to add red curb and no drop-off sign along front of school site and encourage parents to use side streets to drop-off.

Mid-Block Crossing

- Add proper Mid-Block Crossing to allow for pedestrians to cross safely along Brand Blvd.

Lighting

- Add better lighting along the vicinity of the school site.

Skateboarding

- No comment.

Traffic Signal

- City needs to synchronize traffic signals along Brand Blvd and Wolfskill St.

Pedestrian Traffic Signal

- Add proper Mid-Block Crossing to allow for pedestrians to cross safely along Brand Blvd.



SRTS Workshop #2 Notes

Meeting date and time:	September 14, 2016, 8-10:30am
Meeting location:	Cesar Chavez Learning Academies
Meeting called by:	City of San Fernando
Purpose:	Safe and Active Streets Plan
Facilitator(s):	See Attached Agenda
Note taker:	EBA Team
Attendees:	See Attached Sign-In Sheet

Discussion

1. Welcome: Evan Brooks Associates facilitated the workshop, presented project team and overview of Safe and Active Streets Plan:

- City of San Fernando: Chris Macarello, Deputy City Manager/Public Works Director, Brian Saeki, City Manager
- EBA: Juliet Arroyo, Senior Planner, Jorge Zarza, Associate Planner, Hector Ramirez, Administration Christina Cardenas, Project Manager
- LA County Department of Public Health: Nico Linesch, Transportation Planner, & Chanda Singh, Policy Analyst, PLACE Program
- LA Police: Liz Lara, Ana Kegeyan
- LAUSD: Jose Castelo
- PHA: Alfred Mata, Project Manager, Paul David, Project Coordinator

2. Icebreaker: How have you been involved in the past and why did you come to the meeting?

3. Mapping Activity: Participants were provided aerial maps and invited to indicate their primary route to school (via walking, car or bike).

4. Walking Tour: Participants walked the perimeter of school grounds with consultant team to discuss:

- Biggest barriers to dropping off/picking up students at school
- Biggest barriers to walking/biking to school
- Other challenges: Parking, traffic, speeding, safety, etc.
- School site design solutions to barriers
- Community wide barriers to walking and biking
- School and community wide opportunities to support walking and biking



The following comments were taken from sticky notes and group conversations at end of meeting/ Mapping Exercise:

General Comments

- Different start times
- Kids pick the quickest ways to school
- Underpass Glenoaks Blvd, Freeway 118, group of homeless people
- Idea of wash, back of school, date, petition district as entrance
- Challenge, all sides of school, are in private adjacent ownership
San Fernando and Sylmar are the neighborhoods for this school permission for a pilot program
- Concerns with crime, registered sex offenders, drugs at park
- Volunteers, need to check background
- Bus stops, Arroyo and Glenoaks
- Missing sidewalks are a high priority

Location Specific

- Glenoaks Blvd/ Arroyo Ave needs a protected left turn onto Glenoaks Blvd. When large trucks are coming along Arroyo Ave from Foothill Blvd towards Glenoaks Blvd and want to turn onto Glenoaks Blvd to get to the 118 Freeway it can be only one truck getting through to turn left per light. Tommy Elmore recommends that there be a permissive left turn phase for this signal.
- The school successfully worked with the city to change the road striping plan to include additional parking on the west side of Arroyo Ave (school side) between the school and Eighth Street. The converted parking was aimed to relieve stress on the school lot and it fills up every day.
- We visited the school garden in the back of the school along the Pacoima Wash. Mr. Elmore wants to see this as an entrance to the school once the Wash project gets built.

- The students who walk on Arroyo Ave between the school and Foothill Blvd only have one sidewalk which is on the east side of the street, the far side from the school. If they choose to not use that sidewalk they walk either in the road, on an uneven grassy parkway, or through the private parking lot in front of Fresh & Ready Foods. The school often receives complaints from Fresh & Ready Foods about students using their private property lot. Walking through this lot provides a direct path through to the Sam's Club Mall.
- For the students who live on the opposite side of the 118 Freeway, parents are concerned about having their kids walk through those under crossings as there are homeless encampments there.
- One of the mothers who lives near Vaughn / Foothill (half a mile away) always drives her kids to the school, she doesn't think it is safe for them to walk due to mobile homes, debris on the road, and homeless activity.
- The Glenoaks underpass under 118 Freeway is particularly unsafe, so says one parent.
- The bus shelters provide no shade, and long wait times. One of the counselors notices the students shielding themselves from the sun with their books, the bus stops need better amenities, particularly along Arroyo Ave and near the school.
- One parent talked for about five minutes (she is also staff at Valle Del Vista Academy) about how there are sex offenders that live all around the area. She screens volunteers and staff who come to work at her school so she has looked closely at the map of where sex offenders live and this is very worrying to her about letting her kids walk alone to school, so they drive every day.
- Pioneer Park & Pacoima Wash Natural Park are a known place for drug activity. Sometimes the teachers have found drug paraphernalia in both of these parks.
- There is an issue of not reporting incidents, such as muggings and car collisions. The community has many people who are not documented so they often times will not report incidences.



