ROLL CALL:
Mayor/Chairman/President:
Raul Elias
Mayor Pro Tempore/Vice Chairman/Vice President:
Dr. Monica Sanchez
Councilmembers/Directors/Commissioners:
Gustavo V. Camacho
Andrew C. Lara
Erik Lutz

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera *Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

INVOICE:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION(S):
- PFOS Presentation

CERTAIN PROVISIONS OF THE BROWN ACT ARE TEMPORARILY WAIVED PURSUANT TO GOVERNOR NEWSOM’S EXECUTIVE ORDER N-25-20 AND N-29-20. IN THE INTEREST OF PUBLIC HEALTH AND SAFETY, CITY COUNCIL MEETINGS ARE TEMPORARILY CLOSED TO THE PUBLIC UNTIL FURTHER NOTICE. CITY COUNCIL MEETINGS CAN BE VIEWED LIVE ON CTV3 AND THE CITY’S WEBSITE AT WWW.PICO-RIVERA.ORG. IF YOU WISH TO SUBMIT A PUBLIC COMMENT CARD ON ANY OF THE LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, YOU MAY DO SO IN ADVANCE BY EMAIL TO THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG PRIOR TO 4:00 P.M. ON THE DAY OF THE MEETING, PLEASE PROVIDE YOUR FULL NAME AND SUBJECT.

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours’ notice).

*Commissioners receive a $30.00 stipend per each meeting held and attended.
PUBLIC COMMENTS - IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE EMAIL THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG PRIOR TO 4:00 P.M. ON THE DAY OF THE MEETING. ALL EMAILS WILL BE READ INTO THE PUBLIC RECORD. When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: 1) respond briefly to statements made or questions posed by the public; 2) ask a question for clarification; 3) provide a reference to staff or other resources for factual information; 4) request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and 5) direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:
All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

City Council:

1. Minutes:
   - City Council regular meeting of September 28, 2021
   Recommendation: Approve

2. 6th Warrant Register of the 2021-2022 Fiscal Year. (700)
   Check Numbers: 288143-288151; 288152-288175; 288177-288204
   Special Check Numbers: None
   Recommendation: Approve

3. Second Reading – Adopt Ordinance No. 1146 Enacting Chapter 9.42 Prohibiting the Establishment of Smoke Shops. (1300)
   Recommendation:


4. Second Reading- Adoption of Ordinance No. 1147 Amending Chapter 8.36 Entitled Fireworks of the Pico Rivera Municipal Code Extending the Date that Safe and Sane Fireworks May Be Displayed and Sold. (700)
   Recommendation:
1. **Adopt Ordinance No 1147,** amending Chapter 8.36, *Fireworks,* of the Pico Rivera Municipal Code extending the date that Safe and Sane Fireworks may be displayed and sold.

**Ordinance No. 1147  AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 8.36 ENTITLED FIREWORKS OF THE PICO RIVERA MUNICIPAL CODE EXTENDING THE DATE THAT SAFE AND SANE FIREWORKS MAY BE DISPLAYED FOR SALE AND SOLD (SECOND READING AND ADOPTION)**

5. **Approve a Resolution Authorizing the City of Pico Rivera to Conduct Teleconferenced Open Meetings Pursuant to Assembly Bill 361.** (300)

**Recommendation:**
1. Approve a resolution authorizing the City of Pico Rivera to conduct teleconferenced open meetings pursuant to Assembly Bill 361.

**Resolution No._______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, TO ADOPT AND AUTHORIZE THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

6. **10-Day Report on City of Pico Rivera’s Car Wash Use Moratorium (Urgency Ordinance No. 1143) per Government Code Section 65858(d).** (1300)

**Recommendation:**
1. Receive, file and issue a 10-day report on Urgency Ordinance No. 1143 enacting a 45-day moratorium on car wash uses in the Community General, General Commercial, and Commercial Manufacturing zones as required under Government Code Section 65858(d).

7. **Approve Amendment No. 1 to Agreement No. 21-2029 with Rincon Consultants, Inc. for Planning Division Services.** (500)

**Recommendation:**
1. Approve the amendment to the existing Professional Services Agreement with Rincon Consultants, Inc. for a not-to-exceed amount of $270,000 to provide contract staffing for planning services.

**Agreement No. 21-2029-1**

8. **Approve Amendment No. 1 to Agreement No. 20-1932 with JAS Pacific for Building and Safety Services.** (500)

**Recommendation:**
1. Approve the amendment to the existing Professional Services Agreement with JAS Pacific for a not-to-exceed amount of $180,000 for fiscal year 2021-22 to provide Building and Safety services.

**Agreement No. 20-1932-1**
9. Approve Amendment No. 2 to Agreement No. 21-1994 with Willdan Engineering, Inc. for Building Inspection Services. (500)
Recommendation:
1. Approve Amendment No. 2 to Agreement No. 21-1994 extending professional services contract with Willdan Engineering, Inc. for an additional six (6) months for an amount not to exceed $72,000 for Building Inspection Services.

Agreement No. 21-1994-2

10. Rosemead Boulevard Road Rehabilitation Project (CIP No. 50041) – Award Construction Contract. (500)
Recommendation:
1. Reject the bid from All American Asphalt;
2. Award a construction contract in the amount of $1,189,560 to R.J. Noble Company for the Rosemead Boulevard Road Rehabilitation Project (CIP No. 50041) and authorize the Mayor to execute the agreement in a form approved by the City Attorney; and
3. Authorize the City Public Works Director to approve change orders in the amount not-to-exceed $118,956 (10%), as needed, for construction contingency.

Agreement No. ________

11. Staff Augmentation Project Management – Award Professional Services Agreements. (500)
Recommendation:
1. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to Transtech Engineers, Inc. to provide staff augmentation project management services;
2. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to Interwest Consulting Group, Inc. to provide staff augmentation construction management services;
3. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to JMDiaz, Inc. to provide staff augmentation construction management services; and
4. Execute the agreements in a form approved by the City Attorney.

Agreement No. ________ Agreement No. ________ Agreement No. ________

12. Amendment No. 1 to Contractual Services Agreement with Mariposa Landscapes, Inc. for Landscape Maintenance Services. (500)
Recommendation:
1. Approve Amendment No. 1 to Contractual Services Agreement No. 18-1825 with Mariposa Landscapes, Inc. to provide landscape maintenance services for various City-owned parks and City-owned facilities in the amount not-to-exceed $234,000 for a one-year renewal based on mutual agreement between both parties; and
2. Authorize the Mayor to execute Amendment No. 1 to Agreement No. 18-1825 in a form approved by the City Attorney.

Agreement No. 18-1825-1

13. **Approve Amendment No. 1 to TJR Consulting LLC. Professional Services Agreement No. 21-2023 and Approve Professional Services Agreement with SWPP Queen, Inc.**

   **Recommendation:**
   1. Approve Amendment No. 1 to TJR Consulting LLC., Professional Services Agreement No. 21-2023, in an amount not-to-exceed $210,600, for services related to the Public Works Department Director; and
   2. Approve Professional Services Agreement with SWPP Queen Inc. in an amount not-to-exceed $136,500 for Interim Deputy Director of Public Works Services.

   Agreement No. 21-2023-1 Agreement No. ________

14. **Pico Park Paving Project (CIP No. P50018) – Award Construction.**

   **Recommendation:**
   1. Award a construction contract for a not-to-exceed amount of $235,005 to C.S. Legacy Construction, Incorporated for the Pico Park Paving Project, CIP No. P50018, and authorize the City Manager to execute the contract in a form approved by the City Attorney;
   2. Authorize the City Manager to execute Agreement Amendment No. 1 with Musco Lighting in partnership with the U.S. Soccer Foundation, in a new not-to-exceed amount of $133,075, in a form approved by the City Attorney;
   3. Authorize the Public Works Director to process change orders in an amount not-to-exceed 10% of the total project amount, as needed, up to $36,808 for construction contingency;
   4. Accept the National Recreation and Park Association grant funds, in the amount of $40,000 and amend the fiscal year (FY) 2021-22 budget to appropriate the funds to account (No. 100.80.8100-54500) for CIP No. P50018 utilization; and
   5. Amend the FY 2021-22 budget to appropriate an additional $144,888 in funds from realized General Fund FY 2020-21 budget surplus to account (No. 100.81.8100-54500) for CIP No. P50018 utilization.

   Agreement No. ________ Agreement No. 11-1223-1

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION**

**REGULAR AGENDA:**

City Council:
15. Telecommunications Services Voice Over IP Award Contract. (500)

Recommendation:
1. Approve the Terms of Service with LogMeln, Inc. for telecommunications services for a three-year term, with the option to renew for additional one-year terms, at the discretion of the City Manager, in an amount not-to-exceed $118,120 (contract amount + initial cost), for cloud hosted Voice Over Internet Protocol phone system and telecommunication services.

Agreement No. __________

CITY MANAGER/STAFF REPORTS

NEW BUSINESS

OLD BUSINESS

INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS

CLOSED SESSION:

a. CONFERENCE WITH LABOR NEGOTIATOR
   Government Code Section 54957.6
   Agency Designated Representative: City Manager Steve Carmona, Human Resources Director Ryan Hudson and Interim Assistant City Manager Garcia
   Employee Organizations: Service Employees International Union Local 721 Full-time, Part-time and Directors Units, and Confidential Employees Association.

b. PUBLIC EMPLOYEE EVALUATION
   Government Code Section 54957(b)(1)
   Title: City Manager

ADJOURNMENT

AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 7th, day of October 2021.

Dated this 7th, day of October 2021

Anna M. Jerome, CMC
City Clerk
SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the City’s website.
STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.

- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a maximum of three minutes. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.

- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).
A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Elias called the Study Session to order at 4:00 p.m. and the regular meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Camacho, Lara, Lutz, Sanchez, Elias
ABSENT: None

INVOCATION: Delivered by Councilmember Lutz
PLEDGE OF ALLEGIANCE: Led by Councilmember Lara

STUDY SESSION:

- American Rescue Plan Act (ARPA) Allocation of Funds Discussion

Interim Assistant City Manager Garcia provided a Power Point presentation which included ARPA background, the timeline for allocation of funds, permissible and restricted uses, staff’s guidelines, proposed list of projects, the criteria used, the City Council priorities, planning for infrastructure, unfunded park and facility needs, unfunded median beautification needs, unfunded street infrastructure needs, unfunded community service’s needs, the five-year forecast – general fund, and the next steps.

City Council discussed and provided suggestions on utilizing the ARPA funds for street median beautification projects, additional Sheriff personnel, additional exercise equipment at Rivera and Smith park facilities, full-size soccer fields at Rio Hondo Park, citywide automatic sewer and water reader meters, WRD Grant for PFAS treatment, infrastructure projects, additional mini pitch fields for Smith Park and Ruben Salazar facility, vehicle license readers for Sheriff’s Department, economic development, pool rehabilitation, park space and seeking community input.

City Manager Carmona stated that a full report presentation on the PFOS treatment will be brought before City Council on October 12, 2021 and that additional study sessions are scheduled to continue the ARPA funds discussion.

Councilmember Lara requested an itemized list on the City’s water infrastructure needs.

Motion by Councilmember Lutz, seconded by Mayor Elias to: 1) Receive and file the discussion on the ARPA funds allocation; and 2) Provide staff direction on allocation of the $14,772,455 in ARPA funds. Motion carries by the following roll call vote:
AYES: Camacho, Lara, Lutz, Sanchez, Elias
NOES: None

Recessed at 4:57 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

Reconvened to the Regular Meeting at 6:01 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

SPECIAL PRESENTATIONS: None

PUBLIC COMMENTS:

Written communications were received by the following:

Jose Sanchez:
- Addressed the City Council regarding the Rosemead Boulevard trench botched repair.

Primo Castro, American Cancer Society Action Network:
- Addressed the City Council in support of Item No. 11 Urgency Ordinance and Non-Urgency Ordinance Prohibiting the Establishment of Smoke Shops.

Ana Alicia Carr:
- Addressed the City Council in support of Item No. 11 Prohibiting Smoke Shops.

Yaneth Rodriguez:
- Addressed the City Council in support of Item No. 11 Prohibiting Smoke Shops.

Maria Aguilar:
- Addressed the City Council regarding rent control.

Homayon Mostofi:
- Addressed the City Council regarding rent control.

Diego Rubalcava:
- Addressed the City Council regarding council members interrupting each other.

Pastor Ray Ochoa, The Lords Vineyard Fellowship:
- Addressed the City Council regarding marijuana businesses.

CONSENT CALENDAR ITEMS:

City Council:
1. **Minutes:**
   - Approved City Council meeting of September 14, 2021

2. **Approved 5th Warrant Register of the 2021-2022 Fiscal Year.**
   Check Numbers: 288077-288119; 288120-288142
   Special Check Numbers: None

3. **Second Reading – Adopt Ordinance No. 1144 Adding Section 8.16.015, Vacant Lots, to Chapter 8.16, Nuisance Abatement and Administrative Citations of Title 8, Health and Safety, of the Pico Rivera Municipal Code.**
   - Adopted Ordinance No. 1144 adding Section 8.16.015, Vacant Lots, to Chapter 8.16, Nuisance Abatement and Administrative Citations, of Title 8, Health and Safety, of the Pico Rivera Municipal Code.

   Ordinance No. 1144 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADDING SECTION 8.16.015, VACANT LOTS, TO CHAPTER 8.16, NUISANCE AND ABATEMENT AND ADMINISTRATIVE CITATIONS, OF TITLE 8, HEALTH AND SAFETY, OF THE PICO RIVERA MUNICIPAL CODE ESTABLISHING REGULATIONS REGARDING THE MAINTENANCE OF VACANT LOTS

4. **Memorandum of Understanding with the Pico Rivera Chamber of Commerce.**
   - Authorized the City Manager to execute Memorandum of Understanding with the Pico Rivera Chamber of Commerce for fiscal year 2021-22.

5. **Rio Hondo Park Security Camera Surveillance System – Notice of Completion.**
   - Accepted the work completed for the Rio Hondo Park Security Camera Surveillance System, by Am-Tec Total Security, Incorporated and authorized the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
   - Accepted the Final Total Project Costs of $116,320.

6. **Staff Augmentation Project Management – Award Professional Services Agreements.**
   - This item was pulled from the Consent Calendar for further clarification and discussion.

7. **City Hall Council Chambers Audio, Visual and Broadcasting System Rehabilitation Project – Professional Services Agreement.**
   - Amended the fiscal year 2021-22 Budget to appropriate $250,000 from the PEG fund balance to 250.80.8230-54400 toward the City Hall Chamber Audio, Visual and Broadcasting System Rehabilitation Project; and
2. Authorized the City Manager to execute a Professional Services Agreement in an amount not-to-exceed $250,000 with Matrix Audio Visual Designs to provide audio/visual design and build services for the Project.

Agreement No. 21-2034

1. Received and filed the Treasurer’s Monthly Investment Transaction Report as of August 31, 2021.

9. Approve Amendment No. 1 to Infinity Technologies Professional Services Agreement No. 21-2001. (500)

1. Approved Amendment No. 1 to Infinity Technologies Professional Services Agreement No. 21-2001, in an amount not-to-exceed $30,000 for augmentation information technology services on a part-time basis.

Agreement No. 21-2001-1

Motion by Councilmember Camacho, seconded by Councilmember Lutz to approve Consent Calendar Items No. 1, 2, 3, 4, 5, 7, 8, and 9. Motion carries by the following roll call vote:

AYES: Camacho, Lara, Lutz, Sanchez, Elias
NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION:

6. Staff Augmentation Project Management – Award Professional Services Agreements. (500)

Councilmember Lara asked to continue the item to the next meeting for further review.

Motion by Councilmember Lara, seconded by Councilmember Camacho to continue the item to the meeting of October 12, 2021. Motion carries by the following roll call vote:

AYES: Camacho, Lara, Lutz, Sanchez, Elias
NOES: None

REGULAR AGENDA:

City Council:


This item was pulled from the agenda.
11. **Consideration of an Urgency Ordinance and Non-Urgency Ordinance Enacting Chapter 9.42 Prohibiting the Establishment of Smoke Shops.**

City Manager Carmona provided a brief overview on prohibiting the establishment of Smoke Shops.

Motion by Councilmember Camacho, seconded by Councilmember Lutz to: 1) Adopt by 4/5th vote Urgency Ordinance No. 1145 prohibiting the establishment of smoke shops within boundaries of the City of Pico Rivera; and 2) Introduced and waived the first reading of Non-Urgency Ordinance No. 1146 prohibiting the establishment of smoke shops within the boundaries of the City of Pico Rivera. Motion carries by the following roll call vote:

**Ordinance No. 1145** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ENACTING CHAPTER 9.42 PROHIBITING THE ESTABLISHMENT OF SMOKE SHOPS

**Ordinance No. 1146** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ENACTING CHAPTER 9.42 PROHIBITING THE ESTABLISHMENT OF SMOKE SHOPS

**AYES:** Camacho, Lara, Lutz, Sanchez, Elias  
**NOES:** None

12. **Amendment of Chapter 8.36 Entitled Fireworks of the Pico Rivera Municipal Code Extending the Date that Safe and Sane Fireworks May be Displayed for Sale and Sold.**

City Manager Carmona provided a brief overview of the ordinance and the request for the date modification.

Motion by Councilmember Lara, seconded by Councilmember Camacho to introduce and waive the first reading of an ordinance extending the date from July 1st to June 28th that Safe and Sane Fireworks may be displayed for sale and sold. Motion carries by the following roll call vote:

**Ordinance No. 1147** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 8.36 ENTITLED FIREWORKS OF THE PICO RIVERA MUNICIPAL CODE EXTENDING THE DATE THAT SAFE AND SANE FIREWORKS MAY BE DISPLAYED FOR SALE AND SOLD (FIRST READING AND INTRODUCTION)

**AYES:** Camacho, Lara, Lutz, Sanchez, Elias  
**NOES:** None

Due to questions surrounding parliamentary procedures, City Manager Carmona stated that the approval of the minutes were being held over until City Clerk Jerome could be present at the meeting.

Motion by Mayor Pro Tem Dr. Sanchez to approve July 13, 2021 minutes as presented.

Alternate motion by Councilmember Lara to add the following language to Item No. 7 of the July 13, 2021 minutes “Columbia Capital Management Representative Mr. Williams did not score Cabrera Capital number one on his scoring matrix for the Pension Obligation Bonds”. Motion failed due to lack of a second.

Motion by Mayor Pro Tem Dr. Sanchez, seconded by Councilmember Camacho to approve the July 13, 2021 minutes as presented. Motion carries by the following roll call vote:

AYES: Camacho, Lutz, Sanchez, Elias
NOES: Lara

CITY MANAGER/STAFF REPORTS:

Office of Sustainability Manager McGee provided an update on the Community Survey stating that the survey is set to close soon and stated that the preliminary findings will be presented to City Council during a Study Session scheduled for October 12, 2021 and a finalized report on October 26, 2021.

NEW BUSINESS:

Mayor Pro Tem Dr. Sanchez commented on October being Breast Cancer Awareness Month and asked City staff to create initiatives with the color pink to express the City’s support.

On behalf of resident Susanna Tapia, Councilmember Camacho acknowledged the Sheriff’s and Fire Department for saving a child’s life.

Councilmember Lutz requested a City Council Study Session regarding economic development at the previous El Rodeo site, seconded by Mayor Elias.

Mayor Elias requested to review his proposed resolution, current City ordinances, and local hire updates, seconded by Councilmember Lutz.

City Attorney Alvarez-Glasman stated that after a thorough review and analysis the local hire report is near completion and will be brought before City Council in October.
OLD BUSINESS:

Councilmember Camacho commented on the launch of the 2021 Dine Latino Week campaign in partnership with the Latino Restaurant Association.

Mayor Elias commented on the Montebello Bus Line Route 60 and an MOU with the City of Montebello. He asked staff to look into car wash expenses and water usage and for an update on the road tax on large trucks. In regard to the road tax, City Manager Carmona stated that the City is collaborating with the City of Santa Fe Springs and potentially taking the measure to the constituents in a future election.

INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS:

Mayor Pro Tem Dr. Sanchez reported on her attendance at the California Contract Cities Association Conference where the City was the recipient of the John Todd Award for outstanding achievement in programming and on her attendance at the Independent Cities Association Conference.

Councilmember Camacho reported on his attendance at the following meetings: a local seminar which included topics such as housing and local control, affordable housing, and energy funding opportunities for cities; the Economic Recovery Ad Hoc Committee meeting in which he asked Council to provide feedback and ideas regarding the City’s vision on economic development; and the Los Angeles County Sanitation District meeting regarding a settlement agreement with Puente Hills landfill.

Councilmember Lara reported on his attendance at the California Contract Cities Association conference in Indian Wells; Health and Wellness meeting with City staff and Pico Care Pharmacy regarding COVID-19 vaccines and flu vaccine clinics; and Health Ad Hoc Committee meeting regarding the Pico Rivera Sports Arena. He proposed creating a new Ad Hoc Committee named “the Pico Rivera Sports Arena Redevelopment.” Mayor Elias appointed himself and Councilmember Lara to the new Ad Hoc Committee.

Councilmember Lutz reported on the Safety Ad Hoc Committee meeting regarding Cannabis.

Mayor Elias reported on his attendance at the Gateway Cities Council of Governments meeting; requested a Power Point presentation regarding the Gold Line project’s impact on the business community; and commented on a meeting between the El Rancho Unified School District and the City.

Recessed to Closed Session at 6:54 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 7:19 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT
CLOSED SESSION(S):

a. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6
   Agency Designated Representative: City Manager Steve Carmona, Human
   Resources Director Ryan Hudson and Interim Assistant City Manager Angelina
   Garcia
   Employee Organizations: Service Employees International Union Local 721 Full-
   time, Part-time and Directors Units, and Confidential Employees Association.

City Attorney Alvarez-Glasman stated that direction was provided to agency negotiators;
no final action was taken and there was nothing further to report.

ADJOURNMENT:

Mayor Elias adjourned the City Council meeting at 7:20 p.m. There being no objection it
was so ordered.

AYES: Camacho, Lara, Lutz, Sanchez, Elias
NOES: None

Raul Elias, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the
City Council regular meeting dated September 28, 2021 and approved by the City
Council on October 12, 2021.

Anna M. Jerome, City Clerk
6th WARRANT REGISTER OF THE 2021 - 2022 FISCAL YEAR

MEETING DATE: 10/12/21

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<td>GRAND TOTAL</td>
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CITY OF PICO RIVERA U/B REFUND CHECKS 09-22-2021
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<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<tr>
<td>7018</td>
<td>PROFESSIONAL SERVICES MAY 2021, CDBG Contracted Services - Community Development Block Grant (CDBG) Program Management</td>
<td>Paid by EFT #8747</td>
<td>06/28/2021</td>
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<td>09/14/2021</td>
<td>09/23/2021</td>
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<td>09/23/2021</td>
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<td>29819</td>
<td>PROFESSIONAL SERVICES SMITH PARK POOL Contracted Services - Consultant Services</td>
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<td>08/30/2021</td>
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Vendor Totals: 2 Invoices $11,270.00

Vendor 2080 - Aquatic Design Group, Inc

Vendor Totals: 1 Invoices $3,250.00

Vendor 1368 - Big City Print

Vendor Totals: 3 Invoices $13,896.00
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<tbody>
<tr>
<td></td>
<td></td>
<td>100.80.8230-52400 (General Fund.Parks And Recreation.Marketing &amp; Promotions-Print Duplicate &amp; Photocopying)</td>
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<td><strong>P.O. Number</strong></td>
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<td><strong>Quantity</strong></td>
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<td>Design Services - Measure M for PA &amp; ED Phase</td>
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<td>Each</td>
<td>19,419.4400</td>
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<td><strong>G/L Account</strong></td>
<td>208.70.7300-54521 (Measure M.Capital Improvement Projects.Capital Improvement Projects-Design Services)</td>
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<td><strong>Project</strong></td>
<td>CIP.S21280 (Capital Improvement Program, Pico Rivera Regional Bikeway Project)</td>
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<td><strong>Vendor</strong></td>
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| Vendor         | 1590 - BKF Engineers |

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<tbody>
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<td>2019-00000434</td>
<td>Design Services - Measure M for PA &amp; ED Phase</td>
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<td>Each</td>
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<tr>
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<td></td>
<td><strong>Project</strong></td>
<td>CIP.S21280 (Capital Improvement Program, Pico Rivera Regional Bikeway Project)</td>
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| Vendor         | 1590 - BKF Engineers Totals | Invoices | 1 | **$55.13** |                     |

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<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2019-00000434</td>
<td>Design Services - Measure M for PA &amp; ED Phase</td>
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<td><strong>Project</strong></td>
<td>CIP.S21280 (Capital Improvement Program, Pico Rivera Regional Bikeway Project)</td>
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| Vendor         | 1590 - BKF Engineers Totals | Invoices | 2 | **$24,355.46** |                     |

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<th>Invoice Net Amount</th>
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<tbody>
<tr>
<td>8405301504</td>
<td>PURCHASE AND SERVICES OF AED'S THROUGHOUT THE CITY</td>
<td>Paid by Check #288154</td>
<td>08/31/2021</td>
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<td>09/23/2021</td>
<td>09/08/2021</td>
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<tr>
<td></td>
<td></td>
<td>2022-00000044</td>
<td>Contracted Services - Purchase &amp; services of AED's throughout the City</td>
<td>1.0000</td>
<td>Each</td>
<td>1,309.7900</td>
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<td><strong>G/L Account</strong></td>
<td>100.60.6005-54500 (General Fund.Human Resources.Risk Management-Contracted Services)</td>
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<tr>
<td></td>
<td></td>
<td><strong>Project</strong></td>
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</table>

| Vendor         | 117 - CINTAS CORP. Totals | Invoices | 1 | **$1,309.79** |                     |

| Vendor         | 1331 - Corporate Image Marketing, Inc | | | | | | | | |
## AP Warrant Register 9-23-2021

### Payment Date Range 09/23/21 - 09/23/21
### Report By Vendor - Invoice
### Detail Listing

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<tr>
<td>2109641</td>
<td>MONTHLY SERVICE FEE (800) GO PRIME AUGUST 2021</td>
<td>Paid by EFT #8749</td>
<td>09/01/2021</td>
<td>09/23/2021</td>
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<td>09/08/2021</td>
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<td>199.00</td>
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<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Item Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Amount/Unit</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022-00000009</td>
<td>Telephone - Telephone - PRIME (800) GOPRIME Toll Free Number</td>
<td>1.0000</td>
<td>Each</td>
<td>199.0000</td>
<td>199.00</td>
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</table>

- **G/L Account**: 560.16.1600-54300 (PRIME - CCA.Enterprise Functions.Enterprise Ops Administration-Telephone)
- **Project**: 199.00

### Vendor 1331 - Corporate Image Marketing, Inc

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Amount/Unit</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone - Telephone - PRIME (800) GOPRIME Toll Free Number</td>
<td>1.0000</td>
<td>Each</td>
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### Vendor 345 - Cosby Oil Company

<table>
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<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>P.O. Number</th>
<th>Item Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Amount/Unit</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CL57660</td>
<td>FUEL FOR CITY VEHICLES 08/01/21-08/10/21</td>
<td>2022-00000009</td>
<td>Fuel - FUEL FOR CITY VEHICLES 08/01/21-08/10/21</td>
<td>1.0000</td>
<td>Each</td>
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</table>

- **G/L Account**: 100.40.4033-53150 (General Fund.Public Works.Fleet Maintenance-Fuel)
- **Project**: 4,046.53

### Vendor 345 - Cosby Oil Company

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>P.O. Number</th>
<th>Item Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Amount/Unit</th>
<th>Total Amount</th>
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<tbody>
<tr>
<td>CL57660-A</td>
<td>FUEL FOR CITY VEHICLES WATER DIVISION 08/01/21-08/10/21</td>
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<td>Fuel - FUEL FOR CITY VEHICLES WATER DIVISION 08/01/21-08/10/21</td>
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- **Project**: 1,011.63

### Vendor 1030 - DOMINGUEZ GENERAL ENGINEERING

<table>
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<th>P.O. Number</th>
<th>Item Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Amount/Unit</th>
<th>Total Amount</th>
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<tbody>
<tr>
<td>202109REF30007</td>
<td>REFUND DEPOSIT BALANCE FOR NON CIP 30007</td>
<td>2022-00000009</td>
<td>Deposit Refund - REFUND DEPOSIT BALANCE FOR NON CIP 30007</td>
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<td>Each</td>
<td>1,991.7500</td>
<td>1,991.75</td>
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</table>

- **G/L Account**: 990-29100 (Deposit Liability Account-Deposit Liability)
- **Project**: NonCIP.30007 (Non Capital Improvement Project, Stephen St- PWD Water Line)
- **Amount**: 1,991.75

### Vendor 1030 - DOMINGUEZ GENERAL ENGINEERING

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<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Amount/Unit</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Refund - REFUND DEPOSIT BALANCE FOR NON CIP 30007</td>
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<td>Each</td>
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- **G/L Account**: 990-29100 (Deposit Liability Account-Deposit Liability)
- **Project**: NonCIP.30007 (Non Capital Improvement Project, Stephen St- PWD Water Line)
- **Amount**: 1,991.75
<table>
<thead>
<tr>
<th>Invoice Number</th>
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<th>Held Reason</th>
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<th>Due Date</th>
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<td>Contracted Services - STRIPING PLAN MINES PARAMOUNT TO ROSEMEAD</td>
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<td>G/L Account</td>
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<td>P.O. Number</td>
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<td>Amount/Unit</td>
<td>Total Amount</td>
<td>Vendor Catalog Part Number</td>
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<td>G/L Account</td>
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<td>Vendor Catalog Part Number</td>
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<tr>
<td>5-26522 A</td>
<td>Professional Services - I-605 HOT SPOTS INTERSECTION IMPROV CIP 21276 ROSEMEAD &amp; BEVERLY</td>
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Vendor 1855 - Elie Farah Inc. Totals: Invoices 1 $900.00

Vendor 382 - Excel Paving (Palp, Inc) Totals: Invoices 2 $601,949.87

Vendor 1083 - Ana Guillen
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<tr>
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<td>Amount/Unit</td>
<td>Total Amount</td>
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<tr>
<td>Departmental Supplies - CASH ADVANCE FOR GAME BOOTH PRIZES-HALLOWEEN SPOOKTACULAR</td>
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<td>800.00</td>
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<td>Amount</td>
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<td>2021STARTCHGAG</td>
<td>STARTING CHANGE/CASH FOR AMUSEMENT &amp; GAME FOR HALLOWEEN SPOOKTAC</td>
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<td>09/23/2021</td>
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Vendor 462 - IMEG Corp.

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Run by April Zamora on 09/23/2021 02:11:58 PM
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Vendor 462 - IMEG Corp.  Totals | Invoices | 5 | $29,310.00 |
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Run by April Zamora on 09/23/2021 02:11:58 PM
### Invoice Details

#### Vendor: 1991 - Jacobs Engineering Group Inc

- **Invoice Number:** W9Y31501-01
- **Vendor Description:** Professional Services Through 8/27/21, PRWA Pressure Zone Model
- **P.O. Number:** 2021-00000457
- **Invoice Description:** Professional Services - Hydraulic Modeling of Water Distribution System
- **Invoice Date:** 09/10/2021
- **Due Date:** 09/23/2021
- **G/L Date:** 09/23/2021
- **Received Date:** 09/16/2021
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- **Invoice Net Amount:** $13,055.00

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#### Vendor: 2079 - Jason Sperling DBA People Speak, LLC

- **Invoice Number:** PIC-0001
- **Vendor Description:** City Hall Website Application and Modules
- **P.O. Number:** 2022-00000111
- **Invoice Description:** Professional Services - Virtual City Hall Website application and modules
- **Invoice Date:** 08/24/2021
- **Due Date:** 09/23/2021
- **G/L Date:** 09/23/2021
- **Received Date:** 09/08/2021
- **Payment Date:** 09/23/2021
- **Invoice Net Amount:** $800.00

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#### Vendor: 397 - KOA Corp./CBM Consulting Inc.

- **Invoice Number:** JB93033-12
- **Vendor Description:** Prof Svcs 8/2/21-8/29/21, PR HSIP Citywide TS
- **P.O. Number:** 2019-00000515
- **Invoice Description:** Design Services - Traffic Signal Upgrades Citywide
- **Invoice Date:** 09/10/2021
- **Due Date:** 09/23/2021
- **G/L Date:** 09/23/2021
- **Received Date:** 09/15/2021
- **Payment Date:** 09/23/2021
- **Invoice Net Amount:** $469.05

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Vendor 397 - KOA Corp./CBM Consulting Inc. Totals

| Invoices | $469.05 |

Vendor 775 - EFRAIN LEE

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G/L Account
100.80.8102-52200 (General Fund.Parks And Recreation.Special Events-Departmental Supplies)

Project
NonCIP.1922 (Non Capital Improvement Project, Halloween Spooktacular)

Invoice Items
| Invoices | 1 |

Vendor 775 - EFRAIN LEE Totals

| Invoices | $800.00 |

Vendor 1366 - Ben Martinez

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
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<th>Received Date</th>
<th>Payment Date</th>
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<td>UMPIRE SERVICES FOR SR LEAGUE</td>
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<td>09/09/2021</td>
<td>09/23/2021</td>
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<td>P.O. Number</td>
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<td>Quantity, U/M, Amount/Unit, Total Amount, Vendor Catalog Part Number, Contract Number</td>
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<td>Contracted Services - UMPIRE SERVICES FOR SR LEAGUE</td>
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G/L Account
100.80.8130-54500 (General Fund.Parks And Recreation.Adult Sports-Contracted Services)

Project
60.00

Invoice Items
| Invoices | 1 |

Vendor 1366 - Ben Martinez Totals

| Invoices | $60.00 |

Vendor 688 - PARS
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<th>Invoice Net Amount</th>
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<td>Professional Services - PARS Rep Admin Fees FY 2021-2022</td>
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<td>Amount/Unit</td>
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Vendor 688 - PARS Totals: Invoices 1 $300.00

Vendor 351 - PDQ Rentals

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<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
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<td>Item Description</td>
<td>Equipment Rental - Emergency Forklift rental to repair broken light pole 5/6</td>
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<td>U/M</td>
<td>Amount/Unit</td>
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<td>Vendor Catalog Part Number</td>
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<td>570.16.1620-53301 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Equipment Rental)</td>
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Vendor 351 - PDQ Rentals Totals: Invoices 1 $1,247.18

Vendor 392 - PGI-Pacific Graphics, Inc.