- Residents are skeptical that resources are dedicated towards improving environments at schools
- City Council has “promised” improvements “but nothing has happened”.
- Public transit bus stations around the schools do not provide shade relief for students during hot sunny days
- Pacoima Wash
- Parents feel that the Pacoima Wash is unsafe
- Homeless / transient community occupies the trail
- Gang activity is known to happen along the trail
- Drug use is known to occur along the trail
- Pilot program – Eighth Street entrance to encourage student use of the Pacoima Wash
- Reducing the length of red curb striping along Arroyo Ave allows for parents to drop off students
- Volunteers need to be screened to make sure children are not put in harm’s way

Comments from Table Discussion

Citywide

- Parents take the fastest routes to drop off students in the morning, not always the safest.
- Outside students take the fastest, dangerous routes, Glenoaks Blvd at 118 Freeway
- Some students attending San Fernando Schools live outside San Fernando: Live in Pacoima and travel along Van Nuys Boulevard

Vista del Valle School:

- Problems with Red Curb and no drop off zone. (Nico spoke with principal about issue)
- No access to Eighth Street to drop off
- City police needs to patrol school sites.

Drop-off Zone

- School needs to add second drop-off zone. Possible second drop-off in staff parking lot.
- Need parents to volunteer and help with drop-off.

Police Patrol

- Have police do random morning patrol at each school. Parents will follow rules and create good habits.

Walking Safety

- City needs to install sidewalks along Arroyo Ave between Foothill Blvd and school site.

Barriers to Walking

- Morning drivers not following traffic signal rules and running red lights.

Biking

- No comment.

Street Sign

- City needs to update street signs.

Mid-Block Crossing

- Add proper Mid-Block Crossing in front of school along Arroyo Ave to allow for pedestrians to cross street safely.

Lighting

- No comment.

Skateboarding

- No comment.

Traffic Signal

- City needs to update intersection signals.

Pedestrian Traffic Signal

- Add proper Mid-Block Crossing in front of school along Arroyo Ave and update intersection signals.



SRTS Workshop #3 Notes

Meeting date and time:	September 15, 2016, 8-10:30am
Meeting location:	Gridley Street Elementary School
Meeting called by:	City of San Fernando
Purpose:	Safe and Active Streets Plan
Facilitator(s):	See Attached Agenda
Note taker:	EBA Team
Attendees:	See Attached Sign-In Sheet

Discussion

1. Welcome: Evan Brooks Associates facilitated the workshop, presented project team and overview of Safe and Active Streets Plan:

- City of San Fernando: Chris Macarello, Deputy City Manager/Public Works Director, Brian Saeki, City Manager
- EBA: Juliet Arroyo, Senior Planner, Jorge Zarza, Associate Planner, Hector Ramirez, Administration Christina Cardenas, Project Manager
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- LAUSD: Jose Castelo
- PHA: Alfred Mata, Project Manager, Paul David, Project Coordinator

2. Icebreaker: How have you been involved in the past and why did you come to the meeting?

3. Mapping Activity: Participants were provided aerial maps and invited to indicate their primary route to school (via walking, car or bike).

4. Walking Tour: Participants walked the perimeter of school grounds with consultant team to discuss:

- Biggest barriers to dropping off/picking up students at school
- Biggest barriers to walking/biking to school
- Other challenges: Parking, traffic, speeding, safety, etc.
- School site design solutions to barriers
- Community wide barriers to walking and biking
- School and community wide opportunities to support walking and biking



The following comments were taken from sticky notes and group conversations at end of meeting/ Mapping Exercise:

General Comments

- Rush in the morning
- Kids don't walk
- Parent behavior
- Families have kids that go to this and siblings to other schools
- Hitting curb which is not painted
- Public works construction – bulb outs
- Speed bumps in front
- Pedestrian crosswalks
- Safety issue – potholes
- A lot of cars
- No painted
- Blocking at right turns
- Distracted drivers
- Intersection lighting flashing lights
- Biggest issue, parents are the problems, are in a rush and don't pay attention
- Drop off, staggered times
- Gate open, time blocked
- Should change back to former
- Older parents pick up
- Then police officers are there, better behavior
- Teacher training
- Parents park in red, block access
- Principal need to show her face more often
- Parents should get together
- Parents to volunteer, school should have a structure
- Bulbouts are inappropriate for this location

Location Specific

- Crossing Guard comment: Need flashing stop signs; Need to paint curbs; Need parents to follow rules

- City should do better planning during construction to mitigate problem with traffic and pedestrian crossing during construction.
- Parents should get notified on construction around school site.
- School needs to have all Gates open on time for morning drop off and after school pickup.
- School site needs to create more parent volunteer groups to help with other gates.
- School principal/vice principal need to do a morning and after school walk around the school to do observation and encourage good behavior.
- School needs to encourage parents to park vehicle and walk the students to school gates.
- Parents are dropping off on red curb and creating a problem for school buses to park and drop off along the front of school on Eighth Street.
- Additional financial resources are needed to fund more crossing guards at school site.
- School site needs more police patrol to enforce parents not to drop off at red curb.
- School needs to allow new drop off zone in existing staff parking lot along the front of school and move staff parking to rear of school.

Comments from Table Discussion

- Invite principal to get more involved to meet parents
- There is lack of supervision by school administrators
- Parent volunteers need to participate more and voice concerns to principal
- Current staff are not Spanish speaking
- Parents should have better communication and good coordination.
- School should hire staff to keep school site safe.
- School staff should talk to police about more patrol at school site in the morning and afternoon.
- Paint all existing and new curb along the front of school and side street.
- Open more gates (3 and 4) in the morning for drop off and get more parents to volunteer



SRTS Workshop #4 Notes

Meeting date and time:	September 20, 2016, 8-10:30am
Meeting location:	Morningside Elementary School
Meeting called by:	City of San Fernando
Purpose:	Safe and Active Streets Plan
Facilitator(s):	See Attached Agenda
Note taker:	EBA Team
Attendees:	See Attached Sign-In Sheet

Discussion

1. Welcome: Evan Brooks Associates facilitated the workshop, presented project team and overview of Safe and Active Streets Plan:

- City of San Fernando: Chris Macarello, Deputy City Manager/Public Works Director, Brian Saeki, City Manager
- EBA: Juliet Arroyo, Senior Planner, Jorge Zarza, Associate Planner, Hector Ramirez, Administration Christina Cardenas, Project Manager
- LA County Department of Public Health: Nico Linesch, Transportation Planner, & Chanda Singh, Policy Analyst, PLACE Program
- LA Police: Liz Lara, Ana Kegeyan
- LAUSD: Jose Castelo
- PHA: Alfred Mata, Project Manager, Paul David, Project Coordinator
- Biggest barriers to walking/biking to school
- Other challenges: Parking, traffic, speeding, safety, etc.
- School site design solutions to barriers
- Community wide barriers to walking and biking
- School and community wide opportunities to support walking and biking

2. Icebreaker: How have you been involved in the past and why did you come to the meeting?

3. Mapping Activity: Participants were provided aerial maps and invited to indicate their primary route to school (via walking, car or bike).

4. Walking Tour: Participants walked the perimeter of school grounds with consultant team to discuss:

- Biggest barriers to dropping off/picking up students at school



The following comments were taken from sticky notes and group conversations at end of meeting/ Mapping Exercise:

General Comments

- Driver behavior
- Not enough (or any) enforcement
- Distracted drivers -cell phones
- No “respect” or do not listen
- Safest place to walk and bike is at Pioneer Park
- Ideas for this school – Maclay Ave – large
- Address Morningside Court – small kids are on that side
- School needs to purchase bike racks
- Valet – ongoing for past three years
- Need to recognize location along Maclay Avenue

Citywide

- City needs new pedestrian crossing at Brand Blvd and O’Melveny Ave.
- City needs to add flashing stop sign at Brand Blvd and Fifth Street
- Major traffic on Maclay Avenue (Morningside Elementary School) morning and after school hours.
- City police needs to patrol school sites.