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<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
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<td>Item Description</td>
<td>Print Duplicate &amp; Photocopying - Printing Cost</td>
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<td>Amount/Unit</td>
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Vendor 392 - PGI-Pacific Graphics, Inc. Totals: Invoices 1 $2,900.06

Vendor 1378 - Potable Divers, Inc

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<td>Item Description</td>
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<td>G/L Date</td>
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<td>Payment Date</td>
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<td><strong>Vendor 1378 - Potable Divers, Inc</strong></td>
<td><strong>Totals</strong></td>
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<td>09/23/2021</td>
<td>09/14/2021</td>
<td>09/23/2021</td>
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<td>122441</td>
<td><strong>Equipment Rental - GENERATOR RENTAL-MOVIES IN THE PARK</strong></td>
<td><strong>1336 - Power Trip Rentals, Inc</strong></td>
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<td><strong>Project</strong></td>
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<td>100.80.8102-53301 (General Fund.Parks And Recreation.Special Events- Equipment Rental)</td>
<td>1957 (Non Capital Improvement Project, Movie Nights)</td>
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<p>| 230            | <strong>P.O. Number</strong>                       | <strong>Item Description</strong> | <strong>Quantity</strong> | <strong>U/M</strong> | <strong>Amount/Unit</strong> | <strong>Total Amount</strong> | <strong>Vendor Catalog Part Number</strong> | <strong>Contract Number</strong> |
|                | <strong>G/L Account</strong>                       | <strong>Project</strong> |                |          |          |               |              |                   |                   |
|                | 570.16.1620-54500 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Contracted Services) | 570.16.1620-52200 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Departmental Supplies) | 1.0000 | Each | 2,349.1800 | 2,349.18 | 2,349.18 |                   |
|                | <strong>G/L Account</strong>                       | <strong>Project</strong> |                |          |          |               |              |                   |                   |
|                | <strong>G/L Account</strong>                       | <strong>Project</strong> |                |          |          |               |              |                   |                   |
|                | 570.16.1620-52200 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Departmental Supplies) | 570.16.1620-53300 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Equipment Maintenance &amp; Repairs) | 1.0000 | Each | 207.5000 | 207.50 | 207.50 |                   |
|                | <strong>G/L Account</strong>                       | <strong>Project</strong> |                |          |          |               |              |                   |                   |
|                | 570.16.1620-53301 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Equipment Rental) | 570.16.1620-53301 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Equipment Rental) | 1.0000 | Each | 965.0200 | 965.02 | 965.02 |                   |</p>
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<th>Invoice Number</th>
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<th>G/L Date</th>
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<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<tbody>
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<td>Insurance &amp; Surety Bonds - Insurance</td>
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<td>Amount/Unit</td>
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<td>Management Fees - FY21-22 Management fees &amp; estimated reimb request Golf Course</td>
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<td>1.0000</td>
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<td>570.16.1620-56200 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Management Fees)</td>
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<td>Permits - Fees - Licenses - Permit and license fees and sales tax payment</td>
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<td>1.0000</td>
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<td>3,530.4500</td>
<td>3,530.45</td>
<td>570.16.1620-56205 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Permits - Fees - Licenses)</td>
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<td>Pro Shop Merchandise - Pro-shop merchandise</td>
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<td>1.0000</td>
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<td>126.8500</td>
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Vendor: 626 - State of California Dept of Justice
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<th>G/L Date</th>
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**P.O. Number** 2022-00000016

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**G/L Account** 100.60.6010-54400 (General Fund.Human Resources.Recruitment-Professional Services)

| Invoice Items | 1 |

Vendor 626 - State of California Dept of Justice

**Invoices** 1

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<th>Invoice Number</th>
<th>Invoice Description</th>
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<tr>
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<td>STREET LIGHT MAINTENANCE AND REPAIR</td>
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**G/L Account** 230.40.4990-54500 (Lighting Assessment District.Public Works.Lighting Assessment District-Contracted Services)

| Invoice Items | 1 |

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**P.O. Number** 2022-00000119

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**G/L Account** 230.40.4990-54500 (Lighting Assessment District.Public Works.Lighting Assessment District-Contracted Services)

| Invoice Items | 1 |

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**P.O. Number** 2022-00000119

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**G/L Account** 230.40.4990-54500 (Lighting Assessment District.Public Works.Lighting Assessment District-Contracted Services)

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**Vendor** 2069 - TRC ENGINEERS, INC

Vendor Totals

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Vendor 265 - Water Replenishment District of So. California
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**P.O. Number** 2022-00000133

**Item Description** Automotive-Parts & Supplies - Maintenance & Repair for City Fleet

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**Vendor** 530 - WONDRIES FLEET GROUP

**Invoice Items**

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<td>09/30/2021</td>
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<td>Vendor Catalog Part Number</td>
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Vendor 327 - Auto-Chlor System

Total Invoices 1
Total $64.99

Vendor 1388 - Renee Bland

SUMFALLF2WK3-21 UMPIRE SERVICES FOR SR. LEAGUE

Paid by EFT #8768
09/23/2021 09/30/2021 09/30/2021 09/23/2021 09/30/2021

| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number | |
|-------------|------------------|----------|-----|-------------|--------------|---------------------------|-----------------| |
|             | Contracted Services - UMPIRE SERVICES FOR SR. LEAGUE | 1.0000 | Each | 60.0000 | 60.00 |  |
|             | G/L Account                                | Project                 |             |             |             | 100.80.8130-54500 (General Fund.Parks And Recreation.Adult Sports-Contracted Services) | 60.00 |

Invoice Items 1

Vendor 1388 - Renee Bland

Total Invoices 1
Total $60.00

Vendor 1429 - BMG Money, Inc

093021 EMPLOYEE DEDUCTION FOR P/E

Paid by Check #288179
09/24/21 09/30/2021 09/30/2021 09/30/2021 09/30/2021

| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number | |
|-------------|------------------|----------|-----|-------------|--------------|---------------------------|-----------------| |
|             | Payroll - 09/30/2021 Deduction Loans | 1.0000 | Each | 243.2200 | 243.22 |  |
|             | G/L Account                                | Project                 |             |             |             | 100-20809 (General Fund-Employee Paid Payroll Loan) | 206.64 |
|             |                                               |                                            |             |             |             | 550-20809 (Water Authority-Employee Paid Payroll Loan) | 18.28 |
|             |                                               |                                            |             |             |             | 230-20809 (Lighting Assessment District-Employee Paid Payroll Loan) | 18.30 |

Invoice Items 1

Vendor 1429 - BMG Money, Inc

Total Invoices 1
Total $243.22

Vendor 2000 - California Foundation for the Performing Arts

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<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<td>20210708CFPA</td>
<td>CONTRACT INSTRUCTOR-PIANO, CHALK OIL PASTELS JULY &amp; AUG 2021</td>
<td>Held by EFT #8769</td>
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Vendor  786 - Central Basin Municipal Water District Totals

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<td>RIV-AUG21</td>
<td>UTILITIES FOR JULY 2021</td>
<td>Paid by Check #288180</td>
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Vendor  786 - Central Basin Municipal Water District Totals

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Vendor  282 - Luis Cobian, Sr. Totals

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<td>COMSTP092021EE</td>
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<td>Vendor 119 - Hinderliter, De Llamas &amp; Associates</td>
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Vendor 181 - LA County Sheriffs Department

Vendor 1708 - KJServices Environmental Consulting

Totals

Invoices 1

Vendor 181 - LA County Sheriffs Department

Vendor 2026 - Aric L Martinez

Totals

Invoices 3

$425.00

$12,970.37
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Vendor 1366 - Ben Martinez

SUMFALLF2WK2-21 | UMPIRE SERVICES FOR SR LEAGUE | Paid by EFT #8773 | | 09/16/2021 | 09/30/2021 | 09/30/2021 | 09/20/2021 | 09/30/2021 | 60.00 |
| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number | |
| 1 | Contracted Services - UMPIRE SERVICES FOR SR LEAGUE | 1.0000 | Each | 60.0000 | 60.00 | |
| G/L Account | Project | Amount | |
| 100.80.8130-54500 (General Fund.Parks And Recreation.Adult Sports-Contracted Services) | | 60.00 | |
| Invoice Items | | 1 | |

Vendor 1366 - Ben Martinez | Totals | Invoices | 1 | $60.00 |

Vendor 2029 - Vanessa Vivian Martinez

COMSTP092021VM | PLANNING COMMISSION FOR MEETING 9/20/21 | Paid by Check #288191 | | 09/21/2021 | 09/30/2021 | 09/30/2021 | 09/21/2021 | 09/30/2021 | 100.00 |
| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number | |
| 1 | Professional Services - PLANNING COMMISSION FOR MEETING 9/20/21 | 1.0000 | Each | 100.0000 | 100.00 | |
| G/L Account | Project | Amount | |
| 100.30.1300-52900 (General Fund.Community & Economic Development.Sister City Administration-Commission Stipends) | | 100.00 | |
| Invoice Items | | 1 | |

Vendor 2029 - Vanessa Vivian Martinez | Totals | Invoices | 1 | $100.00 |

Vendor 1834 - MCA Direct

2021089 | ADDITIONAL CITY COUNCIL RESOLUTIONS BOOKS | Paid by Check #288192 | | 09/16/2021 | 09/30/2021 | 09/30/2021 | 09/22/2021 | 09/30/2021 | 617.46 |
<p>| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number | |
| 1 | Departmental Supplies - ADDITIONAL CITY COUNCIL RESOLUTIONS BOOKS | 1.0000 | Each | 538.3500 | 538.35 | |
| G/L Account | Project | Amount | |
| 100.12.1200-52200 (General Fund.City Clerk.City Clerk Administration-Departmental Supplies) | | 538.35 | |</p>
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**Vendor** 1398 - Nationwide Retirement Solutions

**Run by April Zamora on 09/30/2021 04:12:54 PM**
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Vendor 937 - Ocean Blue Environmental Services, Inc

Vendor 1032 - Pacific Telemanagement Services (PTS)

Vendor 315 - Passage Entertainment
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Vendor 1378 - Potable Divers, Inc

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#### Report By Vendor - Invoice
#### Detail Listing

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<td>CIP.W21360 (Capital Improvement Program, Garrick, Olympic, Spruce, Calada, Water Main Replacement)</td>
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Run by April Zamora on 09/30/2021 04:12:54 PM
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**Vendor 2083 - Leon Serrano**

**Vendor 1999 - Shoeteria, Inc.**

**Vendor 2075 - SPORTS FACILITIES GROUP, INC.**
### AP Warrant Register 9-30-2021
**Payment Date Range**: 09/30/21 - 09/30/21
**Report By Vendor - Invoice**

#### Detail Listing

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<th>Invoice Date</th>
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**G/L Account**

- 100.80.8100-53500 (General Fund.Parks And Recreation.Recreation Facilities & Programs-Small Tools & Equipment)
  - Amount: 85.00

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**G/L Account**

- 100.20.2015-54100 (General Fund.Finance.Budget & Research-Special Departmental Expenses)
  - Amount: 2441.85

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**G/L Account**

- 100.20.2015-54100 (General Fund.Finance.Budget & Research-Special Departmental Expenses)
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**G/L Account**

- 100.80.8102-54500 (General Fund.Parks And Recreation.Special Events-Contracted Services)
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<td>Contract Number</td>
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<td>2022-00000158</td>
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**G/L Account**

- 100.80.8102-54500 (General Fund.Parks And Recreation.Special Events-Contracted Services)
  - Amount: 900.00

---

Vendor **2075 - SPORTS FACILITIES GROUP, INC.** Totals

- Invoices: 1
- **$1,126.86**

Vendor **2084 - Studio Printing, Inc**

- Invoices: 2
- **$2,912.70**

Vendor **2085 - SUSAN C. TRUMAN**

- Invoices: 2
- **$2,912.70**

---

Run by April Zamora on 09/30/2021 04:12:54 PM
### Vendor 1063 - The Bank of New York Mellon

**Invoice Number**: 252-2401184  
**Vendor**: The Bank of New York Mellon  
**P.O. Number**: 2085  
**Invoice Description**: 2016 LEASE REV REFUNDING BONDS 7/21/21-7/20/22  
**Status**: Paid by Check #288204  
**Invoice Date**: 07/21/2021  
**G/L Date**: 09/30/2021  
**Received Date**: 09/29/2021  
**Payment Date**: 09/30/2021  
**Invoice Net Amount**: $1,250.00  

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- **G/L Account**: 100.20.2010-56992 (General Fund.Finance.Accounting-Bank Service Charges)

### Vendor 1151 - United Way Of Greater Los Angeles

**Invoice Number**: 093021  
**Vendor**: United Way Of Greater Los Angeles  
**P.O. Number**: 1511  
**Invoice Description**: EMPLOYEE DEDUCTION FOR P/E  
**Status**: Paid by EFT #8780  
**Invoice Date**: 09/30/2021  
**G/L Date**: 09/30/2021  
**Received Date**: 09/30/2021  
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- **G/L Account**: 100-20813 (General Fund-Voluntary Employee Donations)  
  205-20813 (Proposition A-Voluntary Employee Donations)

### Vendor 354 - Willdan Engineering

**Invoice Number**: 00224943  
**Vendor**: Willdan Engineering  
**P.O. Number**: 354  
**Invoice Description**: PROF SVCS THRU 7/30/21, BUILDING INSPECTOR SVCS  
**Status**: Paid by EFT #8781  
**Invoice Date**: 08/10/2021  
**G/L Date**: 09/30/2021  
**Received Date**: 09/21/2021  
**Payment Date**: 09/30/2021  
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- **G/L Account**: 100.30.4020-54500 (General Fund.Community & Economic Development.Building-Contracted Services)

### Grand Totals

- **Invoices**: 53  
- **Invoice Net Amount**: $160,533.77
## PAYROLL REGISTER P/P 09/11/21 - 09/24/21

Pay Date: 09/30/21

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**TOTAL** 361,682.74
To: Mayor and City Council

From: City Manager

Meeting Date: October 12, 2021

Subject: SECOND READING - ADOPT ORDINANCE NO. 1146, ENACTING CHAPTER 9.42 PROHIBITING THE ESTABLISHMENT OF SMOKE SHOPS

Recommendation:


Fiscal Impact:

There will be no fiscal impact related to the proposed amendment to the PRMC.

Discussion:

On September 28, 2021, the City Council approved the first reading of Ordinance No. 1146, enacting Chapter 9.42 of the PRMC prohibiting the establishment of Smoke Shops. The ordinance was initiated due to the City’s concern with the effects that Smoke Shops have on the community’s general health, underage smoking and the higher rate of violent and property crimes correlated with the presence of smoke shops. Ordinance No. 1146 is intended to promote the health, safety and welfare of the residents of the City by limiting the number of Smoke Shops to those businesses that already exist within City limits and prevent future Smoke Shops uses from opening in the City.

The amendment to the PRMC include the following:

- Prohibits the establishment of any new smoke shops.
- Allows existing smoke shops to continue operating as legal nonconforming uses.
- Smoke Shops are defined as any establishment that allocates more than 15% of floor space to the sale, display, marketing, or exchange of tobacco or tobacco products, smoking devices, electronic cigarettes, or drug paraphernalia.
- Persons violating Ordinance No. 1146 would be guilty of a misdemeanor and subject to criminal, civil, or administrative penalties, including an injunction, or abatement of the smoke shop as a public nuisance.
Environmental Analysis:

The actions proposed herein are not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378. This ordinance has no potential for resulting in physical change to the environment directly or indirectly in that it prevents change to the environment by permanently enacting a prohibition on smoke shops.

Conclusion:

Staff recommends that the City Council adopt Ordinance No. 1146, enacting Chapter 9.42, prohibiting the establishment of Smoke Shops. Once approved, Ordinance No. 1146 becomes effective 30 days after its adoption.

Steve Carmona

SC:MG:JG:jj

Enclosure: 1) Ordinance No. 1146
ORDINANCE NO. 1146

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ENACTING CHAPTER 9.42 PROHIBITING THE ESTABLISHMENT OF SMOKE SHOPS

WHEREAS, the City of Pico Rivera ("City") is a general law city, incorporated under the laws of the State of California, and it has an interest in planning and regulating the use of property within the City; and

WHEREAS, implicit in any plan or regulation is the City's interest in maintaining the quality of life and the character of the City's neighborhoods, as without stable, well-planned neighborhoods, sections of the City may quickly deteriorate, with consequences to social, environmental, and economic values; and

WHEREAS, the unregulated development and proliferation of smoke shops or similar uses that specialize in the sale, display, marketing, or exchange of tobacco or tobacco products, smoking devices, electronic cigarettes, or drug paraphernalia present an immediate danger to the health, safety and welfare of the residents of the City; and

WHEREAS, the City has received inquiries from persons interested in opening additional smoke shops in the City, and the Pico Rivera Municipal Code ("PRMC") does not currently expressly prohibit smoke shops within the City and does not have adequate regulations regarding Smoke Shops; and

WHEREAS, a 2014 study conducted by the University of California, Riverside published in Science Daily on January 6, 2018 ("Smoke Shop Study") (https://truthinitiative.org/research-resources/smoking-region/tobacco-use-california-2020), found that tobacco or smoke shops in South Los Angeles were associated with high levels of violent and property crimes around their locations; and

WHEREAS, the Smoke Shop Study advised that instituting regulations and control policies may promote community health by improving public safety; and

WHEREAS, the Truth Initiative compiled statistics showing the economic impact smoking has on health care costs ($13.29 billion per year) and on productivity ($10.35 billion per year); and

WHEREAS, in an article published in JAMA Pediatrics on June 24, 2019 found that 49.8% of tobacco and vape shops failed to verify the age of underaged decoys when attempting to purchase vape products and was significantly higher than other types of retailers (Roeseler A, Vuong TD, Henriksen L, Zhang X. Assessment of Underage Sales Violations in Tobacco Stores and Vape Shops. JAMA Pediatr. 2019;173(8):795–797. doi:10.1001/jamapediatrics.2019.1571); and
WHEREAS, pursuant to Government Code Section 65858, the City Council adopted Urgency Ordinance No. __, enacting Chapter 9.42 of the PRMC prohibiting the establishment of smoke shops; and

WHEREAS, the City Council finds that this Ordinance is necessary for the preservation of the public peace, welfare, health and safety of residents living within the City of Pico Rivera.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Pico Rivera as follows:

SECTION 1. The above recitals and staff report accompanying this Ordinance are true and correct and shall be made part of the findings.

SECTION 2. Chapter 9.42 of the Pico Rivera Municipal Code entitled “Smoke Shop Prohibition” is hereby added as follows:

Chapter 9.42 SMOKE SHOP PROHIBITION

9.42.010 Findings and Purpose.

A. The City Council finds that the prohibition on smoke shops are necessary for the preservation and protection of the public peace, health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the City Council by the California Constitution and other state law.

B. The City Council finds that this chapter: (1) exercises its local authority to enact and enforce local regulations and ordinances, including those regarding the zoning, permitting, licensing, or other entitlement of the activities prohibited by this chapter; and (2) exercises its police power to enact and enforce regulations for the public benefit, safety, and welfare of the City and its community.

9.42.020 Definitions.

"Cannabis products" shall have the same meaning as set forth in Business and Professions Code, Section 26001(h) as the same may be amended from time to time.

“Drug paraphernalia” shall have the same meaning as set forth in California Health and Safety Code Section 11014.5(a) as may be amended from time to time.

“Electronic cigarettes” shall have the same meaning as set forth in California Revenue and Taxation Code Section 30121(c) as may be amended from time to time.
“Shisha” shall have the same meaning as “Shisha tobacco product” as set forth in California Health and Safety Code Section 104559.5(a)(13) as may be amended from time to time.

“Smoke shop” shall mean any establishment, premises, facility, business or any other location where more than fifteen percent (15%) of the floor space is dedicated to the sale, display, marketing, or exchange of tobacco or tobacco products, smoking devices, electronic cigarettes, or drug paraphernalia.

“Smoking devices” shall mean any product intended to facilitate the consumption, absorption, preparation or inhalation tobacco or tobacco products, cannabis products, shisha, electronic cigarettes or any other substance regulated under the Controlled Substances Act 21 U.S.C. 801 et. seq. including, but not limited to drug paraphernalia.

“Tobacco product” shall have the same meaning as set forth in California Health and Safety Code Section 104495(a)(8) as may be amended from time to time.

9.42.030 Prohibition.

Smoke shops are expressly prohibited in all zones, all specific plans, and all overlay zones in the City of Pico Rivera. No business license, use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a Smoke shop in any zoning district, and no person shall establish, operate, conduct or allow a Smoke shop anywhere within the city limits. Smoke shops legally operating at the time of the adoption of this Ordinance would be permitted to continue operating in the City and apply for renewals of licenses, which would be subject to approval or denial under existing standards. The City would also reserve the right to suspend or revoke any existing permit, license, or entitlement under existing standards. Existing smoke shops shall not be permitted to intensify, expand, or relocate the use within the City and shall be subject to the provisions of Chapter 18.54 (Nonconforming Uses) of this Code.

9.42.040 Violation - Penalties.

A. Any person violating any provision of this chapter shall be guilty of a misdemeanor and may be subject to the penalties set forth in Chapter 1.20 of this code. Any such person shall be guilty of a separate offense for each and every day a violation of the provisions of this chapter is committed, continued, or permitted to be continued by such person.

B. In addition to any other enforcement permitted by this chapter, the City Prosecutor or City Attorney may enforce any violation of this chapter by means of an administrative or civil enforcement process through a restraining order, a preliminary or permanent injunction, or by any other means available by law. The City Prosecutor or City Attorney may be awarded costs, including the costs of investigation and discovery and reasonable attorney’s fees, in connection with such civil enforcement process.
9.42.050 Public nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731, Pico Rivera Municipal Code, or any other remedy available to the City at law or equity.

SECTION 3. Chapter 8.48 of the Pico Rivera Municipal Code entitled “Smoking” is hereby amended as follows:

8.48.010 Definitions.

The following definitions shall apply to this chapter.

“Electronic smoking device” means an electronic and/or battery-operated device, the use of which may resemble smoking that can be used to deliver an inhale dose of nicotine or other substances. “Electronic smoking device” includes any such devices whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, and electronic hookah, or any other product name or descriptor.

“Smoke” means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “smoke” includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, and crack cocaine smoke.

“Smoking” means engaging in an act that generates smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, an operating electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

“Tobacco product” means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence shall have the same meaning as set forth in California Health and Safety Code Section 104495(a)(8) as may be amended from time to time.

SECTION 4. CEQA. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Ordinance is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State
Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378. This Ordinance has no potential for resulting in physical change to the environment directly or indirectly in that it prevents change to the environment by permanently enacting a prohibition on smoke shops.

SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Pico Rivera hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. The Ordinance shall be effective 30 days after adoption by the City Council and shall supersede Urgency Ordinance No. ____.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Ordinance. The City Council hereby finds and determines that there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code directs the City Clerk to cause said Ordinance, within fifteen (15) days after its passage, to be posted in at least five (5) public places within the City. This Ordinance shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this 12th day of October, 2021.

Raul Elias, Mayor

ATTEST:                           APPROVED AS TO FORM:

Anna M. Jerome, City Clerk       Arnold M. Alvarez-Glasman,
                                      City Attorney

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  )$
I, Anna M. Jerome, City Clerk of the City of Pico Rivera do hereby certify that the foregoing Ordinance No. 1146 was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, October 12, 2021, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________________
Anna M. Jerome, City Clerk
To: Mayor and City Council

From: City Manager

Meeting Date: October 12, 2021

Subject: SECOND READING - ADOPTION OF ORDINANCE NO. 1147 AMENDING CHAPTER 8.36 ENTITLED FIREWORKS OF THE PICO RIVERA MUNICIPAL CODE EXTENDING THE DATE THAT SAFE AND SANE FIREWORKS MAY BE DISPLAYED AND SOLD

Recommendation:

1. Adopt Ordinance No 1147, amending Chapter 8.36, Fireworks, of the Pico Rivera Municipal Code (PRMC) extending the date that Safe and Sane Fireworks may be displayed and sold.

Fiscal Impact:

None at this time.

Discussion:

On September 28, 2021, the City Council approved the first reading of Ordinance No. 1147, amending Chapter 8.36, Fireworks, of the Pico Rivera Municipal Code (PRMC). The changes were recommended by the City Council at the City Council meeting of August 10, 2021. The Council directed staff to change the date from July 1st to June 28th to allow Safe and Sane Fireworks to be displayed and sold.

Environmental Analysis:

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environmental) and 15060 (c) (3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.
Conclusion:

Staff recommends that the City Council approve the second reading and adopt Ordinance No. 1147. If adopted, the ordinance will become effective within 30 days.

Steve Carmona

Enclosure: 1) Ordinance No. 1147
ORDINANCE NO. 1147

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 8.36 ENTITLED FIREWORKS OF THE PICO RIVERA MUNICIPAL CODE EXTENDING THE DATE THAT SAFE AND SANE FIREWORKS MAY BE DISPLAYED FOR SALE AND SOLD

WHEREAS, pursuant to the City of Pico Rivera’s (the “City”) police powers set forth under the California Constitution Article XI, Section 7 and California Health & Safety Code (Cal. Health & Saf. Code) § 12541, the City has authority to regulate the sale of fireworks within the City; and

WHEREAS, under California law, fireworks are divided into two (2) categories: “dangerous” and “safe and sane” fireworks (Cal. Health & Saf. Code § 12574); and

WHEREAS, only “safe and sane” fireworks are sold in California for private use because they are considered less dangerous to individuals and pose less of a risk of causing fire and damage to property since such fireworks do not fly, explode, shoot projectiles, travel, or leave the ground, and such fireworks usually exclude very large fireworks or other dangerous devices like rockets and aerial shells; and

WHEREAS, the Pico Rivera Municipal Code (“PRMC”) Title 8: Health and Safety, Chapter 8.36 “FIREWORKS,” currently permits the sale of safe and sane fireworks within the City during the period of beginning at 12:00 p.m. on July 1st and ending at 12:00 a.m. July 5th with a City-issued fireworks sales permit; and

WHEREAS, the City has long prohibited the personal possession, use, and discharge of “dangerous” fireworks, which are defined as all fireworks other than those fireworks defined as “safe and sane” fireworks under Cal. Health & Saf. Code § 12574; and

WHEREAS, in order to reach a reasonable compromise and preserve public peace, health, and safety the Council of the City of Pico Rivera (“City Council”) finds it necessary to enact this Ordinance to increase the period of sale and display of safe and sane fireworks in the City to encourage the sale of safe and sane fireworks.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pico Rivera as follows:

SECTION 1. Findings. The City Council finds and determines that the adoption of this Ordinance is based upon the following findings.

A. The recitals set forth above are incorporated herein as part of the findings.
B. The possession offer for sale, sale, use, display, explosion, ignition, or discharge of dangerous fireworks with the City increases the risk of fire and the associated risk of property damage.
C. In the recent past, residents of the City have resorted to calling the Sheriff’s Department for assistance resulting from the use of dangerous fireworks within the City.

D. The PRMC Title 8: Health and Safety, Chapter 8.36 “FIREWORKS,” currently permits the sale of safe and sane fireworks within the City during the period of July 1st beginning at 12:00 pm. on July 1st and ending at 12:00 a.m. on July 5th.

E. Based on the above, the City Council determines that the provisions contained herein are necessary for the preservation of the public peace, health, and safety.

**SECTION 2.** Title 8, Chapter 8.36, entitled “FIREWORKS” is hereby amended as follows:

**Chapter 8.36 FIREWORKS**

**8.36.040 Exceptions.**

A. Safe and sane fireworks. Display for Sale and Sale of Safe and Sane Fireworks. The display for sale and sale of safe and sane fireworks is only permitted during the period beginning at 12:00 p.m. on July 1st June 28th and ending at 12:00 a.m. on July 5th of the same year. The retail display and sale of safe and sane fireworks without a retail sales permit as required under Section 8.36.100 shall be unlawful.

**8.36.150 Stands—Rules and regulations.**

A. A stand shall not be located within five hundred (500) feet of another fireworks stand.

B. All weeds and combustible material, not including structures, shall be cleared from the location of the stand, including a distance of at least one hundred (100) feet surrounding the stand.

C. “No Smoking” signs shall be prominently displayed in four-inch letters both inside and outside the fireworks stand.

D. Each stand must have an adult watchman in attendance and in charge thereof when the stand is not being used for the sale or dispensing of fireworks. Watchmen shall not sleep inside the fireworks stand.

E. The sale of fireworks for the Fourth of July celebration shall not begin before 12:00 p.m. on July 1st June 28th and shall not continue past 12:00 a.m. on July 5th.

F. All unsold stock and accompanying litter shall be removed from the location by 12:00 p.m. on the second calendar day following expiration of the permit.
G. The fireworks stand shall be removed from the temporary location no later than the fourteenth (14th) day following expiration of the permit, and all accompanying property, materials, and litter shall be cleared from the location by such time and date.

H. No person or permittee shall sell or transfer any fireworks to a person who is under eighteen years of age. No person selling fireworks shall be under eighteen years of age.

I. For the Fourth of July celebration, all permits and licenses shall expire at 12:01 a.m. July 5th of each year; except, when the fourth day of July falls on a Sunday, such permits and licenses shall expire at 11:59 p.m. July 4th.

SECTION 3. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance. The City Council hereby finds and determines that there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code directs the City Clerk to cause said ordinance, within fifteen (15) days after its passage, to be posted in at least five (5) public places within the City. This ordinance shall take effect thirty (30) days after its adoption.
APPROVED AND ADOPTED this 12th day of October, 2021.

___________________________
Raul Elias, Mayor

ATTEST:      APPROVED AS TO FORM:

______________________________  _______________________________
Anna M. Jerome, City Clerk     Arnold M. Alvarez-Glasman,
                               City Attorney

STATE OF CALIFORNIA  )
)§
COUNTY OF LOS ANGELES  )

I, Anna M. Jerome, City Clerk of the City of Pico Rivera do hereby certify that the foregoing Ordinance No. 1147 was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, October 12, 2021, with the following vote:

AYES:    NOES:    ABSENT:    ABSTAIN:

__________________________________
Anna M. Jerome, City Clerk
To: Mayor and City Council
From: City Manager and City Attorney
Meeting Date: October 12, 2021
Subject: APPROVE A RESOLUTION AUTHORIZING THE CITY OF PICO RIVERA TO CONDUCT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommendation:

1. Approve a resolution authorizing the City of Pico Rivera to conduct teleconferenced opening meetings pursuant to Assembly Bill 361.

Fiscal Impact:

There is a fiscal impact to the implementation of AB 361 which is uncertain at this time at which will be based upon the technological adjustments required to comply with this bill.

Background:

On September 20, 2021, Governor Gavin Newson signed Executive Order N-15-21 clarifying that cities may continue to meet remotely in accordance with the procedures outlined by previous executive orders issued. Assembly Bill (AB) 361 allows cities to continue to meet remotely during gubernatorial states of emergency under the modified Brown Act provisions.

AB 361 amends Government Code §54953 to provide more clarity on the Brown Act’s rules and restrictions surrounding the use of teleconferencing to conduct meetings. AB 361 provides relief from teleconferencing requirements, including the obligation to post meeting agendas at all teleconference locations for local agencies. However, the meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. This means, although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.
Discussion:

(A) State of Emergency: Teleconferencing will be Allowed as long as there is an Active Gubernatorial State of Emergency
The bill amends the Brown Act to allow local agencies to continue using teleconferencing and virtual meeting technology as long as there is a gubernatorial “proclaimed state of emergency.” It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (Gov’t Code § 8625).

Currently, the State of California and all local agencies and cities are subject to Governor Newsom’s previously signed State of Emergency:

(B) Public Participation and Public Comment
(1) Local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible.

This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. For instance, local agencies must clearly advertise how members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option. Additionally, local agencies are required to provide the remote access information which includes the URL, email addresses, phone numbers, etc. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s).

Currently, the City must adjust its meeting procedure to be in compliance with the provisions of AB 361 due to the fact that the public currently cannot participate either via telephone or Zoom platforms. However, this practice must be adjusted to allow the speaker requestor to remain open until the public comment process is concluded or such other time as set forth in the meeting agenda, whichever is earlier.