Location Specific

- Maclay and Brand traffic valets are often disrupted by through traffic.
- Sidewalk is often blocked by traffic valet on Maclay Ave near Morningside.

- Recommendation that police issue citations for double parking or otherwise illegally parked vehicles during school drop off hours.
- Creation of “relief zone” on Brand Blvd to take pressure off of other valet zones.
- Restructure the arrival and departure gates to decrease sidewalk congestion and also improve drop-off/ pickup during peak traffic times.
- Crossing guard indicated that Maclay Ave is congested during morning and afternoon bell times and many drivers disregard the traffic light at Fifth/ Maclay. She suggested that school police should be more involved during these times and that police visibility could serve as a deterrent for speeding, illegal turns, double parking and other dangerous driving practices.
- Several community members appreciate the bike path that runs east/west along Maclay St. between First toward Foothill Blvd. They agree that this path provides a buffer zone between pedestrians and vehicle traffic.
- Several parents stated that they have multiple school drop-offs due to having children in different schools in the area.
- Morningside Elementary School has an assigned crossing guard stationed at Maclay St/Fifth. They have petitioned for an additional guard to assist with valet and directing children from the valet zone to their respective gates. Parent volunteers have provided relief in the meantime.



The intersections presenting the greatest concern for community members are as follows:

- A. Brand Blvd/ O'Melveny Ave: poor crosswalk visibility. — Remedy Desired: Reflectors on crosswalk, high visibility paint.
- B. First St/Brand Blvd: — Remedy Desired: Reflectors on crosswalk, high visibility paint
- C. Brand Ave/ San Fernando Road: This has been described as a high volume crossing point for students — Remedy Desired: R/ L-hand turn traffic light.
- D. Maclay Ave between Truman Ave and Glenoaks Blvd: Speeding, illegal turns — Remedy Desired: Increased police visibility.

Comments from table discussion

Drop-off Zone

- School needs to add second drop-off zone. Possible second drop-off at Morningside Court (side street)
- Takeout existing the front drop-off zone to encourage parents to walk students.

Police Patrol

- Have police do random morning patrol at each school. Parents will follow rules and create good habits.

Walking Safety

- Parents are running late and speeding around school site in the morning.
- Major traffic on Maclay Avenue (Morningside Elementary School) morning and after school hours.

Barrier for Walking

- Morning drivers not following traffic signal rules and running red light.

Biking

- No comment.

Street Sign

- City needs to add 4-way flashing stop signs at Brand Blvd and Fifth Street.

Mid-Block Crossing

- Add proper Mid-Block Crossing along Fifth Street to allow for pedestrians to cross safely at drop-off zone.

Lighting

- No comment.

Skateboarding

- No comment.

Traffic Signal

- No comment

Pedestrian Traffic Signal

- Add pedestrian signal at Brand Blvd and Fifth Street.



SRTS Workshop #5 Notes

Meeting date and time:	September 21, 2016, 8-10:30am
Meeting location:	St. Ferdinand School
Meeting called by:	City of San Fernando
Purpose:	Safe and Active Streets Plan
Facilitator(s):	See Attached Agenda
Note taker:	EBA Team
Attendees:	See Attached Sign-In Sheet

Discussion

1. Welcome: Evan Brooks Associates facilitated the workshop, presented project team and overview of Safe and Active Streets Plan:

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- LA Police: Liz Lara, Ana Kegeyan
- LAUSD: Jose Castelo
- PHA: Alfred Mata, Project Manager, Paul David, Project Coordinator

2. Icebreaker: How have you been involved in the past and why did you come to the meeting?

3. Mapping Activity: Participants were provided aerial maps and invited to indicate their primary route to school (via walking, car or bike).

4. Walking Tour: Participants walked the perimeter of school grounds with consultant team to discuss:

- Biggest barriers to dropping off/picking up students at school
- Biggest barriers to walking/biking to school
- Other challenges: Parking, traffic, speeding, safety, etc.
- School site design solutions to barriers
- Community wide barriers to walking and biking
- School and community wide opportunities to support walking and biking



The following comments were taken from sticky notes and group conversations at end of meeting/ Mapping Exercise:

General Comments

- Approximately 90% of students are dropped off/ live out of the area.
- Several comments were made about elderly drivers in the area (coming and going from St. Ferdinand Church) disregarding traffic signs and light-up crosswalks.
- “Drop-off and go”-commuter school culture. Most of the 260 students are dropped off.

Location Specific

- Exit off of SF Mission Blvd creates a bottleneck due to traffic light timing.
- Brand Blvd/ Laurel Canyon Blvd needs turn arrows, congestion and dangerous pedestrian crossing conditions.
- Sidewalks uplifted on Coronel St, creates dangerous walking conditions especially at night.
- High speed traffic on Coronel St despite speed bumps and school signs.
- Parents parking in red zones during school drop-off, pick-up time.
- Two vehicles have been consistently disregarding crossing guards on Coronel St, driving aggressively.
- Principal Ambriz discussed the possibility of converted Hollister St to a one way street.
- Increase the size of speed bumps to discourage speeding on surrounding streets.
- Public parking available with close proximity to the school to curtail double/ red-zone parking.
- Principal suggested opening up church lot.
- Pedestrians often push “light-up stop signs” and walk without waiting for traffic to stop; cars often have to slam on their brakes to avoid striking pedestrians. Beneficial at night throughout San Fernando.

- Synchronize traffic lights on Maclay Ave and SF Mission Blvd.
- 4 way stop near school.
- School drop-off times have posed safety concerns with parents driving the wrong way, making unsafe turns when entering/ exiting the drop off area. Parents appear to be rushing in and out of drop off area.

Comments from Table Discussion

Citywide

- City police needs to patrol school sites.
- Intoxicated people hanging out in alleys near St. Ferdinand’s school site.

Drop-off Zone

- School provides on-site drop-off zone with entrance and exit access to Hollister Street.

Police Patrol

- Have police do random morning patrol at each school. Parents will follow rules and create good habits.

Walking Safety

- Students do not walk to school.
- Annual walk from St. Ferdinand’s School to Las Palmas Park, no problems walking in residential neighborhood.

Barriers to Walking

- City needs to fix sidewalks along Coronel Street.
- Barriers include broken sidewalks in need of repair.
- Repair/new sidewalk needed along Coronel Street between Maclay Avenue and Brand Boulevard.

Biking

- No students bike to school. All students get dropped-off to school site.

Street Sign

- School needs city assistance to install better street sign for Enter Only and Exit Only at School Parking lots.



Mid-Block Crossing

- Add proper Mid-Block Crossing to allow for pedestrians to cross safely from city parking lot areas:
- Pico Street – between Maclay Ave and Brand Blvd
- Celis Street – between Maclay Ave and Brand Blvd

Lighting

- Coronel Street needs better lighting between Maclay Ave and Brand Blvd
- St. Ferdinand's School needs better lighting - along Coronel Street between School building and City Parking Lot 9.

Crossing Guard

- Drivers not respecting the Crossing Guard Stop Sign

Skateboarding

- City needs areas designated for skateboarding. Skateboarders are currently using off-loading areas behind commercial building and skateboards are going to street traffic Pico Street.

Traffic Signal

- City needs to synchronize traffic signals on San Fernando Mission Road to improve flow of traffic.

Pedestrian Traffic Signal

- Pedestrians need to wait on sidewalk for cars to do a complete stop after activating flashing signal at Maclay Avenue and Coronel Street intersection.



SRTS Workshop #6 Notes

Meeting date and time:	September 22, 2016, 8-10:30am
Meeting location:	San Fernando Elementary School
Meeting called by:	City of San Fernando
Purpose:	Safe and Active Streets Plan
Facilitator(s):	See Attached Agenda
Note taker:	EBA Team
Attendees:	See Attached Sign-In Sheet

Discussion

1. Welcome: Evan Brooks Associates facilitated the workshop, presented project team and overview of Safe and Active Streets Plan:

- City of San Fernando: Chris Macarello, Deputy City Manager/Public Works Director, Brian Saeki, City Manager
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2. Icebreaker: How have you been involved in the past and why did you come to the meeting?

3. Mapping Activity: Participants were provided aerial maps and invited to indicate their primary route to school (via walking, car or bike).