(2) Legislative Bodies must offer the public a chance to comment in real time and until comment period is closed.

Additionally, AB 361 requires a public comment period where the public can address the legislative body directly. This prohibits the board from limiting public comments to only comments submitted in advance. Additionally, the legislative body must allow for public comment (written and/or remote) up until the public comment period is closed at the meetings or until such reasonable time is defined. Until such time during a meeting, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise. An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local
legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.

The City will need to adjust current practices to conform with this requirement and members of the public can continue to submit comments in written form, but now must be allowed to make comments by telephone, or via Zoom attendance. In the past, the City required speaker cards to be submitted prior to the start of public comment period and it is the view of this office that such practice can still be applied.

AB 361 does not restrict the written comment process from continuing, however, that procedure will need to be explained on the agenda. Additionally, while not specifically addressed by AB 361, it appears that there is no prohibition from reading written comments by providing the name of the speaker, the title of their written comment and a brief summary of the comment. The entire written comment does not need to be read in its entirety, provided the comments are distributed to the City Council and the full written comment is placed into the record of the meeting.

(C) Technical Issues
As discussed above, the agenda must include information on the way the public may access the meeting and provide comments remotely. If technical problems arise that result in the public’s access being disrupted, the local agency may not take any vote or other official action until the technical disruption is corrected and public access is restored. (Gov’t Code § 54953(e)(2)(D).)

(D) Local agency must make findings every 30 days by majority vote to continue exemptions to teleconferencing rules
A local agency acting under the teleconference exemptions must make findings about whether the circumstances explained above still apply. Specifically, when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures pursuant to AB 361.

As a result, it is recommended that a resolution be considered by City Council to make said findings (i.e. the legislative body has reconsidered the circumstances of the state of emergency; and any of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing), consistent with AB 361, and re-pass said resolution every 30 days thereafter by a majority vote, should that be the City’s desire to steer in that direction.
Conclusion:

Based on the foregoing, we recommend that the City Council approve the proposed resolution that would authorize the City of Pico Rivera to conduct teleconferenced public meetings pursuant to AB 361. Upon City Council approval, we will proceed with the recommended actions.

Steve Carmona
Arnold Glasman

SC:AMAG

Enclosures:  1) Resolution
            2) Assembly Bill (AB) 361
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, TO ADOPT AND AUTHORIZE THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, the City of Pico Rivera (City), California, values and places the highest priority on public safety and protecting its community, along with keeping the public informed, and the activities of the City and City Council open and transparent; and

WHEREAS, the City remains vigilant with federal, state, and county official updates related to COVID-19 because information, orders, and directives continue to change; and

WHEREAS, the City is committed to preserving and nurturing public access and participation in meetings of City Council; and

WHEREAS, all meetings of the City Council are open and public, as required by the Ralph M. Brown Act (Gov't Code §54950 – 54963), so that any member of the public may attend, participate, and watch City Council conduct their business; and

WHEREAS, the Brown Act, Government Code §54953(e), makes provisions for remote teleconferencing participation in meetings by members of local agencies, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (Gov't. Code §54950 et seq.) so that local agencies can hold public meetings via teleconferences (with audio or video communications, without a physical meeting location), as long as the meeting agenda identifies the teleconferencing procedures to be used; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provision of N-29-20 concerning the conduct of public meetings through September 30, 2021; and

WHEREAS, California Assembly Bill 361 was signed into law on September 16, 2021 which amended Government Code §54953; and

WHEREAS, Assembly Bill 361 has several requirements to ensure the public can view and make public comments during the teleconferenced open meetings, including:
• To provide notice of how members of the public may access the meeting and offer public comments, including the chance for all persons to attend the meeting via a call-in or internet-based service option;

• City Council cannot take further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within City Council’s control which prevents members of the public from offering public comments, until public access is restored;

• Prohibiting City Council from requiring public comments to be submitted in advance of the meeting and would specify that the City Council must provide an opportunity for the public to address the City Council and offer comments in real time, however, written comments may still be submitted in advance;

• Prohibiting City Council from closing the public comment period until the public comment period has elapsed or until a reasonable amount of time has elapsed; and

WHEREAS, Government Code §54953(e)(3)(A-B) permits public meetings by teleconference, but requires agendas be posted at all teleconference locations, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public; and

WHEREAS, Government Code §54953(b)(3) provides an alternative to having public meetings in accordance with Government Code §54953(b)(3) when City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exists;

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City’s subordinate Committees, Commissions, and Boards to meet safely in person; and

2. The State of California and the City continue to impose or recommend measures to promote social distancing.

WHEREAS, the City continues to impose or recommend measures to promote social distancing, which includes, but is not limited to:

1. As a precaution to protect both staff, constituents, and elected officials, public access to in person meetings require proper social distancing and other COVID-19 safety measures (wearing of masks, etc.).

WHEREAS, the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution authorizing the City Manager to conduct teleconferenced public meetings for all City’s Committees, Commissions, and Boards, does not meet CEQA’s definition of a “project”, because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and is exempt pursuant to Section 15269(c) of the CEQA Guidelines, as specific actions necessary to prevent or mitigate an emergency; and

WHEREAS, City Council has considered all information related to this matter, as presented at the public meetings of City Council identified herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

Section 1. The facts set forth in the Recitals, above, are true and correct.

Section 2. The City Council of the City of Pico Rivera has reconsidered the circumstances of COVID-19 state of emergency and that the following circumstances continue to exist:

- The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the City’s subordinate Committees, Commissions, and Boards to meet safely in person; and

- The State of California and the City of Pico Rivera continue to impose or recommend measures to promote social distancing.

Section 3. It is declared that as a result of the findings in Section 2, that the City is authorized to implement teleconferenced public meetings for City Council and all of the City’s Committees, Commissions, and Boards pursuant to Assembly Bill 361.

Section 4. Adoption of this Resolution declares and affirms that the City Council of the City of Pico Rivera authorizes that public meetings be teleconferenced in accordance to the provisions within Assembly Bill 361.

Section 5. Public Comment Periods during Remote Teleconferenced Meetings will be conducted in accordance with Government Code section 54953 (e), Assembly Bill 361, and other applicable provisions of the Brown Act as follows:

1. To ensure the health and safety of the public, residents will have the option of providing public comments in real time either by telephone or internet platforms during City Council meetings.
2. Comments can still be submitted via electronic mail will be submitted to all members of the City Council. The name of the author, subject matter and summary of the written comment will be announced during the public comment period.

3. Members of the public will be allowed a reasonable amount of time per agenda item to provide public comments.

4. All activities during City Council meetings will immediately cease if the internet or website system malfunctions or any technical difficulty arises and will resume until access to the public has been restored.

5. City Council will make findings to this resolution every thirty (30) days by a majority vote to continue exemptions to the teleconferencing rules of the Brown Act.

6. City Council shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the residents and the public appearing before Council.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until thirty (30) days from the adoption of this resolution, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City of Pico Rivera may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

Section 7. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council declares that it would have adopted this Resolution, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Resolution are declared to be severable.

Section 8. This Resolution shall become effective immediately and shall be reconsidered by the City Council in 30 days to assess the state of emergency and determine whether to continue with the provisions set forth in Assembly Bill 361.

Section 9. The Mayor, or presiding officer, is hereby authorized to affix her signature to this Resolution signifying its adoption by the City Council of the City of Pico Rivera and the City Clerk, or her duly appointed assistant, is directed to attest thereto.
APPROVED AND PASSED this 12th day of October, 2021.

___________________________
Raul Elias, Mayor

ATTEST:  

___________________________  ________________________________  
Anna M. Jerome, City Clerk  

APPROVED AS TO FORM:

___________________________  
Arnold M. Alvarez-Glasman,  
City Attorney

AYES:  
NOES:  
ABSENT:  
ABSTAIN:
Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[ Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021. ]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials
have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency’s control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person’s name, or to provide other information, or to fulfill any condition precedent to the person’s attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor’s Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in
connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:
(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.
(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body’s internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all
otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 35111.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.
(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.
(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency’s control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.
(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5
(commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.  Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor’s Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.
(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public’s right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member’s private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public’s right to access information concerning the conduct of the people’s business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.
To:                     Mayor and City Council
From:                  City Manager
Meeting Date:          October 12, 2021
Subject:               10-DAY REPORT ON CITY OF PICO RIVERA’S CAR
                        WASH USE MORATORIUM (URGENCY ORDINANCE NO.
                        1143) PER GOVERNMENT CODE SECTION 65858(d)

Recommendation:

1. Receive, file, and issue a 10-day report on Urgency Ordinance No. 1143
   enacting a 45-day moratorium on car wash uses in the Community General,
   General Commercial, and Commercial Manufacturing zones as required under
   Government Code Section 65858(d).

Fiscal Impact:

There is no fiscal impact associated with the adoption of the ordinance. A report per
Government Code Section 65858(d) must be filed and issued by the City Council at
least 10 days prior to the expiration of the moratorium describing the measures taken to
alleviate the conditions that led to the adoption of the urgency ordinance prior to the
request for extension.

Background:

On September 14, 2021, the City Council adopted Urgency Ordinance No. 1143, a car
wash moratorium. The purpose of the moratorium is to allot City staff time to conduct
research and determine how to mitigate impacts from such uses. Without proper study,
the City may be allowing the development of new, relocated, or expanded car wash
uses that have the potential for negative impacts on traffic, circulation, noise and
security and deterring other uses that may be better suited for the aforementioned
zones and locations while having fewer negative impacts on the surrounding areas.
Automatic car washes are considered by staff as a high intensity use that may have
detrimental effects to the surrounding community. There is an increase in the popularity
of automatic car washes, however, there are detrimental effects to neighborhoods
including noise from the vacuums, water usage, traffic, circulation and specifically the
queuing of vehicles.
Government Code Sections 36937 and 65858 allow the City to extend the 45-day Ordinance for a period of 10 months and 15 days after notice and hearing. Following a first extension, the statute allows the City to extend the interim urgency ordinance a second time, for an additional one-year period. Prior to the extension, the City must issue a written report “… describing the measures taken to alleviate the condition which led to the adoption of the ordinance.”

Discussion:

Pursuant to Government Code Section 65858, Urgency Ordinance No. 1143 takes effect for 45 days and will expire on October 28, 2021, unless extended by the City Council.

The purpose of the ordinance is to provide the Planning Division staff additional time to analyze the feasibility of potential development standards and to address possible impacts to the public health, safety and welfare of the community. The intent of the interim development standards is to preserve the community character within the City.

Pursuant to Government Code Section 65858 (a) and (d), the City may further extend the interim ordinance for 10 months and 15 days provided that 10 days prior to the expiration of the interim ordinance the legislative body issues a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance.

Once the City Council receives and files this report, this staff report shall constitute the City Council’s 10-day report as required under Government Code Section 65858(d) describing the measures taken to alleviate the conditions which lead to the adoption of the ordinance. Since September 14, 2021, Planning Division staff is in the process of the following:

1. Analyzing all impacts of existing car wash facilities including the detrimental effects of traffic, noise, water usage and queuing of vehicles.

2. Creating a list of all type of car wash facilities in the City of Pico Rivera including any entitlements processed and if the car wash facility operators are meeting the conditions of approval.

3. Creating a list of interested parties, stakeholders, and residents to engage in the community input process by way of community meetings and City study sessions.
4. Initiated meetings with staff from the City’s Engineering Division, Building and Code Enforcement Division to review the impacts of the interim ordinance and future potential development standards.

5. Creating a handout to educate potential developers on possible new development standards that may mitigate impacts of a car wash operation to facilitate the approval process.

6. Reviewing regulations in surrounding cities to determine adopted codes, taxes and fees implemented and the impacts on their respective communities.

7. Study the impacts of car washes in certain zones specifically commercial versus industrial zones where traffic circulation impacts may be minimized.

8. Reviewing the City’s General Plan to determine whether car wash uses are consistent with the General Plan’s adopted goals and policies.

Pursuant to Government Code Section 65858 (a) and (d) Planning Division staff requires additional time to study the impacts of the interim development standards and their applicability to protect the community from adverse impacts. Additional time is also required to take the potential development standards to the Planning Commission for a recommendation to the City Council and to garner public input on the interim and potential future development standards.

**Conclusion:**

Staff recommends that the City Council receive, file, and issue this 10-day report. Staff will request that Urgency Ordinance No. 1143 be extended for 10 months 15 days per Government Code Section 65858 at the next City Council meeting.

Steve Carmona

SC:MG:JG:jj

Enclosure: 1) Urgency Ordinance No. 1143
ORDINANCE NO. 1143

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING A 45-DAY MORATORIUM PROHIBITING THE APPROVAL, EXPANSION, INTENSIFICATION, OR RELOCATION OF ANY NEW CAR WASH USES IN COMMUNITY COMMERCIAL, GENERAL COMMERCIAL AND COMMERCIAL MANUFACTURING ZONES

WHEREAS, Article 11, Section 7 of the California Constitution authorizes the City to make and enforce laws within its limits all local, police, sanitary, and other Ordinances and regulations not in conflict with general laws; and

WHEREAS, without well-planned neighborhoods and commercial corridors, sections of the City can quickly deteriorate, with consequences to social, environmental and economic value; and

WHEREAS, the City is currently analyzing the current number of car wash uses to determine the impacts to adjacent neighborhoods and commercial corridors including noise, traffic and circulation; and

WHEREAS, the City desires to place a moratorium on car wash uses in Community Commercial, General Commercial and Commercial Manufacturing zones to permit staff to conduct research on the impacts to neighborhoods and traffic and necessary development standards and regulations reasonably necessary to mitigate the potential impacts; and

WHEREAS, the City desires to study and possibly create guidelines and/or development standards for car wash uses to better incorporate such uses within the community; and

WHEREAS, the City requires time to properly assess the number of and repercussions and impacts associated with having car wash uses; and

WHEREAS, the City continues to receive inquiries and permit applications from prospective businesses interested in the above referenced use; and

WHEREAS, there is an immediate threat to the public health, safety and welfare of the community as the subject establishments locate in the City without adequate development standards and regulations in place, and, absent the adoption of this Urgency Interim Ordinance, it is likely that the establishment or operation of the subject uses without appropriate controls in place to regulate their impacts on the community will result in harmful effects to businesses, property owners and residents of the City; and

WHEREAS, the City Council finds a current and immediate threat to the public health, safety, and welfare would result if the City of Pico Rivera issues permits, business licenses, or other applicable licenses for the establishment, expansion or relocation of car
ORDINANCE NO. 1143
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wash uses in Community Commercial, General Commercial and Commercial Manufacturing zones; and

WHEREAS, the City seeks a moratorium on the establishment, relocation, or expansion of car wash uses in Community Commercial, General Commercial and Commercial Manufacturing zones to provide the City time to study and plan its approach to the subject use.

NOW, THEREFORE, the City Council of the City of Pico Rivera does ordain as follows:

SECTION 1. In accordance with the authority granted pursuant to Government Code Section 65858, from and after the effective date of this Ordinance, no person, partnership, corporation, or other entity shall commence doing business as a car wash use in Community Commercial, General Commercial and Commercial Manufacturing zones as listed under the Pico Rivera Municipal Code.

SECTION 2. This Ordinance is exempt from California Environmental Quality Act (CEQA) Guidelines based on the following findings:

a) This Ordinance is not a project within the meaning of Section 15061 (b) (3) of the CEQA Guidelines because it has no potential of resulting in a physical change in the environmental, directly or indirectly.

b) This Ordinance is categorically exempt for CEQA under Section 15308 of the CEQA Guidelines as it is a regulatory action taken by the City pursuant to its police power and according with Government Code Section 65858, to assure maintenance and protection of the environment and adoption of contemplated local legislation, regulation and policies.

c) This Ordinance is not subject to CEQA under the general rule set forth in Section 15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment. For the reasons set forth in subparagraphs (1) and (2) above, it can be seen with certainty that there is no possibility that this ordinance will have a significant effect on the environment.

SECTION 3. This Ordinance is an Interim Zoning Ordinance enacted pursuant to Sections 36934 and 65858 of the Government Code of the State of California, and in accordance therewith, shall be of no further force and effect forty-five (45) days after the adoption of this Ordinance unless extended in accordance with Section 65858 of the Government Code. The City Council hereby finds, based on oral and written reports, determines and declares that the immediate preservation of the public peace, health, safety and welfare necessitates the enactment of this Ordinance as an urgency Ordinance. The City Council further finds there is a current and immediate threat to the
ORDINANCE NO. 1143
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public health, safety and welfare necessitating the adoption of this Ordinance as an Urgency Interim Zoning Ordinance under Section 65858. Said findings are as follows:

a) There are no regulations within the City of Pico Rivera that addresses the location of or regulations for a car wash use in Community Commercial, General Commercial and Commercial Manufacturing zones.

b) It is necessary to study the adoption of amendments to the City's Municipal Code and Zoning Ordinance to implement reasonable development standards, regulations, and land use review in order to understand and address impacts of a car wash uses in the Community Commercial, General Commercial and Commercial Manufacturing zones.

c) As a result of the manner or hours of operation, traffic, circulation, noise, security, or lack thereof, siting, or maintenance of a car wash use in the Community Commercial, General Commercial and Commercial Manufacturing zones have the potential of becoming a source of high intensity impacts resulting in the creation of a public nuisance.

d) The City of Pico Rivera is experiencing inquiries for Community Commercial, General Commercial and Commercial Manufacturing zones which if approved would frustrate the purpose of study.

e) The City of Pico Rivera requires time to study the impacts of car wash uses, which if approved would result in the deleterious effects on the public health, safety and welfare.

f) The potential development of new, relocated, or expanded car wash uses within the aforementioned zones prior to the completion of the City's study may have negative impacts to traffic, circulation, noise, and security and pose an immediate threat to the public's health, safety, and welfare.

g) The best method of protecting public safety, health and welfare is to create development standards and regulations concerning the development, location, and operation of new, relocated and expanded car wash uses.

h) If an urgency interim zoning Ordinance is not adopted immediately, additional businesses will be established which are contrary to the orderly, planned and coordinated development and future use of properties within the City of Pico Rivera because there are currently no specific zoning regulations, entitlements, business permits or other special regulations regulating the establishment, location and operation.

SECTION 4. This moratorium shall not prohibit the following:
a) The renewal of a business license for an existing establishment as stated in section 3 (a) provided that the renewal seeks to maintain the establishment in its current location, and the establishment is operating in the same manner without any expansion or intensification of the use, and is housed within a building, which complies with all City, State, federal or otherwise applicable, codes, rules, regulations.

b) The issuance of permits for emergency or emergency related repairs.

**SECTION 5.** In order to protect the public health, safety and welfare it is necessary to enact this Ordinance as an urgency measure to go into effect immediately upon its adoption, and that to enact this Ordinance after giving notice, holding public hearings and two readings thereof, and thereafter to await thirty days for said Ordinance to become effective, will be detrimental to the public health, safety and welfare, in that during the interim period further such establishments may be situated without the benefit of proper criteria and regulations. It is therefore necessary that this Ordinance go into effect immediately upon adoption.

**SECTION 6.** The City Council hereby declares that it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that the provisions of this Ordinance are severable, and if, for any reason, any sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

**SECTION 7.** No person shall violate any provision, or fail to comply with any of the requirements of this Ordinance, and any person violating any provision, or failing to comply with any provision of this Ordinance is guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this Ordinance shall be punished by a fine of not more than $1,000 or by imprisonment in the City or County Jail for a period not exceeding one year, or by both such fine and imprisonment.

**SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law. This Ordinance shall take effect immediately upon its adoption. This Ordinance shall be effective for a period of 45 days unless extended pursuant to California Government Code Section 65858.
ORDINANCE NO. 1143
Page 5 of 5

APPROVED AND ADOPTED this 14th day of September 2021 by members of the City Council of the City of Pico Rivera, voting as follows:

Raul Elias, Mayor

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, Anna M. Jerome, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Ordinance No. 1143 was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, 14 of September 2021, with the following vote:

AYES: Camacho, Lara, Lutz, Sanchez, Elias
NOES: None
ABSENT: None
ABSTAIN: None

Anna M. Jerome, City Clerk
To: Mayor and City Council

From: City Manager

Meeting Date: October 12, 2021

Subject: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 21-2029 WITH RINCON CONSULTANTS, INC. FOR PLANNING DIVISION SERVICES

Recommendation:

1. Approve the amendment to the existing Professional Services Agreement (PSA) with Rincon Consultants, Inc. for a not-to-exceed amount of $270,000 to provide contract staffing for planning services.

Fiscal Impact:

On September 20, 2021, City staff entered into a PSA in the amount of $30,000 with Rincon Consultants, Inc. to provide contract staffing for planning review services. Staff is requesting to increase the contract amount by $40,000 to continue to provide in-house staff to assist with day-to-day review of planning projects and other assigned planning duties. The salary savings from three (3) vacant positions in the Planning Division will be used to supplement the contract. Staff is also requesting an additional $200,000 for off-site planners to assist in completing projects in which developers have requested expedited entitlement services such as conditional use permits, subdivisions and land vacations. The developers shall cover the expense for the contract planners to complete these projects.

Staff is requesting a budget adjustment for the in-house contract planners and assistance with entitlements in the amount of $270,000 in General Fund Account No. 100.30.3010.51300 and appropriate the same $270,000 in General Fund Account No. 100.30.3010.54400.

Discussion:

The Planning Division has been experiencing heightened activity in permitting, entitlement applications and plan check requests over the past year. At the same time, the division has been challenged with an unforeseen amount of vacancies, including an Assistant Planner, Planner and Principal Planner. Due to these staff shortages, delays in approval times have been experienced for Conditional Use Permits, plan checks and over the counter permits. In order to properly serve the community and ensure efficient and effective customer service, staff called on contract planning services to help meet
this demand. In early September 2021, staff entered into an agreement with Rincon Consultants, Inc. to obtain these services, for a contract amount not-to-exceed $30,000. To ensure a continuation of service and prevent further delays, staff would like to augment contract planning services.

Staff conducted an informal bid process in order to obtain contract planning assistance as soon as possible. Staff solicited bids from three (3) reputable firms: Rincon Consultants, Inc., Michael Baker International, Inc. and Environmental Science Associates. Staff received bids with contract staffing resumes and rate sheets from Rincon Consultants, Inc. and Michael Baker International Inc. (there was no response from Environmental Science Associates). After evaluating the resumes and rates sheets, staff determined that Rincon Consultants was the most responsive and responsible bidder. Further, Rincon Consultants’ bid includes interim staff time from a former Planning Division employee of the City that will facilitate the transition of projects to new staff hired from the active recruitment process which will improve customer service response times. Staff estimates the total cost of these services to be $40,000 and would help with the backlog.

At the same time, staff has received numerous requests by developers to expedite the review of entitlements, most of which are complex and time-intensive. Ordinarily, if the Planning Division were fully staffed, these services might be provided through internal staffing, with assistance from consultants for the complex components. However, with the shortage of staff and the urgency of developers, staff is proposing augmenting the Rincon Consultants’ contract and provide expedited review services to the developers. The City’s costs would not be increased, as the developers are responsible for covering the expense for these expedited services performed by contract planners. Current City staff will oversee the contract planners to ensure projects are completed appropriately and within specific timelines. The cost of the services are anticipated to be approximately $200,000, and will be paid for through the collection of entitlement fees paid directly by the developer. The developers will provide the City with a deposit in order to cover the expenses of these expedited services.

**Conclusion:**

Staff recommends to increase the contract amount by $270,000 to provide day-to-day contract planning services as well as project based contract planners to expedite entitlements.

Steve Carmona

SC:MG:JG:jj

Enclosures: 1) Amendment No. 1  
2) Agreement No. 21-2029
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH RINCON CONSULTANTS INC., AGREEMENT NO. 21-2029

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 21-2029 FOR PROFESSIONAL SERVICES WITH RINCON CONSULTANTS INC., ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and RINCON CONSULTANTS INC., ("CONSULTANT").

RECATALS

A. CITY and CONSULTANT (collectively referred to as the “PARTIES”) have previously executed that certain Agreement No. 21-2029 Professional Services Agreement Between the City of Pico Rivera and Rincon Consultants, Inc., dated September 9, 2021, ("Agreement") relating to professional services in the City of Pico Rivera.

B. Pursuant to Sections 4, 5.1 and 32 of the Agreement, the PARTIES desire to amend Section 3.4 and Section 5.1 of the Agreement as set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF ESTIMATED AMOUNT.

Consultant shall provide the services described in Section 5.1 regarding Consultant's Services and shall be compensated in accordance with Approved Fee Schedule set forth in Section 3.2 and the total compensation and costs payable to Consultant under this Agreement shall be increased to an amount not to exceed $270,000.00.

2. TERM EXTENSION.

The contract term set forth in Section 3.4 of the Agreement shall be modified as follows:

3.4 “Expiration Date”: June 30, 2022

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.
4. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No.1.

[End of Amendment No.1. Signatures to follow.]

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

**“CITY”**
CITY OF PICO RIVERA

**“CONSULTANT”**
RINCON CONSULTANTS INC.

______________________________ _________________________________
Steve Carmona, City Manager
Title: _____________________________
Dated: __________________________ Dated: __________________________

ATTEST: APPROVED AS TO FORM

___________________________ _________________________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney
AGREEMENT NO. 21-2029
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
RINCON CONSULTANTS, INC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Rincon Consultants, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide contract planning services for current planning responsibilities such as over the counter applications, entitlements and responding to applicant and public inquiries.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant’s 8/27/21 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant’s 8/27/21 proposal to City attached hereto as Exhibit “A”.

3.3 "Commencement Date": 9/20/21

3.4 "Expiration Date": 12/20/21

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such
changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of ($30,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. **CONFLICT OF INTEREST**
Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abtain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Kimiko Lizardi, Director of Environmental and Long-Range Planning shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or
sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.3 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 Section 15
or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 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.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.
16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit and Two Million Dollars ($2,000,000) in the annual aggregate.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.
16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right
to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Julia Gonzalez, Deputy Director
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, California 90660
(562) 801-4447

If to Consultant:
Kimiko Lizardi, Director of Environmental and Long Range Planning
Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
(805) 644-4455

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
(562) 699-5500

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered,
as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. 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.

23. ASSIGNMENT

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.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. CAPTIONS

25.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
25.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER

26.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

26.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

26.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

27. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

28. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

29. GOVERNING LAW
This Agreement shall be governed and construed in accordance with the laws of the State of California.

30. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
Rincon Consultants, Inc.

Steve Carmona, City Manager
Kimiko Lizardi, Director
Dated: 9-9-21
Dated: ______________________

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A

Rincon Consultants, Inc.
Contract Planners
2021 Rate Schedule/Scope of Service

Scope of Services:
The City requests contract planners to support current planning responsibilities including:

- Counter staffing
- Responding to phone and email inquiries
- Plan checks
- Entitlement processing
- Other similar activities

The City requires contract planning support for four days a week (Monday through Thursday) starting on September 20, 2021 through approximately December 20, 2021. This scope has been split into two separate phases for budgeting purposes as follows:

Phase I – 12 work days starting September 20, 2021 through approximately October 28, 2021
Phase II – 15 work days starting November 1, 2021 through approximately December 20, 2021

The first week of the contract period during Phase I will consist of trainings to occur on September 20, 2021 and September 22, 2021. Both planners will report to the City of Pico Rivera on these two training days from 8:00AM to 5:00PM. After the first week of training, schedules will be as described below.

The proposed consultant team has been selected to support the City’s needs for this request. However, it should be noted that Rincon provides additional in-house planning staff, technical experts and specialists that can be called upon to support additional project needs.

<table>
<thead>
<tr>
<th>NAME/TITLE</th>
<th>ROLE</th>
<th>RESPONSIBILITY/DUTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kimiko Lizardi, Director Environmental and Long-Range Planning</td>
<td>Contract Administrator</td>
<td>Contract oversight and management</td>
</tr>
</tbody>
</table>
| Susan Hernandez, Assistant Planner              | Contract Planner          | • Support training of new contract staff  
|                                               |                           | • Schedule: Tuesday and Thursday, 8:00AM – 5:00PM  
|                                               |                           | • Counter staffing  
|                                               |                           | • Responding to phone and email inquiries  
|                                               |                           | • Plan checks  |
• Entitlement processing (assumes mostly minor permits)
• Other similar activities as requested by Julia Gonzalez, Deputy Director

Lisa Krause, Associate Planner | Contract Planner
---|---
• Schedule: Monday and Wednesday, 8:00AM – 5:00PM
• Counter staffing
• Responding to phone and email inquiries
• Plan checks
• Entitlement processing (assumes mostly minor permits)
• Other similar activities as requested by Julia Gonzalez, Deputy Director

It should be noted that Lisa Krause has over 10 years of experience in city planning. She is capable of managing more complex projects from start to finish. This current scope assumes 2-days per week up to 8 hours per day fulfilling the duties as described above. Should the City desire additional support or desire a shift in responsibilities/duties, there may be opportunities for Lisa to remotely support additional case processing needs (additional hours) dependent on her overall workload at that time. Should the City desire this shift or modification, the scope and budget would need to be reevaluated.

Additionally, Rincon can provide additional staff or replacement staff subject to availability and sufficient prior notice. Rincon’s full fee schedule is provided below.

Scope Assumptions:

• Assumes 8-hour work days (breaks/lunch in accordance with California Labor Code law)
• Assumes no more than 2-days per week per identified contract staff, unless otherwise approved
• Assumes that the contract planners may exchange their scheduled days or provide sick coverage subject to approval from Julia Gonzalez, Deputy Director and Kimiko Lizardi, Contract Administrator.
• Assumes travel time as identified in the Cost Estimate Detail and Fee Schedule
• Assumes duties/responsibilities as described in scope of services
• In the event one of the contract planners is sick, we will endeavor to provide coverage with the other identified contract planner. However, this coverage cannot be guaranteed and is subject to the above identified approvals.

Cost Estimate Detail and Fee Schedule:

Proposed Staff Hourly Rates

<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Role</th>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kimiko Lizardi</td>
<td>Contract Administrator</td>
<td>Director I</td>
<td>$250</td>
</tr>
<tr>
<td>Susan Hernandez</td>
<td>Contract Planner</td>
<td>Planner III</td>
<td>$152</td>
</tr>
<tr>
<td>Lisa Krause</td>
<td>Contract Planner</td>
<td>AN01 – As Needed</td>
<td>$150</td>
</tr>
</tbody>
</table>
Cost Estimate Detail – Phase I

<table>
<thead>
<tr>
<th></th>
<th>Kimiko Lizardi</th>
<th>Susan Hernandez</th>
<th>Lisa Krause</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Staffing</td>
<td>250</td>
<td>152</td>
<td>150</td>
<td>$28,992.00</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>1</td>
<td>96</td>
<td>96</td>
<td>$250.00</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>1</td>
<td>96</td>
<td>96</td>
<td>$29,242.00</td>
</tr>
<tr>
<td>TRAVEL</td>
<td></td>
<td></td>
<td></td>
<td>$323.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$29,565.00</td>
</tr>
</tbody>
</table>

Notes: Travel calculated as mileage to/from the LA office to Pico Rivera at $.56/mile, assumes approximately 12 work days/trips per contract planner
Fee Schedule

Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

<table>
<thead>
<tr>
<th>Professional, Technical and Support Personnel*</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal II</td>
<td>$270</td>
</tr>
<tr>
<td>Director II</td>
<td>$270</td>
</tr>
<tr>
<td>Principal I</td>
<td>$250</td>
</tr>
<tr>
<td>Director I</td>
<td>$250</td>
</tr>
<tr>
<td>Senior Supervisor II</td>
<td>$228</td>
</tr>
<tr>
<td>Supervisor I</td>
<td>$215</td>
</tr>
<tr>
<td>Senior Professional II</td>
<td>$195</td>
</tr>
<tr>
<td>Senior Professional I</td>
<td>$179</td>
</tr>
<tr>
<td>Professional IV</td>
<td>$164</td>
</tr>
<tr>
<td>Professional III</td>
<td>$152</td>
</tr>
<tr>
<td>Professional II</td>
<td>$135</td>
</tr>
<tr>
<td>Professional I</td>
<td>$120</td>
</tr>
<tr>
<td>Associate III</td>
<td>$108</td>
</tr>
<tr>
<td>Associate II</td>
<td>$98</td>
</tr>
<tr>
<td>Associate I</td>
<td>$90</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$85</td>
</tr>
<tr>
<td>Senior GIS Specialist</td>
<td>$155</td>
</tr>
<tr>
<td>GIS/CADD Specialist II</td>
<td>$135</td>
</tr>
<tr>
<td>GIS/CADD Specialist I</td>
<td>$120</td>
</tr>
<tr>
<td>Technical Editor</td>
<td>$120</td>
</tr>
<tr>
<td>Production Specialist</td>
<td>$98</td>
</tr>
<tr>
<td>Clerical</td>
<td>$85</td>
</tr>
</tbody>
</table>

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $350.

Reimbursable Expenses

<table>
<thead>
<tr>
<th>Direct Cost</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photocopies – Black and White</td>
<td>$0.20 (single-sided) &amp; $0.40 (double-sided)</td>
</tr>
<tr>
<td>Photocopies – Color</td>
<td>$1.50 (single-sided) &amp; $3.00 (double-sided)</td>
</tr>
<tr>
<td>Photocopies – 11 x 17</td>
<td>$0.50 (B&amp;W) &amp; $3.00 (color)</td>
</tr>
<tr>
<td>Oversized Maps</td>
<td>$8.00/square foot</td>
</tr>
<tr>
<td>Digital Production</td>
<td>$15/disc and $20/flash drive</td>
</tr>
<tr>
<td>Light-Duty and Passenger Vehicles*</td>
<td>$85/day</td>
</tr>
<tr>
<td>4WD and Off-Road Vehicles*</td>
<td>$135/day</td>
</tr>
</tbody>
</table>

* $0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation: Standard rates subject to annual escalation.

Payment Terms: All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

Effective July 1, 2021
<table>
<thead>
<tr>
<th>Equipment</th>
<th>Day Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Site Assessment</td>
<td></td>
</tr>
<tr>
<td>Soil Vapor Extraction Monitoring Equipment</td>
<td>$144</td>
</tr>
<tr>
<td>Four Gas Monitor</td>
<td>$124</td>
</tr>
<tr>
<td>Flame Ionization Detector</td>
<td>$100</td>
</tr>
<tr>
<td>Photo Ionization Detector</td>
<td>$75</td>
</tr>
<tr>
<td>Hand Auger Sampler</td>
<td>$57</td>
</tr>
<tr>
<td>Water Level Indicator, GC Purge Pump</td>
<td>$415</td>
</tr>
<tr>
<td>Natural Resources Field Equipment</td>
<td></td>
</tr>
<tr>
<td>UAS Drone</td>
<td>$250</td>
</tr>
<tr>
<td>Spotting or Fiberoptic Scope</td>
<td>$155</td>
</tr>
<tr>
<td>Pettersson Bat Ultrasound Detector/Recording Equipment</td>
<td>$155</td>
</tr>
<tr>
<td>Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)</td>
<td>$103</td>
</tr>
<tr>
<td>GPS (Sub-meter Accuracy)</td>
<td>$60</td>
</tr>
<tr>
<td>Infrared Sensor Digital Camera or Computer Field Equipment</td>
<td>$52</td>
</tr>
<tr>
<td>Scent Station</td>
<td>$21</td>
</tr>
<tr>
<td>Laser Rangefinder/Altitude</td>
<td>$30</td>
</tr>
<tr>
<td>Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar</td>
<td>$8</td>
</tr>
<tr>
<td>Mammal Trap, Large/Small</td>
<td>$1.50/$0.50</td>
</tr>
<tr>
<td>Water and Marine Resources Equipment</td>
<td></td>
</tr>
<tr>
<td>Boat (26 ft. Rados or Similar)</td>
<td>$655</td>
</tr>
<tr>
<td>Boat (20 ft. Boston Whaler or Similar)</td>
<td>$310</td>
</tr>
<tr>
<td>Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS</td>
<td>$195</td>
</tr>
<tr>
<td>Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)</td>
<td>$57</td>
</tr>
<tr>
<td>Refractometer (Salinity) or Turbidity Meter</td>
<td>$35</td>
</tr>
<tr>
<td>Large Block Nets</td>
<td>$103</td>
</tr>
<tr>
<td>Minnow Trap</td>
<td>$88</td>
</tr>
<tr>
<td>Net, Hand/Large Seine</td>
<td>$10/$50</td>
</tr>
<tr>
<td>Field Equipment Packages</td>
<td></td>
</tr>
<tr>
<td>Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)</td>
<td>$100</td>
</tr>
<tr>
<td>Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mit, Deformite Satellite Beacon, 24-Hour Safety Phone)</td>
<td>$330</td>
</tr>
<tr>
<td>Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)</td>
<td>$155</td>
</tr>
<tr>
<td>Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)</td>
<td>$52</td>
</tr>
<tr>
<td>Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulator, Wetsuits, etc.)</td>
<td>$50/ diver</td>
</tr>
<tr>
<td>Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)</td>
<td>$50</td>
</tr>
<tr>
<td>Insurance, Hazard and Safety Fees</td>
<td></td>
</tr>
<tr>
<td>L&amp;M Dive Insurance</td>
<td>$50/ diver</td>
</tr>
<tr>
<td>Level C Health and Safety</td>
<td>$60/ person</td>
</tr>
</tbody>
</table>
To: Mayor and City Council

From: City Manager

Meeting Date: October 12, 2021

Subject: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 20-1932 WITH JAS PACIFIC FOR BUILDING AND SAFETY SERVICES

Recommendation:

1. Approve the amendment to the existing Professional Services Agreement (PSA) with JAS Pacific for a not-to-exceed amount of $180,000 for fiscal year (FY) 2021-22 to provide Building and Safety services.

Fiscal Impact:

The current three-year PSA in the not-to-exceed amount of $250,000 with JAS Pacific expires in June of 2022. The amount of $250,000 has been expended. As such, staff is requesting that the City Council approve the amendment to the PSA in a not-to-exceed amount of $180,000. The amount of $180,000 has been appropriated in FY 2021-22 General Fund Budget to the Community and Economic Development Building Division Professional Services Account No. 100.30.4020-54500. No additional appropriations are needed at this time.

Discussion:

On January 14, 2020 the City Council approved a three-year PSA with JAS Pacific in the not-to-exceed amount of $250,000. A Request for Proposal (RFP) was issued and staff received bids from 11 firms. A panel of four (4) staff members scored the proposals based on the scoring criteria prescribed in the RFP. The evaluating panel unanimously ranked JAS Pacific as the most qualified consultant based upon the variety of experts they have in-house, the number of years that staff have been with the firm and their ability to accommodate developers by expediting plan check reviews.

The PSA includes plan check services and staff augmentation for a Building Official and Code Enforcement Officers as needed. During the contract period, staff primarily used plan check services and the services of a Building Official for a minimum of four (4) hours a week.

During the COVID-19 pandemic, the need for plan check services increased. Staff believes that due to low interest rates many homeowners refinanced and were able to
proceed with long awaited home improvements. Staff has also experienced an increase in Accessory Dwelling Unit (ADU) applications since the state relaxed development standards facilitating development. Below is a fiscal year comparison showing an increase of 106 plan check services from the prior fiscal year.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RESIDENTIAL</strong></td>
<td>191</td>
<td>151</td>
<td>249</td>
</tr>
<tr>
<td><strong>COMMERCIAL</strong></td>
<td>95</td>
<td>86</td>
<td>94</td>
</tr>
<tr>
<td><strong>TOTAL FOR FISCAL YR</strong></td>
<td><strong>286</strong></td>
<td><strong>237</strong></td>
<td><strong>343</strong></td>
</tr>
</tbody>
</table>

There are eight (8) months remaining in the contract and staff estimates that approximately $70,000 ($7,000/month) in plan check services will be needed. In the last year approximately $6,000 has been expended per year. Staff has also included a contingency of approximately 17% as construction forecasts predict construction growth in residential and commercial development.

Staff also plans to utilize Code Enforcement Inspector services for the next three (3) to six (6) months while the vacant part-time Code Enforcement Officer (included in the 2021-22 budget) is filled. A second part-time Code Enforcement Officer will be utilized to replace an Officer who is currently out. These part-time Officers will be scheduled to provide Code Enforcement services on Friday and weekends. Additionally, they will assist with ensuring street vendors are operating within the City with the appropriate permits, and implementing the vacant lot ordinance. It is estimated that $91,200 ($95/hour x 40 hours x 24 weeks (6 months)) will be expended during the next six (6) months for these services.

**Conclusion:**

Staff recommends that the City Council approve Agreement Amendment No. 1, in an amount not-to-exceed $180,000 for the augmentation building services through June 30, 2022. Approval will ensure that CED operations continue to function efficiently and effectively, providing timely services for the community.

Steve Carmona

SC:MG:JG:jj

Enclosure: 1) Amendment No. 1
2) Agreement No. 20-1932
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH JAS PACIFIC, AGREEMENT NO. 21-1932

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 21-1932 FOR
PROFESSIONAL SERVICES WITH JAS PACIFIC., ("Amendment No. 1"), effective as
of the date specified in paragraph 3 hereof, is made and entered into by and between the
CITY OF PICO RIVERA ("CITY"), and Jason Addison Smith Consulting Services, Inc.,
DBA JAS Pacific, ("CONSULTANT").

RECITALS

A. CITY and CONSULTANT (collectively referred to as the “PARTIES”) have
previously executed that certain Agreement No. 21-1932, Professional Services
Agreement Between the City of Pico Rivera and JAS Pacific, dated January 15,
2020, ("Agreement") relating to professional services in the City of Pico Rivera.

B. Pursuant to Sections 5 and 29 of the Agreement, the PARTIES desire to amend
Section 5.1 of the Agreement as set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF ESTIMATED AMOUNT.

Consultant shall provide the services described in Section 5.1 regarding
Consultant's Services and shall be compensated in accordance with Approved Fee
Schedule set forth in Section 3.2 and the total compensation and costs payable to
Consultant under this Agreement shall be increased to an amount not to exceed
$436,000.00.

2. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms
and provisions of the Agreement between the CITY and CONSULTANT shall
remain in full force and effect. If there is conflict between this Amendment and the
Agreement, the terms of this Amendment will prevail.

3. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective
as of the date set forth below on which the last of the parties, whether CITY or
CONSULTANT, executes this Amendment No.1.

[End of Amendment No.1. Signatures to follow.]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF PICO RIVERA

______________________________
Steve Carmona, City Manager
Title: _____________________________
Dated: ________________________

“CONSULTANT”
JAS PACIFIC

______________________________
Anna M. Jerome, City Clerk
Arnold M. Alvarez-Glasman, City Attorney

ATTEST:
APPROVED AS TO FORM
AGREEMENT NO. 20-1932
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
JAS PACIFIC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Jason Addison Smith Consulting Services, Inc., DBA JAS Pacific, a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services for the Building and Safety Division of the Community and Economic Development Department. The Consultant may provide Building Official administration, plan review and permit issuance, inspection, and other staff augmentation services as assigned by the Director of Community and Economic Development on an as-needed basis during the term of this Agreement.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant’s bid proposal dated November 4, 2019 to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant’s fee proposal dated November 4, 2019 to City attached hereto as Exhibit "B."

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on May 1, 2019, and shall expire at 11:59 p.m. on June 30, 2022, unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT’S SERVICES
Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation and/or rates, shall be incorporated by written amendment to this Agreement. In no event shall the total annual compensation and costs payable to Consultant, under this Agreement, exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City shall compensate Consultant for the services provided under this Agreement at the applicable rates in the Approved Fee Schedule (Exhibit ‘B’) attached hereto and incorporated by reference, which includes any travel costs, mileage, overhead, or other expenses incurred by the Consultant in the performance of services pursuant to this Agreement.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty 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.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this
Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. **PERSONNEL**

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Stuart Tom, PE, CBO shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. **INDEPENDENT CONTRACTOR**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. **INDEMNIFICATION**

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest
protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

14.3 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 Section 14 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.

14.4 The obligations of Consultant under this Section 14 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, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

14.6 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.

14.7 PERS ELIGIBILITY INDEMNITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under
this Agreement violates the above-referenced provision and makes a claim to be eligible for enrollment in PERS as an employee of the City and is ultimately allowed to enroll in PERS, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors. No other amounts or financial obligations will be owed to City should this contingency occur.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement do not make a claim to be eligible for enrollment in PERS as an employee of the City, but he/she is nevertheless determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment, and required to enroll, in PERS as an employee of the City, Consultant shall have no duty or obligation to indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, or for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, or any other costs, fees or expenses, including attorney’s fees, arising out of this determination.

15. **INSURANCE**

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence / Two Million Dollars ($2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

15.1.3 Worker’s Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.
15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any excusal wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. **MUTUAL COOPERATION**

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. **RECORDS AND INSPECTIONS**
Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Julia Gonzalez, Deputy Director  
Community and Economic Development Dept.  
City of Pico Rivera  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Phone: 562-801-4332  
Email: juliagonzalez@pico-rivera.org

If to Consultant:

Stuart Tom, PE, CBO  
President  
JAS Pacific  
201 N. Euclid Avenue, Suite A  
Upland, CA 91786  
Phone: (909) 605-7777  
Email: stuart@jaspacific.com

20. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. **TERMINATION**
21.1. City shall have the right to terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. 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.

22. ASSIGNMENT

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.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
25. **NON-WAIVER**

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. **COURT COSTS**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions
of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

ATTEST:

Anna M. Jerome, City Clerk
Date: 1/15/2020

City of Pico Rivera
By: Gustavo V. Camacho, Mayor
Date: 1/14/2020

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney
Date: 1/14/2020

JAS PACIFIC
By: Jason A. Smith, Chief Executive Officer
Date: 1/14/2020
November 4, 2019

Julia Gonzalez
Director of Community and Economic Development
City of Pico Rivera
6615 Passons Blvd
Pico Rivera, CA 90660

RE: Request for Proposals – Building and Safety Services

Dear Ms. Gonzalez,

Please accept this proposal as prepared for the City of Pico Rivera (City) for Building and Safety Support Services as detailed in the Request for Proposals as submitted by Jason Addison Smith Consulting Services, Inc, DBA JAS Pacific to be valid for a period of not less than twelve (12) months from the date of submittal.

Founded and incorporated in California in 1993, JAS Pacific is a full-service comprehensive provider in building and safety services, including plan review, inspection, permit center and public information counter, clerical assistance, full department management and administration, urban planning and public works, and specialized management services. JAS Pacific is prepared to provide the City with Building and Safety Support Services. Through contracting with JAS Pacific for these services, the City will maintain its building standards throughout the community thus ensuring compliance and minimize liability and risk factors. Additionally, JAS Pacific will provide said services in a responsive, cost-effective manner, not compromising thorough customer service to the City, its residents, businesses, and developers.

JAS Pacific has provided building and safety support services for over 25 years in California. Our main office is located at 201 North Euclid Avenue, Suite A, Upland, California, and we currently provide services to numerous local and regional governmental entities throughout the state ranging in size and geography, providing a sufficient labor commitment for both temporary and long-term staffing. Our strong presence in the region offers the strength, stability, experience, and technical competence that is desired of a contractor of plan Check, inspection, and permit processing services. Because of our reputation and expertise, JAS Pacific is both organizationally and financially sound and is qualified to provide the requested services to the City.

JAS Pacific staff can make available to the City a broad offering of expertise in all areas of building and safety services. With a diverse team of in-house professionals, boasting a full breadth of experience in all levels of local government, JAS Pacific has a solid foundation allowing for efficient contract implementation and service delivery. The City will benefit from our successes through contracting with JAS Pacific for the requested services. We believe our reputation and demonstrated experience throughout California speak for themselves and we look forward to working with you. If you have any questions, as the assigned contact for the City, please contact me directly at (800)818-3677 so that I may assist you.

Respectfully,

[Signature]

Stuart Tom, PE, CBO
President
JAS Pacific
201 N. Euclid Ave. Suite A
Upland, CA 91786
Office: 909.605.7777
stuart@jaspacific.com
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QUALIFICATIONS & EXPERIENCE

In a service-oriented industry, the demand and service levels for support services of Building and Safety Departments are dictated by an ever-fluctuating economy that affects all levels of government. Founded and incorporated in California in 1993, JAS Pacific provides hands-on superior and comprehensive support services to numerous local and regional governmental entities addressing these needs.

Collectively, JAS Pacific's management team possesses over 100 years of experience and a staff of nearly 100 qualified professionals from a number of disciplines. JAS Pacific provides each city, town, or City with a tailored service program that includes a proficient labor strategy for both temporary and long-term staffing to meet their needs.

JAS Pacific solid foundation builds upon a 26 year presence in California which allows for efficient contract implementation and service delivery. Our active and strong presence in the region offers the strength, stability, experience, and technical competence that a contractor of Building & Safety Services requires. JAS Pacific has obtained substantial experience in providing local governmental entities with building and safety services. We know and understand local governmental agencies and challenges faced, which has enabled us to develop methodologies and business practices allowing for the delivery of said services seamlessly and efficiently.
JAS Pacific’s history allows for a multitude of resources from which the City will benefit.

JAS Pacific delivers all services in an adaptive, tailored, and responsive approach as clients’ needs shape our service programs. Services are provided by trained, qualified, and experienced personnel from various disciplines including Registered Professional Engineers and Certified Plans Examiners. With a diverse team of in-house professionals, boasting a full breadth of experience in all levels of local government, our team possesses extensive accreditation and affiliation with numerous jurisdictions and industry related organizations.

PLAN REVIEW
INSPECTION
PERMIT PROCESSING
CODE INSTRUCTION
CODE ADOPTION
BUILDING OFFICIAL
CASp
PUBLIC WORKS

**Our Mission** our mission is to ensure that the City will maintain its building standards throughout the community thus ensuring compliance and minimize liability and risk factors. JAS Pacific will provide these services in a responsive, cost-effective manner, not compromising exceptional customer service to the City, its residents, businesses, and developers.

**Structure** Our organizational structure is strategically balanced with a team boasting of one of the most qualified and accomplished building and safety administrators in the industry. Our team is lead by licensed engineers who are in held in some of the highest regard in the building and safety industry and their leadership is reflected in our team members.

**Affiliations**
- International Code Council
- California Building Officials
- International Assoc. of Plumbing & Mechanical Officials
- American Public Works Association
- National Fire Protection Association
- American Planning Association
- California Association of Code Enforcement Officers
- National Pollutant Discharge Elimination System
Team Experience

JAS Pacific is prepared to provide Building & Safety Support Services to the City and has necessary resources to meet existing and future increased workloads. These resources provide an instant, reliable workforce that will continue serving the diverse communities throughout the City. JAS Pacific’s team capabilities are two-fold with both code expertise and essential customer service skills that allow us to surpass the current service threshold throughout the duration of the contract. Each team member's area of registration or certifications is closely aligned to the primary job function to ensure the City receives the best possible fit. The table below summarizes our team and their full resumes can be found in Appendix A.

Organization Chart

JAS Pacific proposes to assign Stuart Tom as the Team Lead and he will manage all aspects of the contract serving as the contact person for building and safety support services.

Mr. Tom is the President of JAS Pacific and former Building Official and Fire Marshal for the City of Glendale, California. He served as Building Official for sixteen years, wherein he managed plan check/engineering, field inspections, and administration of the city’s Building & Safety Division. He has been a registered engineer in the states of Washington and California for over 25-years and is very active in code-development of Fire- and Life-Safety Standards at both the national and state levels. Mr. Tom has co-authored a number of provisions in the International Building Code as well as the California Building Code, California Residential Code, and California Fire Code. He currently serves in an influential capacity on a number of state-wide committees including the CALBO/CalChiefs Building and Fire Advisory Committee for which he is the past chair. Mr. Tom’s full resume can be found in Appendix A and his contact information is:

Stuart Tom, PE, CBO
President
201 N. Euclid Ave. Suite A
Upland, CA 91786

Office: 909.605.7777
Cell: 805.749.7134
stuart@jaspacific.com
## Principal Team Members

<table>
<thead>
<tr>
<th>Stuart Tom, PE, CBO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>President</strong></td>
</tr>
<tr>
<td>Lead Consultant</td>
</tr>
<tr>
<td>Building Official</td>
</tr>
<tr>
<td><a href="mailto:stuart@jaspacific.com">stuart@jaspacific.com</a></td>
</tr>
<tr>
<td>800.818.3677</td>
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<td>Engineering Bureau Training Officer</td>
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<th>Fady Mattar, PE, CBO</th>
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<tbody>
<tr>
<td><strong>Chief Operating Officer</strong></td>
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<tr>
<td><a href="mailto:fady@jaspacific.com">fady@jaspacific.com</a></td>
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<td>800.818.3677</td>
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<tr>
<td>Building Official, Mechanical Inspector, Plumbing Inspector, Instructor</td>
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<tr>
<td><strong>Education</strong></td>
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<tr>
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<td>JAS Pacific</td>
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<tr>
<td>Chief Operating Officer</td>
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<td>City of Long Beach</td>
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<tr>
<td>Acting Director of Planning &amp; Building</td>
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<td>Superintendent of Building &amp; Safety</td>
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<td>County of Los Angeles</td>
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<td>Asst Superintendent of Building</td>
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<td>District Engineer</td>
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<td>Section Head, Funding</td>
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<thead>
<tr>
<th>Jack Leonard, PE, CBO</th>
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<tbody>
<tr>
<td><strong>Vice President</strong></td>
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<tr>
<td><a href="mailto:jack@jaspacific.com">jack@jaspacific.com</a></td>
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<td>800.818.3677</td>
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<td><strong>Education</strong></td>
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<td>Over 30 years of Building &amp; Safety experience</td>
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<td>JAS Pacific</td>
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<tr>
<td>Vice-President</td>
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<tr>
<td>City of Santa Monica</td>
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<tr>
<td>Building Director</td>
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<td>City of Bakersfield</td>
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<td>Minner &amp; Davis</td>
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<td>Design Engineer</td>
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<td>Boyle Engineering Corp.</td>
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<tr>
<td>Assistant Engineer</td>
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</tbody>
</table>
STUART TOM, PE, CBO - PRESIDENT

Responsibilities: Building and Safety Services

Building and Safety Work History

With over 30 years of public sector experience, Mr. Tom has thorough knowledge and expertise in various aspects of building and safety services along with fire services. As a State of California and Washington Licensed Civil Engineer, an ICC certified building official and plans examiner, he has held positions including Chief Building Official, Fire Marshal, Engineering Bureau Training Officer, Staff Engineer and Structural Engineer Specialist. As the building official, Mr. Tom Responsible for the oversight of engineering, inspection, and administrative activities for the third largest city within Los Angeles County. He directed all activities within the Permit Services Center including the review of development plans to ensure compliance with zoning, building, fire, traffic, and grading standards. As a Fire Marshal, Mr. Tom was responsible for oversight of fire and life safety standards necessary to protect the general population along with the management of Fire Engineering Division, which performs fire plan check and inspection for all new construction throughout the City. The department also administered programs related to hazardous and industrial waste management critical to protecting the environment.

As a recognized expert in various fields of structural design and life-safety systems, Mr. Tom is the recipient of several other awards, including the CALBO President’s Award in 2010, and he was inducted as a Fellow into the Institute for the Advancement of Engineering in. Mr. Tom’s experience was acquired while employed with the following entities:

JAS Pacific | President
City of Glendale, Fire Department | Fire Marshal
City of Glendale, Building & Safety Department | Building Official
City of Los Angeles, Department of Building and Safety | Engineering Bureau Training Officer
City of Los Angeles, Department of Building and Safety | Staff Engineer
City of Los Angeles, Department of Building and Safety | Structural Engineering Specialist

Education / Professional Licenses and Certifications / Affiliation

California Polytechnic University, San Luis Obispo
Bachelor of Science, Civil Engineering

State of California
Licensed Civil Engineer

State of Washington
Licensed Civil Engineer

International Code Council
Board of Directors
Certified Building Official
Certified Plans Examiner

California Building Official
Fire Advisory Committee
Seismic Safety Committee
Building Official of the Year (2006)
President’s Award (2010)

California State Fire Marshal
Core Advisory Committee
Height & Area Code Amendment Committee
WUI Committee
FADY MATTAR, PE, CBO - CHIEF OPERATING OFFICER

Responsibilities: Building and Safety Services

Building and Safety Work History

With over 40 years of public sector experience, Mr. Mattar has thorough knowledge and expertise in all aspects of building services. As a California licensed mechanical engineer, an ICC certified building official, instructor, and mechanical and plumbing inspector, he has held positions including Mechanical Engineer, Chief Plumbing and Mechanical Inspector, and Supervising Mechanical Engineer. Mr. Mattar served as the Assistant Superintendent of Building for the Los Angeles County Department of Public Works from which he retired. Mr. Mattar’s lengthy public works experience includes expertise in National Pollutant Discharge Elimination System (NPDES), and energy, mechanical, and plumbing reviews. Mr. Mattar has held several key positions with regulatory agencies and has been recognized by the California Building Standards Commission, ICC, IAPMO, and CALBO, among others, with many honors and awards. Following his retirement from Los Angeles County, Mr. Mattar served as the Superintendent of Building & Safety for the City of Long Beach for five years and formerly the President of JAS Pacific.

Additionally, Mr. Mattar has authored multiple ordinances that subsequently were adopted into the Model Code and the State of California Code in recognition of their value. He also authored the ICBO “Mechanical Code Applications Manual” and several chapters of the IAPMO “Uniform Mechanical Code Illustrated Training Manual.” Mr. Mattar’s experience was acquired while employed with the following entities:

JAS Pacific | Chief Operating Officer
City of Long Beach, Planning and Building Department | Acting Director of Planning & Building
City of Long Beach, Planning and Building Department | Superintendent of Building and Safety
County of Los Angeles, Building and Safety Division | Assistant Superintendent of Building
County of Los Angeles, Building and Safety Division | District Engineer, Bellflower Regional Office
County of Los Angeles, Planning Division | Section Head
County of Los Angeles, Building and Safety Division | Mechanical Section, Engineer
County of Los Angeles, Waterworks Division | Mechanical Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University, Long Beach
Bachelor and Master of Science, Mechanical Engineering
(with honors)

John F. Kennedy School of Government,
Harvard University
Graduate of the Senior Executives, State and Local Government Program

State of California
Licensed Mechanical Engineer

International Code Council
Certified Building Official
Certified Mechanical Inspector
Certified Plumbing Inspector
Certified Instructor

California Building Official
Educator the Year Award (2004)
Residential Mechanical Code Committee

California Building Standards Commission
Past Vice Chair
JACK LEONARD, PE, CBO - VICE PRESIDENT

Responsibilities: Building and Safety Services

Building and Safety Work History

With over 30 years of experience, Mr. Leonard has a strong combination of both private and public sector expertise in building services. As a California licensed civil engineer and ICC certified building official, he has held positions such as Assistant Engineer, Design Engineer, Plan Review Engineer, Building Director, and Building Official. Mr. Leonard served as the Building Director for the City of Bakersfield from which he retired after over 16 years of service. Mr. Leonard's lengthy experience includes expertise in building structural, building life safety, mechanical, plumbing, and electrical reviews. He was responsible for the development and implementation of department policy; managed, organized, and oversaw the acquisition of personnel; directed the development and implementation of the annual budget.

Mr. Leonard also chaired and participated as a member of the Board of Zoning Adjustment; acted as the Public Hearing Officer for Code Enforcement Hearings and Animal Control Appeals Board; represented the Building Division at City Council meetings, Planning Commission meetings, Board of Building Appeals hearings, Accessible Appeals Board hearings, and at civil and criminal court proceedings. Another key area of responsibility was the interpretation and enforcement of California Building Codes, laws, ordinances and regulations and the calculation and development of fee structures for building divisions. Having managed several types of building departments at different levels in the public sector, Mr. Leonard has acquired the ability to quickly and efficiently assessing service levels and needs. While with JAS Pacific, Mr. Leonard has served as the Building Official for the City of Hermosa Beach and County of San Bernardino, as well as the Building and Safety Director for the City of Santa Monica. Additionally, Mr. Leonard has authored multiple ordinances that subsequently were adopted into the State of California Building Code. Mr. Leonard’s experience was acquired while employed with the following entities:

JAS Pacific | Vice President
City of Santa Monica, Building Department | Building Director
JT Leonard Engineering | Structural Engineering Consultant
City of Bakersfield, Development Services Department | Building Director/Plan Review Engineer
City of Bakersfield, Public Works Department | Design Engineer I & II
Minner & Davis Structural Engineering | Design Engineer
Boyle Engineering Corporation | Assistant Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University, Fresno
Bachelor of Science, Civil Engineering

State of California
Licensed Professional Civil Engineer

State of Arizona
Licensed Professional Civil Engineer

International Code Council
Certified Building Official

International Conference of Building Officials
San Joaquin Chapter – Past President

American Society of Civil Engineers
Member
### Assigned Team Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Education</th>
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<tr>
<td>Christopher Agus, CASp</td>
<td>State of California</td>
<td>Certified Access Specialist</td>
<td>Cal-EMA Safety Assessment</td>
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<td></td>
<td>Plan Review Engineer</td>
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<td>KKE Architects</td>
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<td>Project Manager</td>
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<td>Osborn Architects</td>
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<td>Junior Architect</td>
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<tr>
<td>Emanuel Agustin, PE</td>
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<td>Licensed Electrical Engineer</td>
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<td>Over 30 years of Building &amp; Safety experience:</td>
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<tr>
<td>Jesse Carrera, PE</td>
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<td>Over 5 years of Building &amp; Safety experience</td>
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<tr>
<td>Calvin Chang, PE</td>
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<td>Oliver Liu &amp; Associates</td>
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<tr>
<td>Ramy Eshak, PE</td>
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<td>Licensed Mechanical Engineer</td>
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<td>Over 12 years of Building &amp; Safety experience:</td>
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<td>County of Los Angeles</td>
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<td>Mechanical Engineer</td>
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</tbody>
</table>
Sea Fan, SE  
Plan Review Engineer

State of California  
Licensed Civil Engineer  
Licensed Structural Engineer

International Code Council  
Plans Examiner

Education  
Master of Science, Civil Engineering  
Bachelor of Science, Business Admin

Over 35 years of Building & Safety experience:

JAS Pacific  
Plan Review Engineer

City of Anaheim  
Plan Review Supervisor

City of Ontario  
Plan Review Manager

City of Los Angeles  
Structural Engineer

Randall Kina, PE  
Plan Review Engineer

State of California  
Licensed Civil Engineer

International Code Council  
Plans Examiner

Education  
Bachelor of Science, Civil Engineering

Over 38 years of Building & Safety experience:

JAS Pacific  
Plan Review Engineer

City of El Segundo  
Senior Plan Review Engineer

City of Los Angeles  
Structural Engineer Supervisor  
Senior Structural Engineer III  
Senior Structural Engineer

Tony Lam, PE  
Plan Review Engineer

State of California  
Licensed Mechanical Engineer

Education  
Bachelor of Science, Mechanical Engineering

Over 17 years of Building & Safety experience:

JAS Pacific  
Plan Review Engineer

County of Los Angeles  
Plan Review Engineer

Thermal Works  
Design Engineer

Michael Lapraik, PE  
Plan Review Engineer

State of California  
Licensed Structural Engineer  
Licensed Fire Protection Engineer  
Licensed Civil Engineer  
Certified DSA Accessibility Specialist  
Certified DSA Class-1 Inspector

International Code Council  
Plans Examiner, Accessibility Inspector & Plans Examiner, Building Official, Zoning Inspector, Building Inspector, Structural Masonry Special Inspector

Education  
Master of Science, Structural Engineering  
Master of Arts, Policy and Administration  
Bachelor of Science, Civil Engineering  
Associate of Science, Fire Technology

Over 25 years of Building & Safety experience:

JAS Pacific  
Plan Review Engineer

County of Ventura  
Plan Check Engineer III

City of Fillmore  
Building Official & City Engineer

City of Glendale  
Senior Building Code Specialist

City of Santa Barbara  
Senior Plan Check Engineer

City of Calabasas  
Deputy Public Works Director

City of Ventura  
Civil Engineer  
Plan Check Engineer

JAS PACIFIC | 14
Colin Leung, SE, PE
Plan Review Engineer
State of California
Licensed Structural Engineer
Licensed Civil Engineer
International Code Council:
Plans Examiner, Building Inspector
Education:
Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Over 30 years of Building & Safety experience:
JAS Pacific
Plan Review Engineer
City of Glendale
Building Code Specialist III
JA Martin & Associates
Project Manager
ARUP
Structural Engineer
KPFF Engineers
Project Manager
Anderson Design Group
Structural Engineer

Miro Lhotsky, SE, PE
Plan Review Engineer
State of California
Licensed Structural Engineer
Licensed Civil Engineer
International Code Council
Plans Examiner, Building Official, Building Inspector
Education
Bachelor of Science, Civil Engineering
Master Public Administration
Over 30 years of Building & Safety experience:
JAS Pacific
Plan Review Engineer
City of Glendale
Building Code Specialist III
City of Santa Clarita
Plan Review Engineer
Desa Structural
President
R.E. Consulting Engineers | Lauterbach Assoc.
Project Engineer
Hale & Associates
Junior Engineer

Elie Maalouf, PE
Plan Review Engineer
State of California
Licensed Electrical Engineer
Education
Master of Science, Electrical Engineering
Bachelor of Science, Electrical Engineering
Over 35 years of Building & Safety experience:
JAS Pacific
Plan Review Engineer
City of Los Angeles
Electrical Plan Check Supervisor
Case Manager
Chief of Counter Services – Electrical Division
Chief Electrical Plan Check
Los Angeles Trade Tech College
Instructor

Adam Marcus, PE
Plan Review Engineer
State of California
Licensed Electrical Engineer
Education
Bachelor of Science, Electrical Engineering
Over 8 years of Building & Safety experience:
JAS Pacific
Plan Review Engineer
County of Los Angeles
Electrical Engineer II
Fresenius Medical Care
Research Engineer
Jeff Nespor, PE, CASp  
Plan Review Engineer  
State of California  
Licensed Civil Engineer  
Certified Access Specialist  
International Code Council  
Plans Examiner, Building Official  
Education  
Bachelor of Science, Civil Engineering  
Over 25 years of Building & Safety experience:  
JAS Pacific  
Plan Review Engineer  
City of Santa Monica  
Plan Review Engineer  
California Code Check  
Plan Review Engineer  
Harris Associates  
Design Engineer

Eric Reiter, PE  
Plan Review Engineer  
State of California  
Licensed Mechanical Engineer  
Education  
Bachelor of Science, Mechanical Engineering  
Over 20 years of Building & Safety experience:  
JAS Pacific  
Plan Review Engineer  
County of Los Angeles  
Principal Mechanical Engineering Assistant  
Civil Engineering Technician

Paul Christman, MCP  
Plans Examiner  
International Code Council  
Master Code Professional  
State of California  
Safety Assessment Program  
General Contractor  
Education  
Engineering Management, Construction  
Construction Technology  
Over 25 years of Building & Safety experience:  
JAS Pacific  
Plans Examiner  
City of Rancho Palos Verdes  
Building Official  
City of Huntington Beach  
Principal Electrical Inspector/Plans Examiner  
City of Santa Monica  
Supervising Inspector/Plans Examiner  
City of Redondo Beach  
Senior Building Inspector  
PC General & Electrical Contracting  
Owner

Dan Macey, MCP  
Plans Examiner  
International Code Council  
Master Code Professional  
Over 25 years of Building & Safety experience:  
JAS Pacific  
Plans Examiner & Building Inspector  
City of Newport Beach  
Sub Trade Plans Examiner  
City of Santa Monica  
Sr. Combination Building Inspector  
Inspection Concepts  
Supervisor Material Testing  
RTS Electric INC.  
Electrical Supervisor  
Coast Electric Company  
Electrical Contractor
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<tr>
<th>Name</th>
<th>Position</th>
<th>International Code Council</th>
<th>Over 25 years of Building &amp; Safety experience:</th>
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<tr>
<td>Frank Rojas</td>
<td>Plan Review Engineer</td>
<td>Plans Examiner</td>
<td>JAS Pacific</td>
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<td>Education: Bachelor of Science, Architectural Engineering</td>
<td>Plan Review Engineer</td>
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<td>Education: Bachelor of Science, Industrial Arts</td>
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<td>State of California: OES Instructor</td>
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<td>Richard Eldridge</td>
<td>Inspector</td>
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<td>Over 30 years of Building &amp; Safety experience:</td>
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<td>Commercial &amp; Residential Electrical Inspector, Commercial &amp; Residential Plumbing Inspector, Commercial &amp; Residential Mechanical Inspector, Structural Masonry Special Inspector, Reinforced Concrete Special Inspector</td>
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<td>Education: Bachelor of Art, Mass Communication</td>
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<td>Stuart Consulting Services LLC</td>
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<td>Construction Inspector</td>
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Firm Experience

Below is a comprehensive list of our clientele base demonstrating our experience, including both long-term and new clients, for which we perform work of similar nature as proposed for the City. We have a long-standing reputation of excellent customer service and accuracy in the completion of services with the entities we serve.