4. Walking Tour: Participants walked the

perimeter of school grounds with consultant team to discuss:

- Biggest barriers to dropping off/picking up students at school
- Biggest barriers to walking/biking to school
- Other challenges: Parking, traffic, speeding, safety, etc.
- School site design solutions to barriers
- Community wide barriers to walking and biking
- School and community wide opportunities to support walking and biking



The following comments were taken from sticky notes and group conversations at end of meeting/ Mapping Exercise:

General Comments

- Problem with valet parking drop off area on Mott Street, cars are backing up on San Fernando Mission Boulevard.
- Need traffic patrol enforcement on Huntington Street around Las Palmas Park.
- Difficult to walk along Laurel Canyon Boulevard, commercial access and freeway on / off ramps.
- Cars are speeding and not following safe speed limits around school site.
- Need Stop Ahead Flashing Signs near school site at intersection Maclay Avenue / Mott Street
- Need Mid-Block Street Crossing Flashing Signs at Maclay Avenue / Woodworth Street
- Low street lighting along Maclay Avenue near School.
- Need new painted crosswalk striping at all intersections near school site.
- Need more parent volunteers to help with valet drop-off program.
- Have police do random morning patrol at school site. Parents will follow rules and create good habits.

Location Specific

- Parents use the valet area to park in order to walk their kids to class.
- Volunteers are hesitant to help in the valet area because of some aggressive parents.
- Some days the school does not have a valet because there are no parent volunteers.
- Parents feel that police presence will make a difference.
- There are several parents that make U-turns when exiting the valet.
- Parents drop off their children in the middle of the street instead of pulling over to the curb.
- Parents voiced the fact that there are no bike lanes throughout the city.

- Neighboring/stray Dogs are a reason some parents will not allow their children to walk to and from school.
- Students from the Middle School and High School use the city trolley along with some parents to get to and from school.
- Pioneer Park parking lot gets full with people from the neighboring church.
- There are many parents that walk to Santa Rosa Church.
- Parents complained about the smell of marijuana in Las Palmas Park in the afternoon. They feel uncomfortable taking their young children to the park because of the smell.
- Families use the skate park located at Ritchie Valens Park in Pacoima because there isn't one in the City of San Fernando.
- Pedestrians need to be vigilant when using the middle crosswalk along Maclay Ave. as vehicles are usually traveling too fast and do not yield for pedestrians.
- Parents voiced that they do not feel safe enough to walk/bike or skate on any streets in the City of San Fernando.
- Sargent Lara provided concerned parents with the number to call for troublesome pets. Animal Control in San Fernando (888)452-6381 ext. 145.
- Sargent Lara also provided parents with the number to the dispatch center in the event that a school police officer is needed. (213)625-6631.

Comments from Table Discussion

Citywide

- Need traffic patrol enforcement on Huntington Street around Las Palmas Park.
- Difficult to walk along Laurel Canyon Boulevard, commercial access and freeway on / off ramps.

Drop-off Zone

- School needs to add second drop-off zone. Additional drop-off zone can be along Maclay Ave. or O'Melveny Ave.
- Need more parent volunteers to help with valet drop-off program.



Police Patrol

- Have police do random morning patrol at school site. Parents will follow rules and create good habits.

Walking Safety

- Need Stop Ahead Flashing Signs near school site at intersection Maclay Ave/Mott St
- Need Mid-Block Street Crossing Flashing Signs at Maclay Ave/Woodworth St
- Low street lighting along Maclay Avenue near School.
- Need new painted crosswalk striping at all intersections near school site.
- Need traffic patrol enforcement on Huntington Street around Las Palmas Park.

Barrier for Walking

- Need traffic patrol enforcement on Huntington Street around Las Palmas Park.
- Difficult to walk along Laurel Canyon Boulevard, commercial access and freeway on/off ramps.
- Cars are speeding and not following safe speed limits around school site.

Biking

- No comment.

Street Sign

- Need Stop Ahead Flashing Signs near school site at intersection Maclay Ave/Mott St

Mid-Block Crossing

- Need Mid-Block Street Crossing Flashing Signs at Maclay Ave/Woodworth St

Lighting

- Existing low street lighting along Maclay Avenue near School.

Skateboarding

- No comment.

Traffic Signal

- City needs to synchronize traffic signals on San Fernando Mission Rd to improve flow of traffic.

Pedestrian Traffic Signal

- Need Stop Ahead Flashing Signs near school site at intersection Maclay Ave/Mott St
- Need Mid-Block Street Crossing Flashing Signs at Maclay Ave/Woodworth St
- Need new painted crosswalk striping at all intersections near school site.