CITY OF CULVER CITY, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT,
BUILDING & SAFETY DIVISION

9770 Culver Blvd | Culver City, CA 90232 | (310) 253-5818

Contract Services: Building Official, Plan Check, Building Inspection
Contract Period: 2009 to Present

JAS Pacific is currently contracted to provide the City with Plan Check, Building Inspection, Code Enforcement and Interim Building Official services within their Community Development Department, Building and Safety and Fire Prevention Divisions. JAS Pacific has been responsible for the structural, plumbing, mechanical and electrical reviews of various high profile, complex projects including mixed-use, residential and commercial structures.

IVY STATION

As one of the region’s biggest transit-related projects, its a 500,000 square foot mixed-use project including a 5-story apartment complex, a multi-story hotel, an office building, shops, restaurants and along with 5 levels of subterranean parking for residents and commuters heading either to downtown Los Angeles or to Santa Monica.
CITY OF YORBA LINDA, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT,
BUILDING & SAFETY DIVISION

4845 Casa Loma Ave | Yorba Linda, CA 92885 | (714)961-7100

Contract Services: Building Official, Plan Check, Building Inspection, Permit Issuance,
Contract Period: 2002 to Present

JAS Pacific is providing Plan Check and Inspection Services to the City and formerly provided Permit Technician and Building Official services. Projects that we have been responsible for conducting multi-discipline reviews on various residential tract developments and commercial developments.

YORBA LINDA TOWN CENTER

New construction of a 10-acre commercial redevelopment project consisting of high-end markets and retailers, luxury movie theatre, restaurants and a 5-story parking structure. The project is centered around a central park to be used for community events.

CITY OF SANTA MONICA, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT,
BUILDING & SAFETY DIVISION

1685 Main Street | Santa Monica, CA 90401 | (310) 458-6158

Contract Services: Plan Check, Building Inspection, Permit Issuance, Interim Building Official, Code Enforcement, Clerical

Contract Period: 2002 to Present

JAS Pacific has provided a full spectrum of building consulting services including Plan Check, Interim Building Official, Building Inspection, Permit Issuance and Code Enforcement Services to the City's Building and Safety Division. Currently, JAS Pacific is also providing plan Check of seismic retrofit projects within the City. Project examples include the Hampton Inn & Suites (78,000 square feet, six stories, 143 rooms, outdoor pool deck, gym facility, restaurants and 2 levels of subterranean parking) and Santa Monica Place (570,000 square foot renovation, 3 levels, 120+ retail stores and restaurants in addition to 2 multi-level parking structures.)
AVION PROJECT

Upon completion, the project is approximately 1.2 million square feet of industrial/warehouse, offices, and retail/restaurants in addition to a 166 room hotel all on a 66 acre parcel adjacent to the Burbank Airport. JAS Pacific assisted the City by reviewing the specialty items associated with several of the one and two story buildings.

FIRST STREET VILLAGE

This is a mixed use residential commercial project set for construction in the Downtown corridor of Burbank. It consists of three-six story buildings with approximately 275 residential units and just under 19,000 square feet of retail space and will offer a fitness center, swimming pool, meeting room, courtyards, roof top terraces and a dog park.

VARIOUS PROJECTS

JAS Pacific has performed multi-disciplined reviews on numerous tenant improvements ranging in complexity of HVAC upgrades to multi-story renovations. Additionally, reviews of residential new construction, room additions and the trending idea of small housing accessory dwelling units.
CITY OF GLENDALE, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT,
BUILDING & SAFETY DIVISION

633 East Broadway, RM 101 | Glendale, CA 91206 | (818) 548-3200

Services: Plan Check, Building Inspection
Contract Period: 2013 to Present

JAS Pacific is currently providing Plan Check and Building Inspection services to the City. We have performed numerous reviews and combination inspections on residential and commercial projects. These projects range in complexity from simple residential room additions to nine story high rise renovations.

520 NORTH CENTRAL AVENUE, DOWNTOWN GLENDALE

This is an existing eight-story, 96,000-square foot tower primarily housing commercial clients. Improvements include a modernization of the building's outdoor amenity space, upgrades to its lobby and common areas, and material upgrades to currently vacant spaces.

CITY OF BEVERLY HILLS, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT,
DEVELOPMENT SERVICES DIVISION

455 North Rexford Drive | Beverly Hills, CA 90210 | (310) 285-1154

Contract Services: Plan Check, Building Inspection, Permit Issuance, Clerical
Contract Period: 2002 to Present

JAS Pacific currently provides Plan Check for building, plumbing, mechanical, electrical, public works, and fire components of residential and commercial projects. Additionally, we have intermittently provided Field Inspection, Code Enforcement and Permit Issuance services.

WALDORF ASTORIA

570,000 Sq. Ft., 15 stories (2 below grade), 170 guest rooms, high end retail, multiple restaurants, luxury spas, subterranean parking, rooftop deck
COUNTY OF LOS ANGELES, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS,
BUILDING SAFETY DIVISION

900 S. Fremont Ave. | Alhambra, CA 91803 | (626) 458-3164

Contract Services: Plan Check, Building Inspection, Permit Issuance, Code Enforcement
Contract Period: 1999 to Present

JAS Pacific currently provides Plan Review, Permit Processing, Professional Development, Field Inspection, and Code Enforcement services to the Building Division. We have assisted the County with plan check and inspection on various high-profile projects.

DEPARTMENT OF MENTAL HEALTH HEADQUARTERS

This project consists of the demolition of 2 existing buildings, one surface parking lot and one parking structure followed by the construction of a new 471,000 square feet, 21 story high rise. The new building will have an 8-story podium parking structure on which a 13-story office tower building will reside. 10,000 sq. ft. of the space will be used for retail.

LA CULTURA AFFORDABLE HOUSING

This project is a mixed use, transit oriented, infill development totaling up to 425,000 square feet up to 6 stories, including 355 residential units, with 20 percent of those reserved as affordable to moderate-income households. Additional components include up to 50,000 square feet of retail.

NEPTUNE MARINA APARTMENTS

New construction of 830,000 square feet, 5 Buildings, 526 Units, boating facility, retail, restaurants, and multi-levels of subterranean parking

PEIR 44 MARKETPLACE

Renovation of 80,000 square feet, sea wall and restaurant, dry dock storage, boater's lounge, boat repair shop, sales offices, community room and promenade.
CITY OF IRVINE, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT,
BUILDING & SAFETY DIVISION

One Civic Ctr. Plaza | Irvine, CA 92623 | (949)724-6320

Contract Services: Plan Check, Building Inspection, Code Enforcement, Permit Issuance
Contract Period: 2010 to Present

JAS Pacific is contracted to provide Building Inspection, Plan Check, Permit Technician and Code Enforcement services to the City of Irvine. We have performed Plan Check and Inspections on large projects, including but not limited to, residential, commercial and industrial.

SPECTRUM TERRACE

1.1 million square feet, nine 4 story buildings spread across 72 acres, indoor-outdoor conference center, fitness center complete with showers, pavilion with four eating options along with interior/exterior seating areas, 5 acres of open space with outdoor workstations

STAYBRIDGE SUITES

168 Rooms, 5 story hotel, outdoor living area, pool, fire pit, library, business center, meeting room and fitness center

ALTON PLACE APARTMENTS

5 story, 344 units – studios to 2 bedrooms, complex with roof top amenities, multiple swimming pools and underground parking

FIVE POINTS GATEWAY

Four 4 story buildings totaling 650,000 square feet, each include conference rooms, lounge areas, executive offices, kitchen areas, and mother’s rooms. Additional 734,000 square feet of office space is to come along with 1000+ home sites
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CITY OF EL SEGUNDO, CA
LAND USE SERVICES DEPARTMENT,
BUILDING & SAFETY DIVISION

350 Main Street | El Segundo, CA 90245 | (310)524-2380

Contract Services: Plan Check, Building Inspection, Permit Issuance
Contract Period: 2012 to Present

JAS Pacific provides Plan Check, Building Inspection, and Permit Issuance services to the Building & Safety Division. We have performed reviews and inspection of single family residences, mixed use & multi-family projects, and restaurants, retail and industrial projects.

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CITY OF LONG BEACH, CALIFORNIA
DEVELOPMENT SERVICES,
BUILDING AND SAFETY DEPARTMENT

333 W. Ocean Blvd. | Long Beach, CA 90802 | (562) 570-6921

Contract Services: Plan Check, Inspection, Permit Issuance
Contract Period: 2009 to Present

JAS Pacific currently provides Plan Check and Inspection Services to the City's Building and Safety Department including ensuring compliance with all applicable building laws and providing expedited plan review services as needed. JAS Pacific has been contacted on numerous occasions to provide expert advice on various projects including the $520,000,000 Civic Center Update.

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CITY OF NEWPORT BEACH, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT,
BUILDING & SAFETY DIVISION

1 Civic Center Plaza | Newport Beach, CA 92660 | (949) 644-3309

Contract Services: Plan Check, Building Inspection, Permit Issuance
Contract Period: 2014 to Present

JAS Pacific is contracted to provide Plan Check, Inspection, Permit Issuance and Code Enforcement Services to the City. Projects that we have been responsible for conducting multi-discipline inspections and plan reviews on various Newport Coast Custom Homes (8,000-15,000 square foot custom homes, 45 feet above grade, 5+ bathrooms, movie theatres, subterranean garages) Fletcher Jones Mercedes Benz Dealership ($21,000,000 tenant improvement with structural, mechanical, plumbing and electrical upgrades.)
City Clients

City of Anaheim: 2015 to Present
141 Plumtree Dr., Anaheim, CA (714)765-4311
Plan Review, Inspection

City of Arroyo Grande: 2003 to Present
300 E. Branch St., Arroyo Grande, CA 93420 (805)473-5400
Inspection

City of Arvin: 2004 to Present
141 Plumtree Dr., Arvin, CA 9203 (661)854-3134
Plan Review, Inspection, Permit Technician

City of Beverly Hills: 2006 to Present
455 North Rexford Drive, Beverly Hills, CA 90210
Plan Review, Inspection, Code Enforcement, Permit Technician

City of Burbank: 2017 to present
150 North 3rd Street, Burbank, CA
Plan Review, Inspection, Professional Development

City of Cathedral City: 2002 to Present
66700 Lao Guerrero, Cathedral City, CA 92234 (760)202-2405
Inspection, Permit Issuance

City of Costa Mesa: 2017 to Present
77 Fair Drive, Costa Mesa, CA 92626 (714)754-5273
Plan Review, Inspection

City of Culver City: 2009 to Present
9770 Culver Blvd., Culver City, CA 90232 (310)253-5700
Plan Review, Inspection, Building Official

City of El Segundo: 2007 to Present
350 Main Street, El Segundo, CA 90245 (310)520-2307
Plan Review, Inspection, Permit Technician

City of Glendale: 2013 to Present
633 E. Broadway #101, Glendale CA 91206 (323)520-2307
Plan Review, Inspection

City of Grover Beach: 2002 to Present
154 2 8th St, Grover Beach, CA 93433 (805)473-4520
Plan Review, Inspection, Building Official, Code Enforcement

City of Guadalupe: 2003 to Present
918 Obispo St., Guadalupe, CA 93434 (805)343-1340
Plan Review, Inspection, Building Official, Public Works

City of Hanford: 2011 to Present
317 N Douty Street, Hanford, CA 93230 (559)585-2581
Plan Review, Inspection

City of Irvine: 2010 to Present
1 Civic Center Plaza, Irvine, CA (949)724-6320
Plan Review, Inspection, Code Enforcement, Permit Technician
City of La Quinta: 2006 to Present
78495 Calle Tampico, La Quinta, CA 92253 (760)777-7015
Plan Review, Inspection

City of Newport Beach: 2014 to Present
100 Civic Center Dr, Newport Beach, CA 92660
Plan Review, Inspection, Permit Technician, Code Enforcement

City of Palmdale: 2014 to Present
38250 Sierra Hwy, Palmdale, CA 93550 (661)267-5100
Plan Review, Inspection

City of Pasadena: 2014 to Present
175 N. Garfield Ave., Pasadena, CA 91101 (626)744-7087
Inspection

City of Pico Rivera: 2006 to Present
6615 Passons Blvd., Pico Rivera, CA (562)801-4421
Plan Review, Inspection, Interim Building Official

City of Rancho Cucamonga: 2013 to Present
10500 Civic Center, Rancho Cucamonga, CA 91730 (909)477-2710
Plan Review

City of Santa Clarita: 2008 to Present
23920 Valencia Blvd., Santa Clarita, CA 91355 (661)284-1442
Plan Review, Inspection, Permit Technician

City of Santa Monica: 2002 to Present
1685 Main Street, Santa Monica, CA 90401 (310)458-6158
Plan Review, Inspection, Building Official, Permit Technician

City of Selma: 2012 to Present
1710 Tucker Street, Selma, CA 93662 (559)891-2208
Plan Review

City of Shafter: 2012 to Present
336 Pacific Ave, Shafter, CA 93263 (661)746-5002
Plan Review

City of Wasco: 2003 to Present
764 E St, Wasco, CA 93280 (661)758-7200
Plan Review, Inspection

City of West Hollywood: 2017 to Present
8300 Santa Monica Blvd, West Hollywood, CA 90069
Plan Review, Inspection

City of Yorba Linda: 2005 to Present
4845 Casa Loma Ave, Yorba Linda, CA 92886 (714)961-7125
Plan Review, Inspection, Building Official, Permit Technician
County Clients

County of Fresno: 2012 to Present
2220 Tulare St, Fresno, CA 93721 (559) 600-4232
Plan Review, Inspection

County of Los Angeles: 2001 to Present
900 S. Fremont Ave, Alhambra, CA 91802 (626)458-
Plan Review, Inspection, Code Enforcement, Permit Technician

County of Riverside: 2015 to Present
PO Box 1440, Riverside, CA 92520 (909)955-2514
Plan Review, Inspection

County of San Bernardino: 2014 to Present
385 N. Arrowhead, San Bernardino, CA 92415 (909)387-8311
Plan Review, Inspection, Building Official, Permit Technician

County of San Diego: 2014 to Present
5510 Overland Ave, San Diego, CA 92123 (858)571-7723
Plan Review, Inspection
SCOPE OF WORK

Acting on behalf of the City, JAS Pacific will provide superior levels of customer service, consistent code application, and develop seamless working relationships with City staff. Contracting with JAS Pacific will provide the City with a cost-effective alternative to a fully internally staffed department and allow the City to focus on other critical municipal matters. JAS Pacific will perform applicable functions as an extension of City staff and will follow all City procedures and directives. JAS Pacific understands the importance of excellent customer service not only to the City but to the clients we serve. JAS Pacific will support the City in attaining its goal of providing timely, efficient, and effective services. Our understanding and approach to the proposed services is detailed below.

Personnel
Superior Level of Service

Expertise
Consistent Code Application

Staffing Resources
Flexibility to Meet Various Levels of Demand

Contract Costs
Expenses are Consistent with Revenues

JAS Pacific is prepared to provide the City with seamless quality Building & Safety Support Services. Our service procedures are thorough meeting all expectations including great customer service and efficient response times, without compromising quality. As part of JAS Pacific’s overarching goal to attain customer satisfaction, a tailored service delivery system is developed, service models are effective and efficient, and procedures adapted to meet the City’s requirements. We are confident that we can accommodate the City’s needs as well as provide the desired level of customer service. Additionally, because of our available resources, we have the ability to provide all the services detailed in the General Services section of the Request for Proposals in addition to the assistance in selecting and implementing an appropriate software for the department as identified in Specialized Services. JAS Pacific has worked with several clients during software transitions and may offer solid guidance in the choosing of a software package that best suits the City’s needs.

Assigned personnel will provide Building & Safety Support services ensuring compliance with the City’s most recent adopted Building Standards, Energy Efficiency Standards, and local ordinances, including:

- Architectural Plan Review
- Title 24 Energy Plan Review
- Mechanical/Plumbing Plan Review
- Electrical Engineering Plan Review
- Structural Plan Review
- Civil Engineering Plan Review
- American with Disability Act Compliance
- Green Building Plan Review
- Office of Statewide Health Planning & Development
General Services

Plan Check Services

JAS Pacific will provide the City with plan review services both off-site and on. Off-site services will be provided in a timely manner and will be seamless, as our team members are accessible to promptly respond to all inquiries. Upon contract award, JAS Pacific will analyze the City’s needs and propose the appropriate service level striking a balance between desired services and cost efficiency. The appropriate registered engineer will review each set of plans and their review will not only identify building code issues within the plans, but will also address the “big picture” and offer helpful suggestions to reach life-safety and code compliance standards.

Permit Issuance Services

Under general supervision, performs technical work involving the processing of permit applications, calculating fees, issuing permits, reviewing minor construction plans for code compliance and completeness; receives, logs, routes, and tracks various permits being processed; provides information to developers, contractors, homeowners, members of the public and private agencies at the counter and by telephone; and maintains related files and records.

Inspection Services

Under general supervision, inspects residential, commercial, and other types of buildings and structures in all stages of construction, alteration, and repair; enforces safety regulations and building, plumbing, and electrical codes, and other regulations; and does related work as required.

Building Official Services

JAS Pacific proposes Mr. Stuart Tom to perform all Deputy Building Official duties as detailed in the Scope of Work as he is a Licensed Professional Engineer and Certified Building Official with over 30 years of experience. He will oversee all functions of the Building and Safety Department, including but not limited to, plan checking, inspection, building code compliance, prepare staff reports and act as a City representative.

Public Assistance Services

JAS Pacific will continue to provide assistance to applicants and their associated parties by addressing all inquiries and concerns in regards to the City processes and code requirements in a professional and expedited manner. This guidance shall be provided over the counter, via email transmission or phone communication.

City’s Permitting Software

JAS Pacific will utilize the City’s current Permitting and Land Management software in order to track all services provided by the Building and Safety Department based on the City’s established plan submittal and review, permit issuance, inspection and record management process.
Specialized Services

Permitting & Land Management System Selection

JAS Pacific will work with the City and potential vendors to replace the existing outdated Land Management software system. We will provide guidance based on previous experiences with new system implementation, software efficiency and affordability to ensure a software system is chosen out of the best interest of the City.

Core Position

Building Official Services

JAS Pacific can provide the City with chief building official administrative services to oversee plan check, building inspection, and permit issuance services through the contracting of an ICC Certified Building Official. The assigned Building Official will be fully qualified to perform all required management duties and meets all qualifications, education, and certification/licensing requirements. The assigned Building Official shall report to the City’s Community Development and will not be reassigned without the concurrence of the City.

Duties & Responsibilities

Serve as the City’s Building Official, enforcing construction codes to ensure public safety and health
Establish and implement building procedures to ensure a high level of customer satisfaction
Plan check complex building plans
Provide over-the-counter plan check for minor residential remodels and commercial tenant improvements
Provide information and assistance to homeowners, businesses and the development community
Resolve interpretation issues for compliance with adopted codes
Manage staffing levels and staff to ensure that all established timeframes are met and insure quality control review of plan checks and inspections
Interface with other City departments in coordinating plan approval and building code related issues
Ensure use of the City’s permitting and land management software by subordinates to track all building and safety services based on City established plan submittal and review, permit issuance, inspection, and record management Processes

Support Positions

Plans Examiner Services

JAS Pacific will provide the City with plan review services both off-site and on. Off-site services will be provided in a timely manner and will be seamless, as our team members are accessible to promptly respond to all inquiries. Upon contract award, JAS Pacific will analyze the City’s needs and propose the appropriate service level striking a balance between desired services and cost efficiency. The appropriate registered engineer will review each set of plans and their review will not only identify building code issues within the plans but will also address the “big picture” and offer helpful suggestions to reach life-safety and code compliance standards.
Off-Site Services

JAS Pacific proposes to provide the City with plan review services through our in-house plan review team located at our headquarters. We believe this is the most comprehensive and efficient approach to providing building plan review services to the public and City staff. JAS Pacific has qualified and experienced staff that can provide technical assistance to architects and engineers, discuss and explain plan review corrections and meet any demands requested by the applicants or as directed by the City. This approach is detailed in the “Plan Review Flow Chart” below.

Electronic Plan Review

JAS Pacific can provide the City with an Internet-based system in support of plan review services for the purposes of electronic plan submission (E-Submitall). This document workflow solution will allow applicants and City personnel to initiate and complete the plan review process online (including the submission of electronic comments), rather than using a manual, paper-based process which requires printing and shipping. Said services will improve the plan review cycle, reduce costs (i.e. paper use, printing and storage costs, drive time, and gasoline consumption), and support JAS Pacific’s Business Friendly Policy of providing services in a streamlined and seamless fashion and as efficiently as possible. JAS Pacific staff has worked with various programs including, but not limited to, Project Dox, Blue Beam, E-Plan Soft. This approach is detailed in the “Plan Review Flow Chart” below.

Online Tracking

JAS Pacific utilizes a cloud-based system in order to provide up to the minute tracking of plans being reviewed. Within this website, the City will be able to see when JAS received the plans, who the plan review engineer is, status, if there has been communication with the applicants and have access to corrections lists.

Transportation of Plans

At no cost to the City, JAS Pacific will be responsible for the transportation of plans from the City to JAS Pacific’s office via our office staff or courier service. JAS Pacific will offer same day pick up when our office is contacted prior to 11:00 a.m. If the day we are contacted is proceeded by a day in which the City is closed, a courier service shall be provided at JAS Pacific’s expense.

Staff Availability

JAS Pacific will be available to all City staff and applicants to ensure an efficient plan review process is achieved and to maintain communication. Meetings – At the request of the City, JAS Pacific will be present for all necessary meetings, including but not limited to, prior to permit submittal, during the review process and after permit issuance. Phone Calls/Emails – JAS Pacific is always available via phone or email to discuss projects and technical data.
Duties & Responsibilities

Review the plans prepared by or on behalf of the applicants for compliance with the building ordinances of the City and State, disabled access, and energy regulations.

Maintain close liaison with other City departments in order that the requirements of those departments can be incorporated within such building plans.

Coordinate reviews by other appropriate agencies having jurisdictions in such matters relative to the enforcement of the Fire, Sanitation and Health Codes.

When satisfied that all building-related conditions of approval and the appropriate requirements of the City's building codes have been met, and upon approval as necessary of other City departments, consultant shall issue permits as appropriately set forth in such codes.

Building Inspection Services

JAS Pacific will provide the City with experienced and trained staff to conduct inspection services through the contracting of Building Inspectors. All inspectors meet all qualifications, education, and certification/licensing requirements including a minimum of an ICC Building Inspector certification as needed to perform all required duties. Additionally, all inspectors shall be fully qualified and certified to perform inspections for the discipline in which they are assigned including residential, commercial, industrial, and mixed-use project inspections for compliance to approved plans and related documents. All JAS Pacific assigned Building Inspectors shall be equipped with the necessary tools and equipment when performing building inspection services on behalf of the City. Our approach to providing qualified staff is detailed in “Staff Augmentation Flow Chart” and delivery of inspection services is found in “Building Inspections Procedures Flow Chart.”

Duties & Responsibilities

Provide building inspection services by qualified individual(s) during the course of construction to enforce compliance with the conditions of approval, provisions of the City’s ordinances and the code requirements set forth on the plans for which the permit was issued.

Permit Technician Services

JAS Pacific can provide permit counter services through the contracting of certified Permit Technicians. All permit technicians meet all qualifications, education, and certification/licensing requirements including as needed to perform all required duties. All JAS Pacific assigned permit technicians shall be equipped with the necessary tools and equipment when performing building inspection services on behalf of the City.

Duties & Responsibilities

Provides supplemental assistance at the building counter, accept plans, issue related permits, provide information to general public, compute charges and fees, prepare statistical reports, coordinate the review process with applicable Los Angeles County agencies, maintain records and prepares documents for storage and/or imaging and maintains NPDES records for new construction.
Supplemental Services

CASp

JAS Pacific can provide CASp certified inspections and plan review with staff knowledgeable the requirements of the State Senate Bill. Our staff not only can perform these duties but are available to City staff for further clarification on various issues that arise with the bill’s implementation.

Code Adoption

At the request of the City, JAS Pacific can perform research of the City’s Municipal Code and provide draft documents for review by the City Attorney and other responsible departments for the adoption of the codes, along with any desired City amendments to these codes. Once these documents are approved, JAS Pacific can help schedule the required hearings before the City Council, testify before the City Council, and answer questions regarding proposed amendments. JAS Pacific personnel has extensive experience in area of code adoption and can assist the City in future local adoptions.

Code Enforcement

JAS Pacific can provide code enforcement services by proactively identifying conditions that threaten the health and welfare of the citizens of the City and to developing long-term strategies that resolve contemporary community problems and promote community pride and stability. In order to enhance and sustain the highest quality of life standard, we will provide exceptional customer service and rapid and effective responses.

Professional Development

JAS Pacific is committed to the continuous education of all staff through both in-house and external training. Mr. Fady Mattar and Mr. Stuart Tom are ICC certified instructors and have provided training to various clients on the building and other codes and regulations. Mr. Mattar’s area of instruction includes plumbing, mechanical, green building, energy and residential fire-sprinkler systems topics. Mr. Tom’s area of instruction includes the California Building and Residential Codes, emergency response, fire codes and other related topics. Both Principal Team Members are available for training at the City’s request.

Mr. Mattar has worked with various JAS clients and industry related organizations providing instruction on a range of topics. He was the Training Coordinator for the County of Los Angeles Building Division, creating the training programs for entry-level inspectors, as well as on-going training for inspectors, plan review staff, permit technicians and district office managers. Mr. Mattar prepared and created training booklets and PowerPoint presentations for training on the California Mechanical and Plumbing Codes, Green Building Code and Residential Fire Sprinklers then conducted trainings for ICC Orange Empire, LA Basin, Foothill, Hi Desert, Coachella Valley, and Ventura Chapters of ICC. He has also presented training on code update to jurisdictions including the Cities of Los Angeles, Long Beach, Beverly Hills, Santa Monica, El Monte and the County of Los Angeles. Mr. Mattar has also conducted code classes for UCLA Extension Program and for organizations such as ICC, IAPMO and PHCC.

Mr. Tom has provided industry training for numerous jurisdictions and local organizations, including but not limited to, the ICC LA Basin, Orange Empire, Construction Specification Institute, Structural Engineers Association of Southern California, CALBO for topics including “Light Gauge Steel Frame Construction”, “Design Considerations for Light Gauge Steel”, “Code Cycle Implementation”, “Code Adoption” and “Significant Code Changes.” Additionally, Mr. Tom worked with the LA City Fire Department, Southern California Fire Protection Officers Organization and FEMA providing instruction on “Structural & Equipment Safety” and “Collapse Hazard Assessment.”

Miscellaneous

JAS Pacific shall furnish uniform shirts and jackets that identify each proposed staff member as an employee of JAS Pacific.
Plan Review Flow Chart

Plan Review Request Received

Paper Review
- Pickup and delivery service provided at no cost.

Electronic Review
- Plans are uploaded to JAS's secure cloud-based storage.

Project File Created
- File created in JAS Workflow.

Project Assignment
- Plan assigned to team member.

Comprehensive Plan Review
- A full review is performed according to scope of work.

Corrections?

Yes
- Correction List
  - Comprehensive correction is list prepared and issued via hard copy and electronically.

No
- Plans are Approved
  - The plans are stamped approved and all documents are returned to the City.
**Inspection Procedures Flow Chart**

- **Inspection Request Received**
  - Inspector assigned by City staff

- **Job Assessment**
  - Inspector reviews approved plans
  - All inspectors are qualified and experienced, having all applicable and necessary licenses/certifications.

- **Comprehensive Inspection**
  - An inspection is performed per scope of work
  - Inspector ensures compliance with code requirements & discrepancies after permit issuance.

- **Corrections?**
  - **Yes**
    - Correction Notice
      - Comprehensive correction notice is prepared and issued.
    - Request for Inspection
      - Corrections are addressed and request of inspection is submitted.
  - **No**
    - Approved
      - Job record is approved for the portion of work inspected and construction can proceed.

Responses include detailed comments with necessary code references.
Staff Augmentation Flow Chart

STAFFING SERVICE REQUEST RECEIVED

JAS searches for candidates that meet the customer service, licensing and experience requirements.

RECRUITMENT OF QUALIFIED CANDIDATES

JAS reviews submitted resumes and performs an interview to assess job knowledge, capabilities and interpersonal skills.

APPLICATION REVIEW & INTERVIEW

JAS performs a background and reference review on top candidates.

PRE-EMPLOYMENT SCREENING

The City reviews the resumes and determines if the candidate is a potential fit for their department.

RESUME SUBMITTED TO THE CITY

The City interviews the candidate in order to assess the candidate's capabilities.

CITY INTERVIEW

CONTRACT STAFF REQUIREMENTS

JAS PACIFIC EMPLOYEE STARTS
Service Delivery Timeframes

JAS Pacific prides itself on the delivery of services through an excellent customer service strategy that starts with JAS Pacific's key personnel as they are each accessible to City staff at their convenience and this same strategy is utilized by our assigned staff. We strive to be proactive before issues arise and resolve issues quickly.

---

**Quality Control**

Staff Work Performance
Administrative Oversight
Customer Satisfaction

**Communication**

Project Manager
Assigned Staff
Management

**Service Delivery**

Kick Off Meeting
Staff Approval
Services Commence

---

Quality Control

JAS Pacific prides itself in the technical capabilities of its staff members and we take a multi-faceted approach to ensuring the quality of work provided to our clients. Quality control is addressed at three different levels including staff work performance, administrative oversight, and customer satisfaction. To ensure satisfactory staff work performance and work product quality, staff is encouraged to consult with other staff members on various code-related or City topics, seek advice on unique or complex projects, and look for specific areas of expertise.

Administrative oversight is also provided which involves our principal staff maintaining a close working knowledge of the product that our staff provides in order to make sure that their work is of the highest quality through periodic work sampling. Additionally, periodic meetings are held to review their progress and the client's needs. Our administrative staff is also highly trained on up-to-date industry methods in their respective area of expertise.

Lastly, quality control is addressed through ensuring customer satisfaction. Any issues or complaints are handled immediately upon receipt. The process leading up to resolution is monitored to ensure a satisfactory outcome and processes are followed to prevent a reoccurrence.
Communication

JAS Pacific believes that effective communication at all levels is a key component to our partnership with the City. Our staff is trained and understands that establishing and maintaining professional working relationships with the City is essential to our success. Staff will attend all meetings as necessary and respond to inquiries by the City, applicants, or other stakeholders promptly and within a 24-hour period. Our general approach to ensuring this includes:

✓ **Project Manager** – Oversees Municipal plan review services being provided to the City, maintains close liaison with City staff as well as our assigned staff ensuring overall satisfaction as well as understanding of outstanding assignments. Manages the assignment of all projects to ensure a balanced and manageable workload.

✓ **Assigned Staff** – All assigned staff possess the necessary interpersonal skills required to ensure successful and productive working relationships.

✓ **All staff** maintain open and on-going communication with City staff, applicants, officials, and other stakeholders collaborating to ensure customer satisfaction. Staff report out to the Project Manager regularly to ensure all expectations and deadlines are met.

✓ **Management** – Available to provide the City with all the necessary support to meet staffing, reporting, and accounting needs.

Service Delivery Transition

JAS Pacific is committed to a smooth transition for the City, staff and the clients we serve. Below our approach to the transition is mapped out and can be modified to best meet the City’s needs. We find the most important step in the transition is the Kick Off Meeting. It is here that all expectations are exceeded, and questions are clarified.

<table>
<thead>
<tr>
<th>EXECUTION OF SERVICE AGREEMENTS</th>
<th>JAS and the City agree to terms, service agreements are approved by the Board and fully executed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>KICK-OFF MEETING</td>
<td>A meeting is held to identify any special requirements within the City’s ordinances, allow the City to demonstrate service expectations and hold administrative staff introductions.</td>
</tr>
<tr>
<td>CITY APPROVES STAFF</td>
<td>The City will have full discretion over JAS team members providing Building &amp; Safety Support services. At any point, our staff can be present for an interview.</td>
</tr>
<tr>
<td>SERVICES COMMENCE</td>
<td>JAS Pacific will start providing quality Building &amp; Safety services that will exceed the expectations of the City.</td>
</tr>
<tr>
<td>REPORT CARD</td>
<td>JAS will initiate follow ups with the City to ensure services provided are exceeding expectations.</td>
</tr>
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</table>
### Timeframes

<table>
<thead>
<tr>
<th>Service</th>
<th>Timeframe for delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major plan check</td>
<td>2 weeks (10 working days)</td>
</tr>
<tr>
<td>Subsequent plan checks</td>
<td>1 week (5 working days)</td>
</tr>
<tr>
<td>Minor plan checks and single story homeowner additions</td>
<td>3 days if submitted into plan check or over the counter</td>
</tr>
<tr>
<td>Building inspection</td>
<td>The following working day if request is received before 5 PM</td>
</tr>
<tr>
<td>Water Quality Inspections</td>
<td>As required by NPDES Permit</td>
</tr>
<tr>
<td>Water Quality Annual Reporting</td>
<td>As required by NPDES Permit</td>
</tr>
<tr>
<td>Maintenance of NPDES Site Inventory</td>
<td>As required by NPDES Permit</td>
</tr>
<tr>
<td>Permit assistance at the public counter</td>
<td>Average within 10 minutes of customer arrival</td>
</tr>
<tr>
<td>Return of phone calls and e-mails</td>
<td>Within 24 hours</td>
</tr>
<tr>
<td>Monthly statistical accounting and preparation of plans for imaging</td>
<td>Completed at the end of each month</td>
</tr>
</tbody>
</table>

### Proposed Fee Structure

JAS Pacific shall a proposed Fee Structure submitted in a separate sealed envelope.

### Additional Information

JAS Pacific shall perform all duties and responsibilities in conformance with the most recent California Building Codes in addition to the City's local amendments. We will assist in the preparation of all appropriate documents submitted for approval during the code adoption process.
### REFERENCES

<table>
<thead>
<tr>
<th>City of Beverly Hills</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2006 to Present</strong></td>
</tr>
<tr>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>Raj Patel, PE</td>
</tr>
<tr>
<td>Building Official</td>
</tr>
<tr>
<td><a href="mailto:rpatel@beverlyhill.org">rpatel@beverlyhill.org</a></td>
</tr>
<tr>
<td><strong>Services Provided</strong></td>
</tr>
<tr>
<td>Plan Review Inspection</td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td>(310)285-1141</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>455 North Rexford Dr.</td>
</tr>
<tr>
<td>Beverly Hills, CA 90210</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>City of Culver City</th>
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</thead>
<tbody>
<tr>
<td><strong>2009 to Present</strong></td>
</tr>
<tr>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>Sol Blumenfeld, PE</td>
</tr>
<tr>
<td>Comm. Dev. Director</td>
</tr>
<tr>
<td><a href="mailto:sol.blumenfeld@culvercity.org">sol.blumenfeld@culvercity.org</a></td>
</tr>
<tr>
<td><strong>Services Provided</strong></td>
</tr>
<tr>
<td>Plan Review Inspection</td>
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<tr>
<td>Building Official</td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td>(310)253-5818</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>9770 Culver Blvd.</td>
</tr>
<tr>
<td>Culver City, CA 90232</td>
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<tr>
<th>City of Irvine</th>
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<tbody>
<tr>
<td><strong>2010 to Present</strong></td>
</tr>
<tr>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>Kamlish Chitalia, PE</td>
</tr>
<tr>
<td>Building Official</td>
</tr>
<tr>
<td><a href="mailto:kchitalia@cityofirvine.org">kchitalia@cityofirvine.org</a></td>
</tr>
<tr>
<td><strong>Services Provided</strong></td>
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<tr>
<td>Plan Review Inspection</td>
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<tr>
<td>Permit Issuance Code Enforcement</td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td>(949)724-6320</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>One Civic Ctr. Plaza</td>
</tr>
<tr>
<td>Irvine, CA 92623</td>
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<tr>
<th>City of Glendale</th>
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<tbody>
<tr>
<td><strong>2014 to Present</strong></td>
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<tr>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>Jan Bear, PE</td>
</tr>
<tr>
<td>Building Official</td>
</tr>
<tr>
<td><a href="mailto:jbear@glendale.ca.gov">jbear@glendale.ca.gov</a></td>
</tr>
<tr>
<td><strong>Services Provided</strong></td>
</tr>
<tr>
<td>Plan Review Inspection</td>
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<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td>(818)548-3200</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>633 E. Broadway</td>
</tr>
<tr>
<td>Rm 101</td>
</tr>
<tr>
<td>Glendale, CA 91206</td>
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<table>
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<th>City of Long Beach</th>
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<tbody>
<tr>
<td><strong>2010 to Present</strong></td>
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<tr>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>David Khorram, PE</td>
</tr>
<tr>
<td>Building Official</td>
</tr>
<tr>
<td><a href="mailto:david.khorram@longbeach.gov">david.khorram@longbeach.gov</a></td>
</tr>
<tr>
<td><strong>Services Provided</strong></td>
</tr>
<tr>
<td>Plan Review Inspection</td>
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<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td>(562)570-6921</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>333 West Ocean Blvd.</td>
</tr>
<tr>
<td>Long Beach, CA 90802</td>
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<table>
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<tr>
<th>City of Santa Monica</th>
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<tbody>
<tr>
<td><strong>1999 to Present</strong></td>
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<tr>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>Salvador Valles</td>
</tr>
<tr>
<td>Assistant Director</td>
</tr>
<tr>
<td><a href="mailto:Salvador.Valles@smgov.net">Salvador.Valles@smgov.net</a></td>
</tr>
<tr>
<td><strong>Services Provided</strong></td>
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<tr>
<td>Plan Review Building Official Inspection Code Enforcement Permit Issuance</td>
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<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td>(310)458-6185</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>1685 Main Street</td>
</tr>
<tr>
<td>Santa Monica, CA 90401</td>
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<table>
<thead>
<tr>
<th>City of Yorba Linda</th>
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<tbody>
<tr>
<td><strong>2005 to Present</strong></td>
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<tr>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>David Brantley, AIA</td>
</tr>
<tr>
<td>Comm. Dev. Director</td>
</tr>
<tr>
<td><a href="mailto:dbrantley@yorba-linda.org">dbrantley@yorba-linda.org</a></td>
</tr>
<tr>
<td><strong>Services Provided</strong></td>
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<tr>
<td>Plan Review Inspection Building Official Permit Issuance</td>
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<td><strong>Telephone Number</strong></td>
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<tr>
<td>(714)961-7125</td>
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<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>4845 Casa Loma Ave</td>
</tr>
<tr>
<td>Yorba Linda, CA 92886</td>
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<th>County of San Bernardino</th>
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<tbody>
<tr>
<td><strong>2014 to Present</strong></td>
</tr>
<tr>
<td><strong>Contact</strong></td>
</tr>
<tr>
<td>Terri Rahhal</td>
</tr>
<tr>
<td>Director</td>
</tr>
<tr>
<td><a href="mailto:trahhal@lus.sbcounty.gov">trahhal@lus.sbcounty.gov</a></td>
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<tr>
<td><strong>Services Provided</strong></td>
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<tr>
<td>Plan Review Inspection Building Official Code Adoption</td>
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<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td>(909)387-8311</td>
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<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>385 N. Arrowhead</td>
</tr>
<tr>
<td>San Bernardino, CA 92415</td>
</tr>
</tbody>
</table>
CHRIS AGUS, CA

Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 30 years of experience in the building and safety and construction industry, Mr. Agus has obtained valuable experience in building plan review services. As an ICC certified Building Plans Examiner, a Certified Access Specialist, certified Cal EMA Safety Assessment Program and with his Bachelor of Science in Architecture, he has held positions such as a Building Code Specialist III, Project Manager, and CAD Drafter. While serving in these capacities, Mr. Agus performed complex plan review for challenging construction projects in which he ensured compliance with applicable building codes and other related municipal regulations or ordinances. He provides building and safety related support to the general public, staff, engineers, architects, contractors, builders, and owners and assisted in the interpretation and implementation of new building regulations. While working with the City of Glendale, he prepared building ordinances for adoption and presented staff reports for public hearings to the appropriate governing bodies and assisted with the development of forms and handouts for general public consumption. Additionally, Mr. Agus has managed numerous construction projects as well as prepared construction documents and drawings. Mr. Agus’ experience was obtained while employed with the following:

JAS Pacific | Plan Review Engineer
City of Glendale | Building Code Specialist III
KKE Architects, F+A Architects | Project Manager
Osborn Architects | Junior Architect

Education / Professional Licenses and Certifications / Affiliations

California State Polytechnic University, Pomona
Bachelor of Architecture

State of California
Certified Access Specialist
Cal_EMA Safety Assessment Program

International Code Council
Building Plans Examiner

Relevant Experience

Via Marina | County of Los Angeles, CA: Performed the review of four-four story apartment buildings with courtyards, laundry facility, restaurants, pools, and outdoor fire pits. The buildings will consist of one, two and three bedroom units and 2 towers will be constructed at a time.

Alton Place | City of Irvine, CA: Performed the review of new five story, studio, one and two bedroom apartment complex with subterranean parking. The complex included two saltwater swimming pools, numerous courtyards, resident lounges and a 24-hour fitness center. Alton Place also offered a rooftop deck with 11,500 square feet of gorgeous outdoor recreation space complete with lounging areas, an entertainment bar with outdoor TVs, BBQs and fire pits.

Custom Home | Rancho Palos Verdes Estates, CA: Performed the review of a 17,000 square foot custom home including a septic tank, media room, multiple bathrooms, a 6-car garage, swimming pool and “mother-in-law” quarters. A complete dry-cleaning facility was located in the basement that required special permits for venting. The project has a $33 million valuation in Rancho Palos Verdes.
EMMANUEL AGUSTIN, PE
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 37 years of building and safety experience, Mr. Agustin gained valuable experience of building plan review services. As a California licensed electrical engineer, he has held positions such as Plan Review Engineer, Electrical Engineering Associate I & II, Electrical Engineering Assistant, and Assistant Electrical Engineer. While serving in these capacities, Mr. Agustin evaluated plans submitted by consulting engineers and issued plan approvals upon satisfactory compliance with local, state, and national electrical and fire safety codes; and provided engineering support to field inspectors dealing with plan revisions arising from changes in actual jobsite conditions. Met and conferred with other agencies to take appropriate action to resolve engineering issues that come up during construction or product testing; evaluated and approved modifications granting alternate materials or methods of compliance, determined as equivalent to specific code requirements; and wrote job status and progress reports. Additionally, Mr. Agustin developed engineering drawings for construction by utility crews including material and labor estimates, in accordance to electric utility power distribution standards and specifications and issued electric service and available short circuit current reports. Mr. Agustin’s experience was obtained while employed with the following:

JAS Pacific | Plan Review Engineer
City of Los Angeles, Department of Building & Safety | Electrical Engineer Associate II
State of California, Cal Trans | Assistant Electrical Engineer

Education / Professional Licenses and Certifications / Affiliations

State of California
Licensed Electrical Engineer

University of the Philippines
Bachelor of Science, Electrical Engineering

Relevant Experience

Mountain Grove Shopping Center | County of San Bernardino, CA: New construction, over 670,000 square feet of retail and restaurant space. Performed electrical review on various retail shops and restaurants including Nordstrom Rack, buybuy Baby, TJ Maxx, HomeGoods, Hobby Lobby, 24 Hour Fitness, Gap, Banana Republic, Old Navy, ULTA.

Marina Del Rey Hotel | County of Los Angeles, CA: Performed electrical review for the interior renovation of the existing Marina Del Rey hotel rooms with a new elevator, balconies, conference room and site improvements. Approximately 105,000 square feet.

Commercial Tenant Improvement | County of Los Angeles, CA: Performed electrical review for a tenant improvement of a beverage production facility with interior alteration and exterior expansion for the installation of a new filling line and associated support equipment. Approximately 100,000 square feet.

Ross Distribution Center | City of Shafter, CA: Provided with the review of the electrical code review of the JMM Central Valley Distribution Center conveyor system. The project consisted of a 2,120,000 square foot distribution warehouse with mezzanine level offices with an assessed value of $55,901,850.
JESSE CARRERA, PE
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With nearly 4 years of building and safety experience, Mr. Carrera has obtained valuable experience providing electrical plan review services. With a Bachelor of Science in Electrical Engineering and as a licensed Professional Electrical Engineer, he has held positions such as Senior Electrical Engineering Assistant and Electrical Engineering Assistant. While serving in these capacities, Mr. Carrera reviewed electrical plans; ensured compliance with National Electrical Code and California Building Energy Efficiency Standards; provided public assistance regarding plan review services; documented field evaluation requests and reports from Nationally Recognized Testing Laboratories for unlisted electrical equipment; issued plan approvals upon satisfactory compliance with local, state, and national electrical and fire safety codes; and provided engineering support to field inspectors dealing with plan revisions arising from changes in actual jobsite conditions. Additionally, Mr. Carrera has obtained in depth knowledge of various codes and technical documents including 2014 National Electrical Code, 2016 California Building Code, 2016 California Energy Efficiency Standards, and Southern California Edison Electrical Service Requirements. Mr. Carrera’s experience was obtained while employed with the following:

- JAS Pacific | Plan Review Engineer
- County of Los Angeles, Building Division | Senior Electrical Engineering Assistant

Education / Professional Licenses and Certifications / Affiliations

California State University, Long Beach
Bachelor of Science, Electrical Engineering

State of California
Licensed Electrical Engineer

Relevant Experience

Mountain Grove Shopping Center | County of San Bernardino, CA: New construction, over 670,000 square feet of retail and restaurant space. Performed electrical review on various retail shops and restaurants including Nordstrom Rack, buybuy Baby, TJ Maxx, HomeGoods, Hobby Lobby, 24 Hour Fitness, Gap, Banana Republic, Old Navy, ULTA.

Ace Hardware | County of Los Angeles, CA: This project was approximately 11,000 square foot remodel to an existing 43,000 square foot facility that is type III-B structure with added 2nd story, additional parking with appropriate striping.

Cambria Hotel | City of Irvine, CA: Performed review of a new 5 story, 122 room hotel consisting of a contemporary bistro, and a barista bar. This property also had 600 square feet of meeting space and an indoor pool and fitness center.

The Music Center of Los Angeles | County of Los Angeles, CA: This renovation project gave the venue a new front door and doubled the seating capacity. An outdoor area that formerly had several levels was flattened to one level and New amenities are planned across the plaza, including five new buildings featuring a full-service restaurant, a wine bar, a coffee house, a welcome center and permanent restrooms.
CALVIN CHANG, PE
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With nearly 30 years of conducting plan reviews, Mr. Chang has obtained extensive experience in all aspects of plan review services. He has held the positions Project Engineer and Plan Review Manager. While serving in these capacities, Mr. Chang has gained comprehensive experience conducting inspections of various residential, commercial, industrial, mobile home, and swimming pool projects ensuring code compliance. Mr. Chang was responsible for managing, supervising, planning, directing, and recording the daily building plan review and public counter functions of the Building Division; supervising the examination and approval of plans, calculations, and other specialized technical documentations for complex structures related to architectural, structural, and geotechnical construction. Additionally, he developed structural engineering design, working drawings, and specifications for a variety of application in residential and commercial buildings including wood, steel, and masonry design. Mr. Chang’s experience was obtained while employed with the following:

JAS Pacific | Plan Review Engineer
City of Burbank, Building Division | Building Official
Oliver Lui & Associates | Project Engineer

Education / Professional Licenses and Certifications / Affiliations

State of California
Licensed Civil Engineer

International Code Council
Building Plans Examiner

Tennessee Technological University
Bachelor of Science, Civil Engineering

Relevant Experience

Culver Steps | City of Culver City, CA: This new 4-story project included 209,355 square feet of retail and office space, along with an auto ramp and tunnel serving a two-level underground parking structure. The valuation of the project was $21,402,390.00. Mr. Chang performed the structural and shoring review of this development.

Ivy Station | City of Culver City, CA: This project includes 500,000 square feet mixed use including a five-story apartment; retail space; hotel; office space; restaurants; and a five-level subterranean parking structure in the heart of Culver City. Mr. Chang reviewed the shoring and structural plans for this project with a $85,000,000 valuation.

Mercy Veterans Housing | City of El Monte, CA: Provided multi-discipline review of the Mercy Veteran’s Housing, a new 3 story, 41-unit apartment structure. The project included 24,580 square feet of living area, common area, laundry facility and covered parking area. The project had an assessed valuation of $3,642,000.

Bloomington Housing Project | County of San Bernardino, CA: Provided multi-discipline review of the Bloomington Housing project, a new 70-unit Senior living community consisting of 2-5 unit townhomes, 3-6 unit townhomes, 1-8 unit townhome and community center.
RAMY ESHAK, PE
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With nearly 13 years of building and safety experience, Mr. Eshak has obtained valuable experience of building plan review services. As a California licensed mechanical engineer and with a Bachelor of Science in Mechanical Engineering, he has held positions such as Mechanical Engineer, Engineering Testing Aid III, and Principal Mechanical Engineering Assistant. While serving in these capacities, Mr. Eshak evaluated plans to ensure compliance for commercial and private buildings under regulation of California Plumbing and Mechanical codes; issued plan approvals upon satisfactory compliance with local, state, and national electrical and fire safety codes as well as circumstances for noncompliance with required corrections; and extensive California Energy review. Mr. Eshak also has experience in evaluating pavement conditions visually as well as through the utilization of pavement management software; designed and prepared drawings with specifications for HVAC and ECU units; and conducted comprehensive thermos/fluids calculations. Additionally, Mr. Eshak authored a technical manual for the Federal Government regarding the design of 144,000 BTU ECU and received recognition from the State of California Energy Commission for review of mechanical energy efficiency standards. Mr. Eshak’s experience was obtained while employed with the following:

JAS Pacific | Plan Review Engineer
County of Los Angeles, Building Division | Principal Mechanical Engineering Assistant
County of Los Angeles, Geotechnical and Materials Engineering Division | Engineering Aide II
Applied Companies, Environmental Controls Division | Mechanical Engineer

Education / Professional Licenses and Certifications / Affiliations

Loyola Marymount University
Bachelor of Science, Mechanical Engineering

State of California
Licensed Mechanical Engineer

Relevant Experience

Universal Studios | County of Los Angeles, CA: New construction of various theme park rides at multi-million square foot venue. Perform reviews of HVAC, Machinery room/Boiler room, and Ventilation systems. In addition to high pressure gas systems, reclaimed, and grey water systems, Storm water and Green Building

Ace Hardware | County of Los Angeles, CA: This project was approximately 11,000 square foot remodel to an existing 43,000 square foot facility that is type III-B structure with added 2nd story, additional parking with appropriate striping.

The View Condos | County of Los Angeles, CA: New construction of hillside, two five-story buildings featuring 88 one-, two- and three-bedroom dwellings, will 4 levels of subterranean parking. Additional amenities such as a swimming pool, a business center and a clubhouse with commercial grade kitchen equipment.

The Courtyard & Residence Inn Hotel | County of Los Angeles, CA: New construction of podium type structures. One 5-story building and one 6 story building to total 280 rooms. Both buildings will offer meeting rooms, food and beverage, restaurants and pool decks.
SEA FAN, SE

Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 30 years of experience in the building and safety industry, Mr. Fan has acquired experience in many aspects of plan review services. As state of California Licensed Civil and Structural Engineer, Mr. Fan has held positions such as Plan Review Engineer, Plan Review Supervisor, Plan Review and Permit Services Manager, Senior Structural Engineer, Chief of Metro Structural Plan Review, Chief of Van Nuys Plan Review, Assistant Chief of Grading, and Chief of Commission Office. While serving in these capacities, Mr. Fan has gained extensive experience in planning, organizing, and directing the activities of plan review, public counter, and grading operations. Mr. Fan managed a staff of 40-plus technical and support staff including the activities of reviewing soils/geology reports, reviewing grading plans, issuing grading permits, performing grading inspections, and bringing substandard sites with grading code violations into code compliance. Mr. Fan’s experience was acquired while employed with the following entities:

JAS Pacific | Plan Review Engineer
City of Ontario, Building Department | Plan Review and Permit Services Manager
City of Los Angeles, Department of Building & Safety | Structural Plan Review Engineer
City of Los Angeles, Department of Building & Safety | Chief of Plan Review/Asst. Chief of Grading
Facilities Systems Engineering Corporation | Manager
Burns & Roe | Civil Engineer

Education / Professional Licenses and Certifications / Affiliations

Columbia University
Master of Science, Civil Engineering

New Jersey Institute of Technology, New Jersey
Bachelor of Science, Civil Engineering

California State University, Long Beach
Master Business Administration

State of California
Licensed Civil Engineer
Licensed Structural Engineer

International Code Council
Building Plans Examiner

Relevant Experience

Cultura Affordable Housing Project | County of Los Angeles, CA: This project is a mixed use, transit oriented, infill development totaling up to 425,000 square feet up to 6 stories, including 355 residential units, with 20 percent of those reserved as affordable to moderate-income households. 50,000 square feet of retail, including but not limited to, restaurants, café’s, shops, boutiques and a shared commercial kitchen space for culinary demonstrations.

Grosvenor Luxury Apartments | County of Los Angeles, CA: Provided structural and architectural review of a 4-story, 300,000 square foot apartment project consisting of 196 one and two bedroom luxury apartments with 6 carriage units, four courtyards, a pool, fitness center, all of which wrap around a four story parking structure.

Oceana Retirement Home | County of Los Angeles, CA: Provided structural and architectural review of a 6 story, 228,000 square foot, 114-unit retirement facility. The project included a salon, movie theater, restaurant and parking structure. The projects valuation is $29 million.
RANDELL KINA, PE
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 38 years of building and safety experience, Mr. Kina has obtained valuable experience of building plan review services. As a California licensed civil engineer, certified ICC Plans Examiner, with his Bachelor of Science in Civil Engineering, he has held positions such as Supervising Structural Engineer, Structural Engineer Associate III, and Senior Plan Check Engineer. While serving in these capacities, Mr. Kina’s responsibilities included conducting plan reviews of a broad range of complex residential and commercial projects such as single-family dwellings, duplexes, multiple story apartment buildings, shopping centers, restaurants, retail buildings, office buildings, and industrial buildings. Additionally, Mr. Kina conducted plan reviews for grading, storm water mitigation, green building, and energy envelope regulations. Mr. Kina’s experience was obtained while employed with the following:

JAS Pacific | Plan Review Engineer
City of El Segundo, Building & Safety Department | Senior Plan Check Engineer
City of Los Angeles, Building & Safety Division | Structural Engineer Associate III

Education / Professional Licenses and Certifications / Affiliations

University of California, Los Angeles
Bachelor of Science, Civil Engineering

State of California
Licensed Professional Civil Engineer
International Code Council
Certified Plans Examiner

Relevant Experience

Hampton Inn &Suites | City of El Segundo, CA: 55,000 sq. ft, 5 stories, 116 guest rooms, with restaurant, Fitness center, with basement parking and open parking. The Type of construction is Type III-A.

Ace Hardware | County of Los Angeles, CA: Provided structural/fire life safety, accessibility, energy and CAL Green review. This project was approximately 11,000 square foot remodel to an existing 43,000 square foot facility that is type III-B structure with added 2nd story, additional parking with appropriate striping. Total valuation $2.5 million.

Building Inspection | Rancho Palos Verdes Estates, CA: provided structural review on a 17,000 square foot custom home including a septic tank, media room, multiple bathrooms, a 6-car garage, swimming pool and “mother-in-law” quarters. A complete dry-cleaning facility was located in the basement that required special permits for venting. The project has a $33 million valuation in Rancho Palos Verdes.

Alton Place | City of Irvine, CA: Performed review of new 5 story, studio, 1 & 2 bedroom apartment complex with subterranean parking. The complex included two saltwater swimming pools, numerous courtyards, resident lounges and a 24-hour fitness center. The Alton also offered a rooftop deck with 11,500 square feet of gorgeous outdoor recreation space complete with lounging areas, an entertainment bar with outdoor TVs, BBQs and fire pits.
TONY LAM, PE
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

Mr. Lam has almost 25 years of experience in the design and plan review fields. He has reviewed plans, calculations, and inspected building installations for residential, commercial, and industrial applications in Los Angeles County’s jurisdiction for compliance with the County of Los Angeles Mechanical Codes, Plumbing Codes and the California Energy Standards. As a plan reviewer in Los Angeles County, Mr. Lam had the opportunity to review all types of plans from single family dwelling units, restaurants, clinics, warehouses, solar water heating systems, dust collection systems, high rise buildings and cogeneration plants to attraction at amusement parks. During this period, he was the Head Plan Reviewer for Capital Projects for Los Angeles County where he assisted in the coordination with Project Manager, Architects, Engineers and contractors in, design development, and construction documentation, for Los Angeles County owned facilities. Mr. Lam’s experience was obtained while employed with the following:

- JAS Pacific | Plan Review Engineer
- County of Los Angeles, Building & Safety Division | Plan Review Engineer II
- International Thermal Products | Design Engineer

Education / Professional Licenses and Certifications / Affiliations

San Diego State University
Bachelor of Science, Mechanical Engineering

State of California
Licensed Mechanical Engineer

Relevant Experience

Cultura Affordable Housing Project | County of Los Angeles, CA: This project is a mixed use, transit oriented, infill development totaling up to 425,000 square feet up to 6 stories, including 355 residential units, with 20 percent of those reserved as affordable to moderate-income households. Additional components include up to 50,000 square feet of retail, including but not limited to, restaurants, café’s, shops, boutiques and a shared commercial kitchen space for culinary demonstrations.

Cambria Hotel | City of Irvine, CA: Performed review of a new 5 story, 122 room hotel consisting of a contemporary bistro, and a barista bar. This property also had 600 square feet of meeting space and an indoor pool and fitness center.

Spectrum Terrace | City of Irvine, CA: Performed plumbing and mechanical reviews on over 1.1 million square feet of nine 4 story buildings spread across 72 acres, with an indoor-outdoor conference center, fitness center complete with showers and steam room, pavilion with four eating options along with interior/exterior seating areas, and 5 acres of open space with outdoor workstations.

Great Neighborhoods | City of Irvine, CA: Performed plumbing and mechanical reviews on the new construction of 175,000 square foot park, 22,000 square foot stadium, 9600 new homes, 24 tennis courts, 6 soccer fields, 5 volleyball courts, 3 stadiums in addition to a state-of-the-art hockey rink and event center.

Ivy Station | City of Culver City, CA: This project includes 500,000 square feet mixed use including a five-story apartment, retail space, multistory hotel, office space, restaurants and a five-level subterranean parking structure in the heart of Culver City.
MICHAEL LAPRAIK, SE, FPE, CASp, CBO
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 24 years of building and safety experience, Mr. Lapraik has obtained valuable experience of building plan review services. As a California licensed civil and structural engineer, as well as holding multiple ICC certifications and his Master of Arts in Policy and Administration and a Master of Science, Structural Engineering, he has held positions such as Plan Check Engineer III, Building Official, City Engineer, Senior Building Code Specialist, Senior Plan Check Engineer, and Deputy Public Works Director. While serving in these capacities, Mr. Lapraik performed complex plan check reviews of architectural, structural, life-safety, and accessibility plans for agricultural, commercial, industrial, residential, and non-building structures; ensured compliance with the California Building Code and the Ventura County Building Code; prepared correspondence, technical reports, and maintain plan and permit records; assessed the structural stability of building structures for compliance with materials, fire assemblies, and occupancy conditions in accordance with the requirements of the California Building Code; assessed project buildings and site for compliance with accessibility standards to ensure that both building and site improvements are accessible; and provided code interpretations and meet with design professionals to resolve structural, life-safety, and administrative issues. Additionally, Mr. Lapraik has extensive operational and management experience including engineering staff, building and safety and public works departments. Mr. Lapraik’s experience was obtained while employed with the following:

JAS Pacific | Plan Review Engineer
County of Ventura, Building & Safety Division | Plan Check Engineer III
City of Fillmore, Public Works Department | Building Official & City Engineer
City of Glendale, Building & Safety Division | Senior Building Code Specialist
City of Santa Barbara, Building & Safety Division | Senior Plan Check Engineer
City of Calabasas, Public Works Department | Deputy Public Works Director
City of Ventura, Public Works Department | Civil Engineer, Plan Check Engineer
Boyle Engineer Corp | Assistant Engineer II

Education / Professional Licenses and Certifications / Affiliations

California State University, Northridge
Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering

California Lutheran University
Master of Art, Public Policy and Administration

State of California
Licensed Structural Engineer
Licensed Professional Civil Engineer
Licensed Fire Protection Engineer
Certified Access Specialist (DSA)
Class 1 Inspector (DSA)
Storm Water Pollution Prevention (SWRCB)

International Code Council
Certified Building Inspector
Certified Plans Examiner
COLIN LEUNG, SE

Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 20 years of experience in the design and plan review field as a Licensed Structural Engineer, ICC certified Plans Examiner and Building Inspector, Mr. Leung has gained valuable experience in both the private and public sectors. He started his career in the design field as a project manager where he was responsible for the structural integrity of industrial warehouses, commercial buildings, and apartment complexes. Additionally, he worked on countless public school and public institution design projects not only applying the building code, but the Division of State Architect code as well. Mr. Leung public sector experience includes, but is not limited to, conducting plan reviews of a broad range of complex residential and commercial projects, such as single and multi-dwelling units, apartment houses, hotels commercial projects, office and manufacturing buildings. Mr. Leung contributed to the development of standardized correction lists within certain jurisdictions. Mr. Leung provides technical and procedural assistance to architects, engineers, and contractors pertaining to building construction and related activities, interprets and explains requirements of codes, ordinances, and policies. Mr. Leung acquired his experience while employed with the following entities:

JAS Pacific | Plan Review Engineer
City of Glendale, Building & Safety Division | Principal Code Specialist III
John A. Martin & Associates | Project Manager
KPFF Consulting Engineers | Project Manager
B&B Associates | Junior Design Engineer
Melvyn Green & Associates | Structural Engineering Intern

Education / Professional Licenses and Certifications / Affiliations

University of Southern California
Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering

State of California
Licensed Structural Engineer
Licensed Professional Civil Engineer

International Code Council
Certified Building Inspector
Certified Plans Examiner

Relevant Experience

The Blue Bay Condominiums | City of Irvine, CA: A seven-story, 120-unit condominium complex. The Blue Bay development, slated for a nearly two-acre site in the Irvine Business Complex, will offer a mixture of one-to-four-bedroom apartments, ranging from 842 square feet to 2,260 square feet in size. Plans call for a rooftop pool deck, external townhome units and a parking garage at the interior of the building.

The Culver Studios | City of Irvine, CA: Renovation and new construction of an existing 14-acre campus will add 413,000 square feet of production space bringing a total of 720,000 square feet. The new structures will be a collection of five low-rise office buildings and two parking structures. On campus eateries and recreation options will reduce the offsite travel.

El Nuevo Mixed Use Apartments | County of Los Angeles, CA: New construction of a 5-story mixed use complex with studios, 1 and 2 bedroom apartments for a total of 73 units. The grounds will have a garden, community room, tot-lot, laundry facility and bike storage.
MIRO LHOTSKY, SE, CBO
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 30 years of experience conducting plan reviews, Mr. Lhotsky’s has obtained valuable experience of plan review services. As an ICC certified Plans Examiner and Building Inspector, and a Licensed Professional Civil Engineer, and has held positions such as Deputy Building Official and Plan Review Engineer. While serving in these capacities, his responsibilities included conducting plan reviews of a broad range of complex residential and commercial projects, such as complex mixed-use commercial projects, libraries; senior housing, adult-care residential units, parking structures, unreinforced masonry retrofit work, and multiplex theaters. Additionally, Mr. Lhotsky reviewed building plans and permit applications for compliance with California and local building codes, conducted plan review and review of homeowner property, and supervised a professional staff. Mr. Lhotsky was also responsible for coordinated reviews with other impacted departments to ensure full compliance. Mr. Lhotsky also provides technical and procedural assistance to architects, engineers, and contractors pertaining to building construction and related activities; interpret and explain requirements of codes, ordinances, and policies. Mr. Lhotsky acquired his experience while employed with the following entities:

JAS Pacific | Plan Review Engineer
City of Glendale, Building & Safety Division | Principal Code Specialist
City of Glendale, Building & Safety Division | Senior Code Specialist
City of Santa Clarita, Building Division | Plan Review Engineer
California Code Check | Plan Review Engineer
Desa Structural | Owner

Education / Professional Licenses and Certifications / Affiliations

California State University, Northridge
Master of Public Administration
Bachelor of Science, Engineering

International Code Council
Certified Building Inspector
Certified Plans Examiner

State of California
Licensed Structural Engineer
Licensed Professional Civil Engineer

Relevant Experience

Whittier Permanent Supportive Housing | County of Los Angeles, CA: 3-Story, mixed use project consisting of 34-unit, multi-family affordable housing. An additional 2-story building over one level, at grade concrete podium garage with amenities that include a community room, kitchen, laundry facility, courtyard, roof-top terraces, on-site property manager’s office, lobby and parking.

Target | County of Los Angeles, CA: Provided structural/fire life safety, accessibility, energy and CAL Green review. This project was approximately 11,000 square foot remodel to an existing 43,000 square foot facility that is type III-B structure with added 2nd story, additional parking with appropriate striping.

Stonegate Apartments I & II | County of Orange, CA: Provided multi-discipline review of the Stonegate Apartment Complex. The project consisted of 2 phases with multiple stories that exceeded 80,000 square feet and an approximate valuation of $9 million.
ELIE MAALOUF, PE
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 35 years of experience conducting electrical plan reviews, Mr. Maalouf has obtained valuable experience of plan review services while working in various capacities. As a Licensed Electrical Engineer, he has held positions such as Electrical Plan Check Supervisor, Case Manager, Chief of Counter Services and Chief Electrical Plan Check. While serving in these capacities, his responsibilities included the supervision over electrical plan check, handling day to day procedures and addressing urgent matters. Mr. Maalouf was also responsible for coordinated reviews with other impacted departments to ensure full compliance in addition to performing quality control to ensure the highest implementation of the electrical code. Mr. Maalouf is also an instructor of electrical engineering at Los Angeles Trade Tech College where his primary responsibility is preparing the next generation of electrical engineers. Mr. Maalouf acquired his experience while employed with the following entities:

JAS Pacific | Plan Review Engineer
City of Los Angeles | Electrical Plan Check Supervisor
City of Los Angeles | Case Manager
City of Los Angeles | Chief of Counter Services – Electrical Division
City of Los Angeles | Director, Electrical Testing Laboratory
City of Los Angeles | Chief Electrical Plan Check
Los Angeles Trade Tech College | Instructor

Education / Professional Licenses and Certifications / Affiliations

California State University, Long Beach
Master of Science, Electrical Engineering

California State University, Los Angeles
Bachelor of Science, Electrical Engineering

State of California
Licensed Electrical Engineer

International Code Council
Electrical Plans Examiner

Association of Consulting Electrical Engineers – ACEE
Member

International Association of Electrical Inspector – IAEI
Member

Institute of Electrical and Electronic Engineers – IEEE
Member

Adjunct Faculty Teachers Association –
Los Angeles Trade Tech College
Member
ADAM MARCUS, PE
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 8 years of experience conducting plan reviews, Mr. Marcus has obtained valuable experience of plan review services. As a Licensed Electrical Engineer, he has held positions such as Design Engineer Plan Review Engineer I and Plan Review Engineer II. While serving in these capacities, his responsibilities included conducting plan reviews of a broad range of complex residential and commercial projects, such as complex mixed-use commercial projects, libraries, senior housing, adult-care residential units, parking structures, and multiplex theaters. Mr. Marcus was also responsible for coordinated reviews with other impacted departments to ensure full compliance. He provides technical and procedural assistance to architects, engineers, and contractors pertaining to construction and related activities; interpret and explain requirements of codes, ordinances, and policies. Mr. Marcus acquired his experience while employed with the following entities:

JAS Pacific | Plan Review Engineer
County of Los Angeles, Building Division | Senior Electrical Engineering Assistant II
County of Los Angeles, Building Division | Electrical Engineering Assistant I
Frenius Medical Care | Research Engineer

Education / Professional Licenses and Certifications / Affiliations

University of California Los Angeles
Bachelor of Science, Electrical Engineering

State of California
Licensed Electrical Engineer

International Code Council
Electrical Plans Examiner

Relevant Experience

Cultura Affordable Housing Project | County of Los Angeles, CA: This project is a mixed use, transit oriented, infill development totaling up to 425,000 square feet up to 6 stories, including 355 residential units, with 20 percent of those reserved as affordable to moderate-income households. Additional components include up to 50,000 square feet of retail, including but not limited to, restaurants, café’s, shops, boutiques and a shared commercial kitchen space for culinary demonstrations.

Ivy Station | City of Culver City, CA: This project includes 500,000 square feet mixed use including a five-story apartment, retail space, adjacent hotel, office space, and restaurants. To accommodate the traffic and parking, a five-level subterranean parking structure lies beneath.

Spectrum Terrace | City of Irvine: Performed plumbing and mechanical reviews on over 1.1 million square feet of nine 4 story buildings spread across 72 acres, with an indoor-outdoor conference center, fitness center complete with showers and steam room, pavilion with four eating options along with interior/exterior seating areas, and 5 acres of open space with outdoor workstations.
JEFF NESPOR, PE, CASp
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

Over 20 years of experience performing structural design and plan reviews. As a California Licensed Civil Engineer, Certified Access Specialist (CASp) and ICC certified building official, inspector, and plans examiner, Mr. Nespor has held positions such as Structural Design Engineer, Building Official, Senior Plan Review Engineer, and Manager. Duties included providing plan reviews for both residential and commercial projects, performed building and safety and public works inspections, reviewed drainage plans, performed complex plan reviews of architectural, structural, life-safety, fire, energy, and accessibility plans for compliance. Answered applicants’ questions and provided excellent customer service. Served as the consulting building official for three jurisdictions, met with architects, engineers, developers, contractors, and homeowners to discuss their proposed projects for compliance with code requirements, and managed plan review engineering firm. Experience was obtained while employed with the following:

- JAS Pacific | Plan Review Engineer
- City of Santa Monica, Building & Safety Department | Plan Review Engineer
- California Code Review | Senior Plan Review Engineer, Building Official, Manager
- Harris Engineering | Structural Design Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University Northridge
Bachelor of Science, Civil & Structural Engineering

State of California
Licensed Civil Engineer
Certified Access Specialist

- International Code Council
  Certified Building Official
  Certified Building Inspector
  Certified Building Plans Examiner

- American Society of Civil Engineers
- American Institute of Steel Construction
- Structural Engineers Assoc. of Southern California

Relevant Experience

Hampton Inn & Suites | City of Santa Monica, CA: Provided multidiscipline review of 6 story hotel with 2 levels of subterranean parking. The project consisted of just under 170,000 square feet with pool area and cabanas, restaurants and mezzanine level.

Mixed Use Apartment Complex | City of Santa Monica, CA: Provided multidiscipline review of 5 story apartment complex with retail area on lower floor. Total square footage exceeded 54,000 in addition to 3 levels of subterranean parking.

Antelope Valley Cancer Center | City of Palmdale, CA: The AV Cancer Center, housed in the Palmdale Regional Medical Center, provides state-of-the-art cancer treatment including radiation, infusion treatment and chemotherapy. Mr. Nespor performed Building, Fire & Life Safety, Electrical, Mechanical, Plumbing, Energy, Cal Green and OSHPD review of this project. Mr. Nespor reviewed this project utilizing ProjectDox.

Spectrum Terrace | City of Irvine, CA: Performed plumbing and mechanical reviews on over 1.1 million square feet of nine 4 story buildings spread across 72 acres, with an indoor-outdoor conference center, fitness center complete with showers and steam room, pavilion with four eating options along with interior/exterior seating areas, and 5 acres of open space with outdoor workstations.
ERIC RIETER, PE
Responsibilities: Building and Safety Services – Plan Review
Building and Safety Work History

With nearly 25 years of experience performing plumbing and mechanical plan review services, Mr. Reiter has obtained extensive experience as a Plan Check Engineer. As a Licensed Professional Mechanical and Civil Engineer, he has held the position of Plan Review Engineer Associate, Plan Review Engineer I & II. While serving in this capacity, Mr. Reiter has gained comprehensive experience in reviewing plans for new construction, additions, and tenant improvement projects. He has been responsible for reviewing plans for plumbing mechanical requirements high profile projects for various jurisdictions. Mr. Reiter was responsible for the preparation of a process and procedure manual that details key items to look for when reviewing various types of projects ranging from high end residential to industrial, commercial and mixed-use projects. Mr. Reiter’s experience was obtained while employed with the following:

JAS Pacific | Plan Review Engineer

County of Los Angeles, Building & Safety Division | Principal Mechanical Engineering Assistant

County of Los Angeles, Flood Maintenance Division | Civil Engineering Technician

Education / Professional Licenses and Certifications / Affiliations

California State University, Northridge
Bachelor of Science, Mechanical Engineering

State of California
Licensed Mechanical Engineer

Relevant Experience

Spectrum Terrace | City of Irvine, CA: Performed plumbing and mechanical reviews on over 1.1 million square feet of nine 4 story buildings spread across 72 acres, with an indoor-outdoor conference center, fitness center complete with showers and steam room, pavilion with four eating options along with interior/exterior seating areas, and 5 acres of open space with outdoor workstations.

Willow Brook Affordable Housing | County of Los Angeles, CA: New construction will consist of a six-story apartment building, comprised of, 50 one-bedroom units and 24 two-bedroom units and 26 three-bedroom units, for a total of 100 units. Residential amenities to include parking, outdoor recreational area and laundry facility.

Firestone Affordable Housing | County of Los Angeles, CA: This 85-unit, 113,000 square foot project consists of two 3 story buildings both of which are a mix of one and two bedroom units. Building one has a ground floor lobby, a community room, a meeting room, and two office spaces for the Proposed Project’s residents.

Culver Steps | City of Culver City, CA: Totaling 200,000+ sq. ft. of which 40,000 square feet is retail, 75,000 square feet is office space and restaurant space. An elevated, outdoor plaza sits above an auto ramp and tunnel that provides 2 levels of subterranean parking and connects to an existing parking garage.

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PAUL CHRISTMAN, MCP, CBO
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 30 years of experience in the building and safety field, Mr. Christman has acquired invaluable experience in many aspects of construction and conducting plan review services. As an ICC Certified Master Code Professional, he is certified to perform reviews on building, electrical, mechanical and electrical projects. Mr. Christman has held positions such as Building Official, Plans Examiner, Supervising Plans Examiner and Senior Inspector with various jurisdictions throughout Southern California. While serving in these capacities, Mr. Christman has gained comprehensive experience conducting reviews of various commercial, industrial, and residential projects. Duties performed included but not limited to interpreting and applying the building code, has knowledge of all phases of the permitting process, ensured project's compliance with issued permit, assisted public as necessary. Mr. Christman also brings 10 years of construction experience as a General Contractor. Mr. Christman’s experience was acquired while employed with the following entities:

JAS Pacific | Plans Examiner
City of Rancho Palos Verdes, Building & Safety Division | Building Official
City of Huntington Beach, Building & Safety Division | Principal Electrical Inspector/Plans Examiner
City of Santa Monica, Building & Safety Division | Supervising Inspector/Plans Examiner
City of Redondo Beach, Building & Safety Department | Senior Building Inspector
PC General & Electrical Contracting | Owner

Education / Professional Licenses and Certifications / Affiliations

University of California, Los Angeles
Engineering Management, Construction

International Code Council
Master Code Professional

Santa Monica City College
Construction Technology

State of California
Safety Assessment Program
General Contractor

Relevant Experience

Bella Terra Development | City of Huntington Beach, CA: The Village at Bella Terra is a mixed-use development composed of 467 residential units and 167,613 square feet of commercial space to include retail shops, restaurants and a 20-screen high-end Cinema. Additionally, 154,113 square feet accommodates a new Costco.

Pacific City Development | City of Huntington Beach, CA: The mixed-use project allowed subdivision of the approximately 31 acre site into three parcels and permitted development of 516 condominiums, an eight story, 250 room hotel, spa and health club, and 191,100 square feet of visitor-serving commercial uses with retail, office, restaurant, cultural, and entertainment uses.

Tenant Improvements | City of Burbank, City of Culver City, City of San Marcos: Performed numerous reviews for commercial retail and restaurants projects for various cities. Project Starbucks, Blaze Pizza, Panera, H&M, Forever 21 and office space upgrades.
FRANK ROJAS
Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With nearly 26 years of experience performing structural plan review services, Mr. Rojas has obtained extensive experience as a plan reviewer. As an ICC certified California building plans examiner, he has held the position of Plan Review Engineer. While serving in this capacity, Mr. Rojas has gained comprehensive experience in reviewing plans for new construction, additions, and tenant improvement projects. He has been responsible for reviewing plans for architectural, accessibility, structural and energy requirements. Reviewed plans for building code and zoning code compliance. Additionally, he has experience reviewing commercial and residential plans; seismic retrofit plans for unreinforced masonry, soft-story, and concrete tilt-up buildings; and managing and supervising the public counter. Mr. Rojas’ experience was obtained while employed with the following:

JAS Pacific | Plan Review Engineer
J Lee Engineering, Inc. | Plan Review Engineer
City of Los Angeles, Department of Building & Safety | Plan Review Engineer

Education / Professional Licenses and Certifications / Affiliations

California Polytechnic State University, San Luis Obispo
Bachelor of Science, Architectural Engineering

International Code Council
Certified Building Plans Examiner

Relevant Experience

Mountain Grove | County of San Bernardino, CA: New construction, over 670,000 square feet of retail and restaurant space. Performed multi-discipline review, including structural, on various retail shops and restaurants including Nordstrom Rack, buybuy Baby, TJ Maxx, HomeGoods, Hobby Lobby.

Distribution Warehouse | County of San Bernardino, CA: New construction, 700,712 square feet, the building has a total of 137 dock-high and three grade-level doors, 4,000-amp heavy power, 36-foot clear heights and a 185-foot truck court.

Ross Distribution Warehouse | City of Shafter, CA: Provided with the review of structural, mechanical, plumbing, and energy code review of the JMM Central Valley Distribution Center. The project consisted of a 2,120,000 square foot distribution warehouse with mezzanine level offices with an assessed value of $55,901,850.

Custom Home | City of Newport Beach, CA: Located in the Corona Del Mar area of Newport Beach, this custom 4,763 square foot four-bedroom, four bathroom three-story single family residence was reviewed for Architectural, Structural, Fire Life & Safety, Energy, Plumbing, Electrical and Mechanical code compliance. The valuation for this remodel was $850,000.

Yorba Linda Town Center | City of Yorba Linda, CA: New construction of a 10-acre commercial redevelopment project consisting of 125,000 square feet high end markets and retailers, luxury movie theatre, restaurants all adjacent to a 5 story parking structure.
DANIEL MACEY, MCP

Responsibilities: Building and Safety Services – Plan Review

Building and Safety Work History

With over 19 years of experience building and safety arena, in addition to 20 years in the construction trades, Mr. Macey has acquired experience in many aspects of building plan review services. As Master Code Professional and with numerous ICC certifications, Mr. Macey has held positions such as Plans Examiner, Senior Combination Building Inspector, Electrical Supervisor, Journeyman Electrician, and Electrical Contractor. While serving in these capacities, Mr. Macey has extensive experience in performing fire, electrical, mechanical, building, and plumbing plan review reviews for both commercial and residential construction projects to ensure compliance with adopted codes and city ordinances. He has many years of experience supervising combination building inspectors, electricians, and material testing. Mr. Macey has developed superior communication skills with both professionals and applicants. Mr. Macey's experience was acquired while employed with the following entities:

JAS Pacific | Plans Examiner & Building Inspector
City of Newport Beach, Building Department | Sub Trade Plans Examiner
City of Santa Monica, Building and Safety Division | Senior Combination Building Inspector
City of Santa Monica, Maintenance Division | Journeyman Electrician/Acting Electrical Supervisor
Inspection Concepts | Inspector/Supervisor Material Testing
RTS Electric INC. | Electrical Supervisor
Coast Electric Company Electrical | Contractor

Education / Professional Licenses and Certifications / Affiliations

Santa Monica College/Coastline College, Associates of Art Degree, Business Administration Building Inspection Technology
Member
International Code Council
National Fire Protection Association

International Code Council
Master Code Professional
Accessibility Plans Examiner
Building Plans Examiner
Electrical Plans Examiner
Fire Plans Examiner
Mechanical Plans Examiner
Plumbing Plans Examiner

Relevant Experience

Ace Hardware | County of Los Angeles, CA: This project was approximately 11,000 square foot remodel to an existing 43,000 square foot facility that is type III-B structure with added 2nd story, additional parking with appropriate striping.

Tenant Improvements | City of Burbank, City of Culver City, City of San Marcos: Performed numerous reviews for commercial retail and restaurants projects for various cities. Project Starbucks, Blaze Pizza, Panera, H&M, Forever 21 and office space upgrades.

RAND Headquarters | City of Santa Monica CA: This redevelopment project was a five-story, elliptical-shaped, 309,000-square-foot structure with 3 stories of subterranean parking spread across 3 acres of ocean front property. This includes 300 residential units and 20,000 square feet of retail space
**STEPHEN STUART, CBO**

**Responsibilities: Building and Safety Services – Plan Review**

**Building and Safety Work History**

With nearly 30 years of building and safety experience, Mr. Stuart has obtained extensive experience in all aspects of building division services. He holds a Bachelor of Science, Industrial Engineering degree and is an ICC Certified Building Official. He has held the positions such as Building & Safety Director and Plans Examiner. Mr. Stuart was responsible for manage, supervising, planning, directing, and recording the daily building plan review and public counter functions of the Building Division; supervising the examination and approval of plans, calculations, and other specialized technical documentations for complex structures related to architectural, structural, and geotechnical construction. Additionally, he instructed courses at local colleges on building codes, energy, plan reading and accessibility, design Mr. Stuart’s experience was obtained while employed with the following:

- JAS Pacific | Building Official/Plans Examiner
- Stuart Consulting | President
- Ventura City College | Instructor
- City of Santa Paula, Building Division | Building & Safety Director
- County of Fresno, Building & Safety Department | Plans Examiner

**Education / Professional Licenses and Certifications / Affiliations**

- Fresno State University
  Bachelor of Science, Industrial Engineering

- Ventura City College
  Associate of Science

- International Code Council
  Building Official
  Ventura Chapter – Past President

- State of California
  Safety Assessment Program – OES Certified Instructor

**Relevant Experience**

- **Hilton Garden Inn | City of Lompoc, CA**: This project was new construction of a 4-story, 156 rooms hotel with 25 suites, meeting space, restaurant, lounge, fitness center, and indoor pool all to total 104,000 square feet.

- **Solvang Brewery | City of Lompoc, CA**: This new construction, state of the art brewery, taproom, restaurant and retail store was constructed with over 12,000 square feet, 2 stories, an outdoor patio and breezeway.

- **Starbucks | City of Lompoc, CA**: This new construction and tenant improvement with just over 1,800 square feet including eating areas, patio, and kitchen with commercial grade ovens and supplemental equipment.

- **Fletcher Jones Mercedes Benz Dealership | City of Newport Beach, CA**: A $21,000,000 tenant improvement with structural, mechanical, plumbing and electrical upgrades covering over 100,000 square feet.
RICHARD ELDREDGE
Responsibilities: Building and Safety Services - Inspection
Building and Safety Work History

With over 21 years of experience in the inspection field, Mr. Eldridge has acquired invaluable experience in many aspects of construction and conducting building inspections services. As an ICC certified Commercial Building and Fire Inspector, Mr. Eldridge has held positions such as Building Inspector I, II & III, Fire Inspector I & I and Special Inspector on various high-end commercial projects. While serving in these capacities, Mr. Eldridge has gained comprehensive experience in conducting inspections of various building and facility projects including foundations, building, electrical, plumbing, and mechanical systems. Mr. Eldredge is also responsible for interpreting and applying the building codes, issuing inspection notices and notices of non-compliance, and assisting the public as necessary. Mr. Eldridge has an extensive construction background in the development of high-end custom homes, multifamily residential and commercial projects. Mr. Eldridge’s construction background as a designer and builder allows for a broader understanding of construction practices, therefore, a higher level of customer service is provided. Mr. Eldridge’s experience was acquired while employed with the following entities:

JAS Pacific | Contract Building Inspector
City of Huntington, Beach Fire Department | Fire Prevention Inspector
City of Huntington Beach, Building & Safety Department | Building Inspector
City of Fullerton, Building & Safety Division | Building Inspector
City of Irvine, Building & Safety Department | Building Inspector
Leisure World, Building & Safety Department | Building Inspector
County of Los Angeles, Building & Safety Department | Construction Inspector

Education / Professional Licenses and Certifications / Affiliations

Arizona State University
Bachelor of Art, Mass Communication

Ventura College
Associate of Science, Construction Technology

Orange Coast College
Associate of Art, Photography

International Code Council
CA Fire Code Inspector
Building Inspector Commercial and Residential
Electrical Inspector Commercial & Residential
Plumbing Inspector Commercial & Residential
Mechanical Inspector Commercial & Residential
Structural Masonry Special Inspector
Reinforced Concrete Special Inspector

American Concrete Institute
Concrete Field-Testing Technician Grade
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<tr>
<th>Service</th>
<th>Rate</th>
<th>Notes</th>
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<td>PLAN CHECK</td>
<td>50% plan check fee – up to 3 reviews</td>
<td>Subsequent reviews: $105.00/hour</td>
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<tr>
<td>PERMIT ISSUANCE</td>
<td>$65.00-$85.00/hour</td>
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<tr>
<td>BUILDING OFFICIAL</td>
<td>$105.00-$125.00/hour</td>
<td>*Building Official shall be available to work within City Hall and on call for emergency purposes</td>
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</table>
To: Mayor and City Council

From: City Manager

Meeting Date: October 12, 2021

Subject: APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 21-1994 WITH WILLDAN ENGINEERING, INC. FOR BUILDING INSPECTION SERVICES.

Recommendation:

1. Approve Amendment No. 2 to Agreement No. 21-1994 extending professional services contract with Willdan Engineering, Inc. for an additional six (6) months in the amount not-to-exceed $72,000 for Building Inspection Services.

Fiscal Impact:

On March 29, 2021, the City entered into a three (3) month contract (Agreement No. 21-1994) with Willdan Engineering, Inc. in the not-to-exceed amount of $30,000. Willdan Engineering Inc. has reached the previously approved not-to-exceed amount. Based on an average of past services performed, staff estimates that an additional $42,000 ($7,000/month) in building inspections services will be needed for the remainder of the Fiscal Year (FY).

Staff is in the process of recruiting for a building inspector that has remained unfilled for several months. The salary savings from the unfilled position will be transferred from Account No. 100.30.4020.51100 to 100.30.4020.54500 to cover expenses for this contract.

Discussion:

The City periodically relies on consultant services to provide various construction inspection services in order to keep up with inspection demand. Over the past year, private development projects have increased significantly. Unfortunately during the same time, there has been a building inspection vacancy within the Building Division. Even so, the Division has met its target goal of providing more than 90% of requested inspections within 48 hours. Due to the increase in projects, as well as an increase in construction in general, the Building Divisions inspection workload requires an augmentation in staffing. The current level of customer service becomes harder to achieve without a second
Building Inspector. The proposed contract amendment will be instrumental in fulfilling the City’s building inspection service needs.

Staff obtained informal bids from JAS Pacific, Inc., Scott Fazekas & Associates and Willdan Engineering, Inc. for building inspection services. Scott Fazekas & Associates did not have supplemental staff to provide contract services at the time of the request and did not submit a bid for these services. JAS Pacific, Inc. Building Inspectors bid exceeded those from Willdan Engineering, Inc. On December 31, 2021 this agreement was extended through June 25, 2021.

Staff would like authorization to proceed with amendment #2 to Agreement No. 21-1994 with Willdan Engineering, Inc. extending the terms of the agreement to June 30, 2022 and augmenting the amount by $42,000 for a not-to-exceed amount of $72,000. This request is to enter into an additional second amendment to the Professional Services Agreement with Willdan Engineering, Inc. (Enclosure 3).

**Conclusion:**

Staff recommends that the City Council approve the attached Amendment No.2 to extend the contract with Willdan Engineering, Inc. for an additional six (6) months with a total amount not-to-exceed $72,000.

Steve Carmona

SC:MG:JG:JF:jj

Enclosures: 1) Amendment No. 2  
2) Amendment No. 1  
3) Agreement No. 21-1994
AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH WILDLAN ENGINEERING INC., AGREEMENT NO. 21-1994

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 21-1994 FOR PROFESSIONAL SERVICES WITH WILDLAN ENGINEERING INC., ("Amendment No. 2"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and WILDLAN ENGINEERING INC., ("CONSULTANT").

RECITALS

A. CITY and CONSULTANT (collectively referred to as the “PARTIES”) have previously executed that certain Agreement No. 21-1994 Professional Services Agreement Between the City of Pico Rivera and Willdan Engineering, Inc. dated April 1, 2021, as amended by Amendment No. 1 to the Professional Services Agreement with Willdan Engineering, Inc., dated July 12, 2021, ("Agreement") relating to professional services in the City of Pico Rivera.

B. Pursuant to Sections 4, 5.1 and 32 of the Agreement, the PARTIES desire to amend Section 3.4 and 5.1 of the Agreement as set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF ESTIMATED AMOUNT.

The compensation as set forth in Section 5 of the Agreement shall be modified as follows:

Consultant shall provide the services described in Section 5.1 regarding Consultant’s Services and shall be compensated in accordance with Approved Fee Schedule set forth in Section 3.2 and the total compensation and costs payable to Consultant under this Agreement shall be increased by $42,000.00 for a total not-to-exceed amount of $72,000.00.

2. TERM EXTENSION.

The contract term set forth in Section 3.4 of the Agreement shall be modified as follows:

3.4 “Expiration Date” June 30, 2022.

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall
remain in full force and effect. If there is conflict between this Amendment No. 2 and the Agreement, the terms of this Amendment No. 2 will prevail.

4. **EFFECTIVE DATE.**

   Unless otherwise specified herein, this Amendment No. 2 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 2.

[End of Amendment No.2. Signatures to follow.]

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
WILLDAN ENGINEERING, INC.

______________________________ _________________________________
Steve Carmona, City Manager    Patrick Johnson
Director of Building and Safety

Dated: ________________________    Dated: ____________________________

ATTEST:     APPROVED AS TO FORM

___________________________ _ ________________________________
Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH WILLDAN ENGINEERING, INC., AGREEMENT NO. 21-1994

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 21-1994 FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING INC., ("Amendment No.1"), effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and WILLDAN ENGINEERING INC. ("CONSULTANT").

RECITALS

A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain Agreement for Professional Services, Agreement No. 21-1994 ("Agreement") relating to professional services in the City of Pico Rivera.

B. Pursuant to Section 3.4 of the Agreement, the PARTIES desire to amend said Agreement to extend the Agreement Term

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS, SECTION 3

The Expiration Date of "June 30, 2021" in Section 3.4 of the Agreement is hereby stricken and replaced with "December 31, 2021."

2. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

3. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 1.

[End of Amendment No. 1. Signatures to follow.]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF PICO RIVERA

Steve Carmona, City Manager

"CONSULTANT"
Willdan Engineering Inc.

Albert Brady
Deputy Director of Building and Safety

Dated: 7-12-21

Dated: 6/25/2021

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney
AGREEMENT NO. 21-1994
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
WILLDAN ENGINEERING, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into
by and between the City of Pico Rivera, a California municipal corporation ("City") and
Willdan Engineering, Inc. ("Consultant"). City and Consultant are sometimes hereinafter
individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to
provide part-time Building Inspection Services, or as needed.

2.2 Consultant represents that it is fully qualified to perform such professional
services by virtue of its experience and the training, education and expertise of its
principals and employees. Consultant further represents that it is willing to accept
responsibility for performing such services in accordance with the terms and conditions
set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the
mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the
Consultant's proposal dated March 9, 2021, to City attached hereto as Exhibit "A" and
incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the
Consultant's proposal dated March 9, 2021, to City attached hereto as Exhibit "B."

3.3 "Commencement Date": March 29, 2021

3.4 "Expiration Date": June 30, 2021

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement
Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written
agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City
shall have the right to request, in writing, changes in the Scope of Services. Any such
changes mutually agreed upon by the Parties, and any corresponding increase or
decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Thirty Thousand Dollars ($30,000.00) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.
9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Albert Brady, Wildan Engineering, Inc. shall be Consultant’s project manager and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.
12.2 The Parties further acknowledge the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Consultant, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Contractor has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the work and the City's business hours and City staff availability, Contractor may set its own hours and location of work. 13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any
person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 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 Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 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.
15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence
combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents
and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or
termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Michael Garcia, Director Community & Economic Development Department
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:
Albert Brady, Deputy Director of Building and Safety
Willdan Engineering Inc.
2401 East Katella Avenue
Suite 300
Anaheim, California 92806-5909
Facsimile: (714) 940-4920
Office: (714) 940-6300

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.
22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. 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.

23. **ASSIGNMENT**

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.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
24.3 Consultant will cause the foregoing provisions to be inserted in all
subcontracts for any work covered by this Agreement except contracts or subcontracts
for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with
respect to the advisability of entering into and executing this Agreement, or been provided
with an opportunity to receive independent legal advice and has freely and voluntarily
waived and relinquished the right to do so. Each Party who has not obtained
independent counsel acknowledges that the failure to have independent legal counsel
will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement,
knows the contents thereof, and has relied solely on the statements expressly set forth
herein and has placed no reliance whatsoever on any statement, representation, or
promise of any other party, or any other person or entity, not expressly set forth herein,
nor upon the failure of any other party or any other person or entity to make any
statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this
Agreement, and that the person executing this Agreement on behalf of either Party has
the full right and authority to fully commit and bind such Party to the provisions of this
Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in
any paragraph thereof, are descriptive only and for convenience in reference to this
Agreement. Should there be any conflict between such heading, and the section or
paragraph thereof at the head of which it appears, the section or paragraph thereof, as
the case may be, and not such heading, shall control and govern in the construction of
this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and
vice versa, and the plural shall be substituted for the singular form and vice versa, in any
place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or
condition herein contained shall not be deemed to be a waiver of such term, covenant or
condition or of any subsequent breach of the same or any other term, covenant or
condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.
31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
Willdan Engineering Inc.

Steve Camarota, City Manager

Albert Brady
Deputy Director of Building and Safety

Dated: \_1-21\_ Dated: MARCH 29, 2021

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney
March 9, 2021

City of Pico Rivera
Attn: Alma Rodriguez
Secretary, Planning
6615 Passons Boulevard
Pico Rivera, CA 90660

Subject: Building Inspection

Dear Ms. Rodriguez:

Willdan Engineering is pleased to present this proposal to the City of Pico Rivera to provide building inspection services to the City. Willdan Engineering (Willdan), a California Corporation, has been a consistent industry leader for more than 57 years - providing and delivering exceptional service in all aspects of municipal and infrastructure engineering including building and safety, code enforcement, public works, public financing, planning, and construction management services. Our staff has an excellent record of reviewing and inspecting projects consistent with the current California Building Standards Code (Title 24), as amended by our municipal clients, and all relevant standards, approved plans, specifications, contract documents, laws, state and local codes, ordinances, resolutions and regulations.

While our incomparable services are presented in this response, listed below are reasons why Willdan is uniquely qualified to provide these services to the City of Pico Rivera.

- **Demonstrated Competence/Local Knowledge** – Willdan Engineering presently provides building and safety services to a vast number of jurisdictions throughout California including municipalities located in Los Angeles County.

- **CASp Certified Plan Reviewers and Inspectors** – Willdan Engineering can provide CASp certified specialists to the City, as required by Senate Bill No. 1608, specifically CHAPTER 549.

- **Customer Service** – Our approach to user-friendly customer service specifically results in reduced number of reinspection. The assignment of experienced building inspectors by Willdan results in accurate-time effective field building inspections.

Our approach to each assignment is to furnish the client with technical assistance and strong project management in a professional, efficient and economical manner. Please feel free to contact me should you have any questions or require additional information.

Respectfully submitted,

Willdan Engineering

Albert L. Brady Jr., CBD
Deputy Director of Building and Safety
951.454.3539
abrady@willdan.com
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## Appendix

- Résumés
Company Overview

Willdan, founded in 1964, is a leading nationwide provider of professional consulting and technical services. The primary markets Willdan serves are: energy and sustainability consulting; infrastructure planning and engineering; economic and financial consulting; and homeland security consulting. The company serves these four complementary markets through its divisions – energy efficiency services (Willdan Energy Solutions), engineering services (Willdan Engineering), public finance services (Willdan Financial Services) and homeland security services (Willdan Homeland Solutions). Willdan has a reputation for delivering high-quality projects on time and within budget. Rooted in Willdan’s corporate culture is its focus on quality customer service. The company has more than 1,300 employees, including licensed engineers, program and construction managers, financial analysts, planners, and other skilled professionals. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States. The company currently serves approximately 1,100 distinct clients. Headquartered in Anaheim, the company operates a network of offices in more than a dozen states across the U.S.

Willdan Engineering (Willdan), a California Corporation and subsidiary of WGI, specializes in solutions tailored to the unique needs of municipalities and other local government agencies. Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis.

Willdan’s understanding of public agency needs and issues is unique in the industry. In addition to the significant portion of our staff that have served in public agency management positions prior to joining Willdan, we have had numerous assignments with over 60% of the cities and counties in California for building officials, city engineers, planning directors, traffic engineers, and other public agency staff members. With our depth of experience, expertise, knowledge and resources, Willdan is able to offer practical solutions that are timely, cost effective, and that meet the needs of individual communities. The diversity of our staff experience is an added value of our professional services.

Since 1964, Willdan Engineering has helped revolutionize the way consulting services are provided by local offices. Our regional and satellite offices are strategically located to offer local, focused service to the varied demographics of our public agency customers. Willdan Engineering’s lean organization enables staff to efficiently communicate individual project challenges and goals company-wide, thereby utilizing all of Willdan Engineering’s resources to deliver the highest quality and most cost-effective product.
Building and Safety Services
Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, including permit issuance, building inspection, grading inspection, accessibility inspection, CASp services, OSHPD III plan check and inspection, flood zone experience, building plan review, fire-life safety, building official services, and emergency safety assessment expertise. The inspection and plan review staff maintain current certifications and attends training on a regular basis, to stay current with industry technologies and standards. Specific certifications and education are delineated in staff résumés herein.

Scope of Work

**Building Inspection**

Our inspectors are ICC certified and fully experienced to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

Our inspection staff are supplied with cell phones and laptops and/or iPads for email communication and document creation and record keeping.

Willdan can provide CASp certified inspectors to the City as required by Senate Bill No. 1608, specifically CHAPTER 549. Our CASp certified inspectors will provide building and site evaluations for ADA and State Disabled Access requirements; provide evaluations and reporting for Applicable Construction Related Accessibility Standards; provide CASp Disability Access Certificates; provide expert witness and legal services support; and provide other services as required by the City.
Project Manager

Al Brady shall be the Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the agreement (see resume attached). Mr. Brady has over 29 years' experience in the building and code profession has provided contract services to approximately 80 municipalities in California. He specializes in developing programs, improving existing divisions, revenue enhancement, ordinance revisions, maximizing staff efficiency and enhancing customer relations.

Fee Schedule

The Willdan rate for building inspection services is $95.00 dollars an hour. The rate is comprehensive and includes project management and any additional costs incurred by Willdan in performance of this contract (ie: mileage, uniforms and officer equipment or supplies).

Related Experience

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<td>559.386.5782</td>
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<td>CSU Monterey Bay</td>
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<td>CSU Fresno</td>
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<td>City of Fontana, CA</td>
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<td>March Joint Power Authority, Riverside, CA</td>
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<td>UC Riverside</td>
<td>Chief Building Official</td>
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</tbody>
</table>
REFERENCES

REFERENCE 1
COMPANY NAME: City of La Puente
ADDRESS: 15900 East Main Street
La Puente,

CONTACT PERSON: John DiMario, Community Development Director
EMAIL ADDRESS: jdimario@lapuente.org
TELEPHONE ADDRESS: 626.855.1500
DATES WORKED PERFORMED: 2010 - Present

REFERENCE 2
COMPANY NAME: City of Banning
ADDRESS: 99 East Ramsey Street
Banning, CA 92220

CONTACT PERSON: Adam Rush, Director of Community Development
EMAIL ADDRESS: arush@banningca.gov
TELEPHONE ADDRESS: 760.219.2791
DATES WORKED PERFORMED: 2019 – Present

REFERENCE 3
COMPANY NAME: County of Los Angeles
ADDRESS: 1444 West Garvey Avenue South
West Covina, CA 91790

CONTACT PERSON: Michael Ignatius, Civil Engineer
EMAIL ADDRESS: mignatius@dwp.lacounty.gov
TELEPHONE ADDRESS: 626.458.6394
DATES WORKED PERFORMED: 2020 - Present
Appendix

- Résumés
Bruce Capucetti, CBI

Building Inspector

Profile Summary

Education: All Topic Workshop, Simpson Strong-Tie, Los Angeles, CA
Cross Laminated Timber, WoodWorks, Anaheim, CA
MITA, Masonry Basics, Chaffey Adult School, Ontario High School, Chino, CA
Department Workplace Harassment Training, LADBS

Registration: ICC Building Inspector, #0804080
ICC Structural Steel & Bolting Inspector, #0804080
ICC Structural Steel Welding Inspector, #0804080
ICC Structural Masonry Inspector, #0804080

Experience: 38 Years

Mr. Bruce Capucetti is a Willdan Engineering senior building inspector with 38 years of experience. Mr. Capucetti is bilingual and fluent in the Spanish language. Mr. Capucetti is available to provide combination building inspection services to our Southern California clients.

Relevant Project Experience

Building and Safety Services, Various Agencies, CA. Building Official/Inspector. Provided combination building inspection services to various agencies in Southern California.

- City of Azusa
- City of El Monte
- City of Inglewood
- City of Los Alamitos
- City of Manhattan Beach
- City of Rolling Hills
- City of Rolling Hills Estates
- City of Rosemead
- City of San Marino

Materials Control Section, Los Angeles, Department of Building & Safety, Los Angeles, CA. Senior Building Inspector. Qualified and monitored testing agencies and fabricators applicants. Interview and qualify deputy inspector applicants. Prepare and administer the written test to welder applicants. Travel nationally and overseas to qualify fabricators or testing agencies.

Major Structures Inspection, Los Angeles, Department of Building & Safety, Los Angeles, CA. Senior Building Inspector. Assigned to the very active 'Downtown' district from 4-'90 to 7-'01. Lead inspector on major projects: LA City Hall seismic retrofit, Our Lady Queen of the Angeles Cathedral, Colburn School of Music, City of Los Angeles' EOC, USC School of Electronics Engineering, USC School of Law, Metropolitan Water District Building, Pershing Square, L.A. Mission, i.e. Lead inspector with developments in the 'Warehouse', 'Garment', 'Toy', and 'Produce' districts. Inspector on many new, mix-use, mix-type, multi-level, apartment/retail buildings. Provided field training and tours for new hires and visiting staffs.

Disabled Access Division, Los Angeles, Department of Building & Safety, Los Angeles, CA. Senior Building Inspector. Received training on Title 24 Accessibility Requirements as part of newly created Disable Access Division within the 'LADBS'. With a crew of two (2), satisfactorily addressed 75 specific accessibility complaints that had been filed against the City of Los Angeles, by the State of California's Deputy Attorney General. Assisted inspection staff with field training on Title 24 Accessibility requirements for new and remodeled construction projects.

Conservation Bureau, Los Angeles, Department of Building & Safety, Los Angeles, CA. Building Inspector. Assigned to 'Dorothy Mae' task force. Pre-1943 apartment buildings with un-sprinklered and unprotected interior exit-ways were cited. Compliance obtained when a sprinkler system and rated exit paths were permitted, installed and approved.
Alan Cook

Building Inspector

Profile Summary

Registration:
- Commercial Building Inspector
- Residential Building Inspector
- California Building Official
- California Contractor B License
- Nevada Contractor B License

Experience:
- 40 Years

Mr. Alan Cook became a California Contractor and engaged in commercial maintenance, tenant improvements, seismic retrofit, structural steel and tilt-up connection repairs, corrosion protection and eradication, waterproofing (above and below ground), epoxy injection, eco blasting, intumescent fire proof coatings, and specialty floor and wall coatings for industrial manufacturing facilities and parking garages. Consulted, recommended, and inspected for financial intuitional real state holding companies and their joint ventures with developers to acquire, maintain, update and lease multiple Retail, Commercial RD and Industrial Parks up to and over a million square foot of total rentable spaces.

Relevant Project Experience

City of West Covina. Sr. Building Inspector. Mr. Cook provides field combination inspections of industrial, commercial and residential buildings during various stages of construction and remodeling to ensure conformance with building codes and State and City ordinances.

Cities of Rolling Hills Estates and Manhattan Beach. Sr. Building Inspector. Mr. Cook provided combination building inspection services. Responsible for performing complex and routine commercial, industrial and residential inspections. Ensures construction and installations conform to code requirements and zoning ordinances; mentors and trains building inspectors to develop their knowledge and skills.
Danny Rodriguez
Building Inspector

Profile Summary

Registration: California State License Contractor
ICC Certified Building Inspector
Internal Conference of Building Officials (ICBO) Building Inspector
Plans Examiner

Experience: 7 Years

Mr. Danny Rodriguez is a Willdan Engineering building inspector with 7 years of inspection experience. Mr. Rodriguez’ experience included inspecting new and existing renovation projects on residential, commercial and industrial sites that included multi-unit remodels and high-rise TI's.

Relevant Project Experience

City of South Gate, CA. Building Inspector. Made field inspections of industrial, commercial and residential buildings during various stages of construction and remodeling. Inspected foundations, cement, framing, electrical, plumbing, and mechanical installations. Performed field review of plans and specifications. Inspected conformance with uniform building code and pertinent provisions of state and city ordinances. Investigated possible code enforcement violations, photographed evidence. Issued notices of violations for non-compliance follow up investigation to ensure code violation was corrected. Provided general information to the public, development community and other agencies. Responded to citizen complaints and request for information. Received and responded to complaints regarding substandard dwellings or structures, zoning violation, debris, unsanitary conditions, including other zoning or city code violations. Issued and processed building permits. Reviewed and computed energy, electrical, plumbing calculations. Maintained records and prepared reports. Provided construction write-ups for home improvement program, including performing initial inspection with homeowner and contractors, developing scope of work, setting up pre-construction meetings and following up to ensure funds were spent according to contract. Involved in the new e-permit development software.

R&G General Contractors. Principal Partner/General Contractor. Direct all operational functions of corporation with responsibility for a wide range of residential and commercial construction projects that include direct interface with architects, submission of plans for city approvals and securing permits. Manage all aspects of estimating, job costing, subcontract negotiations and material procurement. Hire, schedule and supervise subcontractor crews throughout each phase of every project. Work closely with building inspectors and city officials to ensure all quality and safety standards are met.

City of Lake Elsinore, CA. Building Inspector. Responsibilities as a city building inspector were to inspect new and existing renovation projects on residential, commercial, and industrial sites that included multi-unit remodels and high-rise TI's. Coordinated efforts with contractors, architect's developers, engineers, and city personnel to ensure blueprint compliance. Worked closely with other city staff, engineers, and building permit officials to assure quality of entire project(s).
## Exhibit B

### Schedule of Hourly Rates
**Effective July 1, 2020 to June 30, 2021**

<table>
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<tr>
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### Cost Data

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### Notes

- $17/hour for Prevailing Wage Project.
- Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.
WILDAN ENGINEERING
Schedule of Hourly Rates
Effective July 1, 2020 to June 30, 2021

<table>
<thead>
<tr>
<th>Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Fees writing, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2020 thru June 30, 2021, thereafter, the rates may be raised once per year to the value between the 13-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.</th>
</tr>
</thead>
</table>
EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified
in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day’s work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work 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.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ 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.”

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it
and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.
To: Mayor and City Council  
From: City Manager  
Meeting Date: October 12, 2021  
Subject: ROSEMEAD BOULEVARD ROAD REHABILITATION PROJECT (CIP NO. 50041) – AWARD CONSTRUCTION CONTRACT

Recommendation:

1. Reject the bid from All American Asphalt; and

2. Award a construction contract (Enclosure 1) in the amount of $1,189,560 to R.J. Noble Company for the Rosemead Boulevard Road Rehabilitation Project (CIP No. 50041) and authorize the Mayor to execute the agreement in a form approved by the City Attorney; and

3. Authorize the City Public Works Director to approve change orders in the amount not-to-exceed $118,956 (10%), as needed, for construction contingency.

Fiscal Impact:

The total project budget and funding summary is as follows:

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Design</td>
<td>$68,880</td>
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<td>Digital Signs</td>
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<td>Construction Management and Inspection</td>
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<td>Construction</td>
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<td>Construction Contingency</td>
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<td>Total Estimated Project Cost</td>
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<th>Funding Category</th>
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<td>SB 1 Traffic Congestion Relief (Fund 202)</td>
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<td>Total Project Budget</td>
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The fiscal year (FY) 2020-21 budget includes $500,000 in SB1 funds (Fund 202) under Account No. 202.70.7300-54500-50041 and $1,500,000 in Certification of Participation.
(COP) funds (Fund 305) under Account No. 305.70.7300-54500-50041 for a total budget of $2,000,000 for this project. No additional funding is required at this time. There is no fiscal impact to the General Fund.

**Background:**

The City’s street network includes 143 miles of roadway consisting, by functional class, of 34 miles of arterials, four (4) miles of collectors, 103 miles of local residential streets and two (2) miles of alleys. The Pavement Management System (PMS) in 2020 identified 103 miles of roadway (72% of the system) in need of some repair.

The City recently completed the PMS survey which identified pavement deficiencies for all the street classifications and provided recommendations to repair the City’s pavement network using appropriate pavement repair strategies.

**Discussion:**

Rosemead Boulevard is a one of the most important major north-south arterial in the City. The segment from Whittier Boulevard to Gallatin Road was identified in the recently adopted PMS survey as being in poor to very poor condition and recommended for pavement rehabilitation in 2021.

The scope of work includes pavement resurfacing, adjustment of utility valves, vaults and manholes, replacement of damaged curb and gutter, replacement of sidewalk, ADA access ramp improvements, and traffic signage and striping.

On February 9, 2021 the City Council authorized the City Clerk to advertise the Notice Inviting Bids (NIB) for the construction of this project in accordance with the California Public Contracting Code. The NIB was advertised in the Los Cerritos Community News on April 9, 2021 and posted on PlanetBids.com through the City’s website on April 8, 2021. On May 19, 2021 seven (7) bids were received and opened by the City Clerk. The bids ranged from $1,097,443 to $1,548,976, as follows:

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<th>Contractor</th>
<th>Total Bid</th>
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<td>1. All American Asphalt</td>
<td>$1,097,443</td>
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<td>2. R.J. Noble Company</td>
<td>$1,189,560</td>
</tr>
<tr>
<td>3. Palp, Inc. dba Excel Paving</td>
<td>$1,319,265</td>
</tr>
<tr>
<td>4. Hardy &amp; Harper, Inc.</td>
<td>$1,304,000</td>
</tr>
<tr>
<td>5. Sully-Miller Contracting Co.</td>
<td>$1,352,000</td>
</tr>
<tr>
<td>6. Sialic Contractors Corp dba Shawnan</td>
<td>$1,527,290</td>
</tr>
<tr>
<td>7. EC Construction</td>
<td>$1,548,976</td>
</tr>
</tbody>
</table>
Upon evaluation of the bids, it was discovered that the lowest bid included discrepancies and irregularities. All American Asphalt’s bid did not include a completed and signed letter of assent to the Community Workforce Agreement from the prime contractor, nor a signed Skilled and Trained Workforce Certification. Therefore, the bid received by All American Asphalt is deemed non-responsive.

Staff completed the analysis of the bids and found R.J. Noble Company to be the lowest, responsive, and responsible bidder. Staff has verified R.J. Noble Company’s references and found their past performance on jobs of similar size and scope to be satisfactory. R.J. Noble Company’s bid, bonds and insurance documents are in order and their contractor’s license is current.

Prior to award of bids, staff was directed to consider two additional items for possible inclusions to the project:

1. Reclaimed Water – Reclaimed water use is an important component in Southern California’s overall water conservation and management plan. It is primarily used for water intensive industrial uses, public parks, schools, some specific types of commercial uses, and to a lesser extent streetscape and institutional uses. Reclaimed water is provided through a system owned and operated by Central Basin Water District (CBWD).

Evaluation of installation of additional reclaimed water facilities to serve new areas, CBWD considers the cost of installation as compared to the expected future revenue by customers. The target payback period for CBWD is 25 years.

Though there was not time to conduct detailed studies of demand, Staff evaluated the Rosemead Boulevard corridor from Whittier to Gallatin to determine the potential customer base. The potential customers would include median landscaping with the expectation that drought tolerant, low water landscaping would be utilized, along with a vacant city owned property at the southwest corner of Rosemead and Gallatin currently planted in grass. An additional potential customer would be North Ranchito Elementary School, though that would be up to the school district and CBWD.

A detailed design and cost estimate is not available for a reclaimed water line in Rosemead. However using guidelines provided by CBWD, the estimated order of magnitude cost of the capital investment is $500,000. The anticipated customer revenue (if the school is included) is on the order of magnitude of $11,000 per year. The payback period for this scenario is estimated to be 45 years.

An additional consideration is the location of the connection point for the reclaimed water line. The existing reclaimed line runs east-west along Beverly Boulevard. In
order to connect the newly built concrete intersection at Beverly and Rosemead, this existing line would have to be excavated.

In working with CBWD on this project, staff has identified an opportunity to extend reclaimed water to Rio Vista Park and Smith Park near the intersection of Rosemead Boulevard and Mines Avenue. Preliminary indications are that this location would be viable from a cost benefit standpoint and would likely meet the CBWD payback requirements. Though not in the segment of Rosemead as part of this project and still in concept phase, staff will work with CBWD to fully consider and, if appropriate, initiate a project to connect these parks to reclaimed water.

2. Fiber Optic – A draft fiber optic master plan was presented to City Council and will be returning for final consideration and direction. There are many considerations and strategic decisions that must be considered prior to final adoption and direction. However staff investigated installing fiber optic conduit in the Rosemead Boulevard project to preserve future flexibility to have fiber optic along this corridor. The draft master plan does identify a backbone loop within the City for consideration which includes Rosemead Boulevard.

Staff has determined that conduit can be installed along with enough connection locations to preserve the ability to install the fiber optic lines if desired in the future. The cost and technical specifications to accomplish this are still being finalized and the intent would be to bring to City Council a final recommendation and issue a change order for the project to include this facility. The other option would be to cancel the bids, wait until the plans were revised and go out to bid again. The concern with this is the general increasing cost of construction, which may push bids higher and the time delay for this critical project of perhaps six (6) months.

The Notice of Intent to Award for this project was published on May 21, 2021. The bid protest period expired on May 28, 2021 and no written bid protests were received. The anticipated start of construction is November, 2021.

On March 25, 2021 a request for task proposals (RFTP) was sent to pre-qualified firms under the City’s on-call agreements to provide construction management and inspection services. On April 12, 2021 three (3) proposals were received as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPM Group, Inc.</td>
<td>1</td>
</tr>
<tr>
<td>Willdan Engineering</td>
<td>2</td>
</tr>
<tr>
<td>LAE Associates, Inc.</td>
<td>3</td>
</tr>
</tbody>
</table>

Staff evaluated and selected PPM Group, Inc. to provide construction management and inspection services for a not-to-exceed amount of $107,650, based on a qualifications
based criteria. Issuance of the task for construction management and inspection services to PPM Group, Inc. will be in accordance with the current on-call agreement.

Conclusion:

Staff recommends rejection of the All American Asphalt bid, and award of the construction contract to R.J. Noble Company in the amount of $1,189,560, along with a construction contingency of $118,956 required for the completion of the Rosemead Boulevard Road Rehabilitation Project.

Steve Carmona

SC:TR:GE:lg

Enclosure: 1) Construction Contract
CITY OF PICO RIVERA CONTRACT FOR
ROSEMEAD BOULEVARD ROAD REHABILITATION PROJECT (CIP NO. 50041)

THIS CONTRACT ("Contract") is made and entered this 12th day of October, 2021 ("Effective Date"), by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and R.J. Noble Company, a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 782908.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid Proposal (including documentation accompanying the Bid Proposal and any post-Bid Proposal documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. In the event there is a conflict between the terms of the Contract Documents, the more specific or stringent provision shall govern. City shall decide which option is the more specific or stringent provision. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as Rosemead Boulevard Road Rehabilitation ("Work"); Project No. 50041 ("Project"), as more particularly described in the Contract Documents.

3. Compensation.

   3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Bid Schedule submitted with the Bid Proposal. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is One Million One Hundred Eighty-Nine Thousand Five Hundred Sixty Dollars ($1,189,560.00) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City.

   3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

   3.3 Substitution of Securities. Pursuant to Public Contracts Code Sec. 22300 Contractor shall be allowed to substitute securities for any moneys withheld by the City to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
4. **Contract Time.**

4.1 **Initial Notice to Proceed.** The City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of **60 Working Days.** The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within **20 Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

4.2 **Notice to Proceed with Construction.** After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the “Notice to Proceed with Construction,” at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. **Liquidated Damages for Delay and Control of Work.**

5.1 **Liquidated Damages.** The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. **Early Completion.**

Not applicable.

7. **Work after Stop Work Notice.** Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.
8. **Antitrust Claims.** In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.§ 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

9. **Prevailing Wages.** The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply. The City has entered into the “Community Workforce Agreement” (“CWA”) with the Los Angeles and Orange Counties Building and Construction Trades Council attached as Appendix II to the Bid Documents, which requires the payment of prevailing wages on general public works contracts of greater than $250,000 and specialty contracts of greater than $50,000 and certain labor compliance provisions. Specialty contracts are entered into between the City and specialty contractors as defined in Business and Professions Code Section 7058, including Sections 832.02 through 832.62 of Title 16 of the California Code of Regulations. The Contractor awarded the Contract for the Work and all Subcontractors must agree to be bound by the CWA during performance of the Work. Each Contractor must submit a completed and executed Letter of Assent with its Bid Proposal; failure of a Bid Proposal to be accompanied by the Contractor’s completed and executed Letter of Assent will render the Bid Proposal non-responsive and rejected. If awarded a Contract, the successful Contractor shall comply with provisions of the CWA, including without limitation: (i) craft labor hiring practices; (ii) alternative dispute resolution procedures for Site grievances and jurisdictional disputes; and (iii) prevailing wage rate responsibilities. The CWA shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organization or enter into an agreement that contains any of the terms of the CWA. Public Works projects not covered by the CWA shall be subject to the prevailing wage requirements of the California Uniform Public Construction Cost Accounting Act which has been adopted by the City.

10. **Workers’ Compensation.** Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

   “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ 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.”

11. **Miscellaneous Statutory Requirements**

   11.1. **Contractor License.** Contractor shall possess a California contractor’s license type for the performance of the Project.

   11.2. **Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.
11.3 **Compliance with SB 854 Registration.** This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

11.4 **Trenches, Excavations and Unknown Conditions.** Pursuant to California Public Contract Code Section 7104, in the event the work included in this Contract requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3-3 of the General Provisions.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11.5 **Trench and Pipeline Safety.** If this Contract is for more than $25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the City.

11.6 **Utility Relocation.** City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

11.7 **Third Party Claims Notification.** The City shall timely notify the Contractor in writing of any third party claims relating to the Contract.
11.8 **Unfair Business Practices Claims.** The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

11.9 **Day’s Work.** Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day’s work. Contractor will forfeit as a penalty to City the sum of $25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

11.10 **Hazardous Materials and Unknown Conditions.** Contractor shall notify City in writing of the discovery of any of the following conditions, without disturbing the condition, as soon as Contractor, or any of Contractor’s subcontractors, agents or employees have knowledge and reporting is possible:

1. The presence of any material that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

Pending a determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

City shall promptly investigate the reported conditions. If City, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the work, then City shall issue a change order.

In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

11.11 **Payroll Records.** Contractor shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor
Commissioner as required by Labor Code Sec. 1771.4. Contractor and any subcontractor shall (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor shall inform the City of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address. The Contractor has ten days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit $100.00 for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

11.12 Employment of Apprentices. Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice’s work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

12. Termination.

12.1 Termination for Convenience. The City may terminate this contract, in whole or in part, with 30 days written notice to the Contractor when it is in the City’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs. The Contractor may terminate this contract, in whole, with 90 days written notice to the City.

12.2 Termination for Default. If at any time the Contractor is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the City, and will be served upon the Contractor and its sureties. If the Contractor continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the City within the time specified in such Notice, the City shall have the authority to terminate the Contract for this Project.

12.3 Waiver of Remedies for any Breach. In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City’s remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.
13. Community Workforce Agreement. Contractor acknowledges and agrees that Contractor and its Subcontractors of any tier each agree to comply with the terms and conditions of the Community Workforce Agreement ("CWA") executed between the City and the Los Angeles and Orange Counties Building and Construction Trades Council, attached hereto as part of the Contract Documents. Contractor must submit a completed and executed Letter of Assent.

14. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

15. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

16. Entire Contract. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

17. Attorney’s Fees and Costs. If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney’s fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

18. Independent Contractor. The Contractor is and shall at all times remain as to the City, a wholly independent contractor. Neither the City, nor any of its officers, employees or agents shall have control over the conduct of the Contractor or any of the Contractors’ officers, employees or agents, except as herein set forth. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees, or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Contract.

19. Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660
Attention: City Engineer
20. **Prohibition Against Assignment.** The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

21. **Counterparts.** This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.
IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF PICO RIVERA

By: ____________________________
   Steve Carmona, City Manager

ATTEST:

By: ____________________________
   Anna M. Jerome, City Clerk

By: ____________________________
   Arnold M. Alvarez-Glasman, City Attorney

Dated: __________________________

R.J. Noble Company

(“CONTRACTOR”)

By: ____________________________
   Austin M. Carver, President

By: ____________________________
   NAME__________________________
   TITLE________________________

PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED
To: Mayor and City Council

From: City Manager

Meeting Date: October 12, 2021

Subject: STAFF AUGMENTATION PROJECT MANAGEMENT – AWARD PROFESSIONAL SERVICES AGREEMENTS

Recommendation:

1. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to Transtech Engineers, Inc. (Transtech) to provide staff augmentation project management services;

2. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to Interwest Consulting Group, Inc. (Interwest) to provide staff augmentation construction management services;

3. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to JMDiaz, Inc. (JMD) to provide staff augmentation construction management services; and

4. Execute the agreements in a form approved by the City Attorney.

Fiscal Impact:

The contract amount for each firm is up to $1,000,000 for a term of three (3) years to provide project management and related services for capital projects. The Engineering Division will issue requests for task orders and process purchase orders (PO) on an as-needed basis with selected firms to provide these services on a project by project basis. Accounts for the PO’s will be established based on the specific project(s) with funding source(s) available such as Measure M (Fund 208), Measure R (Fund 207), Proposition C (Fund 206), Water Authority Funds (Fund 550), Certificate of Participation (COP) Funds (Fund 305), General Fund (Fund 100) and other funds as available for project management. No additional appropriations are being requested at this time.
Discussion:

The City has undergone an extensive period of master planning for a variety of future infrastructure needs. This, combined with the recent increase in available funding for our infrastructure renewal through the COP Funds, Grant Funds, Water Rate increases and anticipated funding through State and Federal Infrastructure bills have greatly increased the City’s Capital Improvement Program for the next few years.

In order to deliver these improvements in the timeline that meets the community’s expectations as well as the numerous deadlines tied to our various grant funds, the Public Works Department is seeking contracts with several on-call consultants that specialize in Staff Augmentation for Capital Project Management.

A Request for Proposals (RFP) for professional staff augmentation project management services was distributed on July 21, 2021 and posted on the City’s website through PlanetBids.com. On August 9, 2021, the City received proposals from 11 firms in response to the RFP. A panel of three (3) staff members from the Public Works Department independently reviewed and scored the proposals based on the qualifications based criteria described in the RFP and the proposals submitted by each firm. The following ranking scores were assigned by this panel:

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<thead>
<tr>
<th>Company Name</th>
<th>Ranking Score</th>
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<tbody>
<tr>
<td>JMD</td>
<td>92</td>
</tr>
<tr>
<td>HR Green</td>
<td>87</td>
</tr>
<tr>
<td>Willdan</td>
<td>87</td>
</tr>
<tr>
<td>Interwest</td>
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<td>Transtech</td>
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<td>DRCD</td>
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<td>Southstar</td>
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</tr>
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<td>MARRS</td>
<td>82</td>
</tr>
<tr>
<td>BA</td>
<td>77</td>
</tr>
<tr>
<td>KOA</td>
<td>74</td>
</tr>
<tr>
<td>Ladayu</td>
<td>60</td>
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On September 14, 2021 a panel of four (4) staff members from various City Departments conducted interviews with consulting firms whose proposal ranked above 80 points. The ranking scores from this panel are as follows:
In order to maximize the City’s flexibility and promote competition, staff recommends to award separate contracts to three (3) qualified consultants to provide staff augmentation project management services.

Services to be provided include planning, assigning and reviewing the work of engineering consultants throughout the life cycle of capital projects, prepare and maintain project schedules and budgets, staff report preparation, funding sources administration, enforce compliance with standards, policies, procedures and guidelines, utility coordination, labor compliance, and other project management services. These professional services will be provided on an as-needed basis.

As this is an on-call type of contract, the City reserves the right to assign projects to each of the consultants at its sole discretion based on project requirements, funding requirements, as well as the availability of each consultant. Selection of a firm for an on-call contract does not necessarily guarantee the award of work of any specific contract value.

Conclusion:

Staff recommends selection of three (3) firms to provide staff augmentation management and inspection services, as needed. The Professional Service Agreements will remain active for a minimum of three (3) years with the option to extend the agreements for two (2) additional one-year periods. The extension will enable consultants to complete projects that may be ongoing at the end of the three year term.

The selected qualified firms will be available to provide services on an as-needed basis for staff augmentation project management services in the delivery of a variety of projects.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Ranking Score</th>
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<tbody>
<tr>
<td>Transtech</td>
<td>1</td>
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<tr>
<td>Interwest</td>
<td>2</td>
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<tr>
<td>JMD</td>
<td>3</td>
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<td>Willdan</td>
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<td>DRCD</td>
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<td>MARRS</td>
<td>6</td>
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<tr>
<td>HR Green</td>
<td>7</td>
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<tr>
<td>Southstar</td>
<td>8</td>
</tr>
</tbody>
</table>
These firms may be contacted during the term of the agreement to provide a fee proposal for individual projects and in accordance with the procedural requirements of the funding source for each project.

Steve Carmona

Enclosures: 1) Professional Services Agreement (Transtech Engineers, Inc.)
              2) Professional Services Agreement (Interwest Consulting Group, Inc.)
              3) Professional Services Agreement (JMDiaz, Inc.)
1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Transtech Engineers, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide staff augmentation project management inspection services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant’s August 9, 2021 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant’s August 9, 2021 proposal to City attached hereto as Exhibit “B.”

3.3 "Commencement Date": October 12, 2021

3.4 "Expiration Date": December 31, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Dollars ($1,000,000.00) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it
must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Ahmad Ansari, PE, Principal shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or
any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.
15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 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 Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 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.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment
16.1.1.2 Products and completed operations
16.1.1.3 Broad form property damage (including completed operations)
16.1.1.4 Explosion, collapse, and underground hazards
16.1.1.5 Personal Injury
16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($2,000,000) per occurrence of claim/ Two Million Dollars ($4,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:  
Steve Carmona, City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Facsimile: (562) 801-4765

If to Consultant:  
Ali Cayir, President/CEO  
Transtech Engineers, Inc.  
13367 Benson Avenue  
Chino, CA 91710  
(714) 883-8677  
ali.cayir@transtech.org
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. 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.

23. **ASSIGNMENT**

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.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action
to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
TRANSTECH ENGINEERS Inc.

______________________________ ___________________________________
Raul Elias, Mayor Ali Cayir, President/CEO

Dated: ________________________    Dated: _____________________________

**ATTEST:**

___________________________ ___________________________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney

**APPROVED AS TO FORM:**
EXHIBIT “A” – SCOPE OF SERVICES
AND
EXHIBIT “B” – APPROVED FEE SCHEDULE
AVAILABLE UPON REQUEST WITH THE CITY CLERK’S OFFICE
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
INTERWEST CONSULTING GROUP, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Interwest Consulting Group, Inc., a Colorado corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide staff augmentation project management inspection services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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3.3 “Commencement Date”: October 12, 2021

3.4 “Expiration Date”: December 31, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. **CONSULTANT’S SERVICES**

   5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Dollars ($1,000,000.00) unless specifically approved in advance, in writing, by City.

   5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

   6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

   6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

   6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

   Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

   Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it
must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Steven L. Wright, PE, TE, Project Manager, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or
any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13.  **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14.  **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.
15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 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 Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 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.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment
16.1.1.2 Products and completed operations
16.1.1.3 Broad form property damage (including completed operations)
16.1.1.4 Explosion, collapse, and underground hazards
16.1.1.5 Personal Injury
16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or sub consultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($2,000,000) per occurrence of claim/ Two Million Dollars ($4,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Facsimile: (562) 801-4765

If to Consultant:
Paul Meschino, Vice President of Operations  
Interwest Consulting Group, Inc.  
1 Jenner, Suite 160  
Irvine, CA 92618  
(714) 899-9039  
p.meschino@interwestgrp.com
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. 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.

23. **ASSIGNMENT**

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.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action
to ensure that subconsultants, employees, and employment applicants are treated
without regard to their race, color, creed, religion, sex, marital status, national origin,
ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed
by or on behalf of Consultant state either that it is an equal opportunity employer or that
all qualified applicants will receive consideration for employment without regard to race,
color, creed, religion, sex, marital status, national origin, ancestry, age, physical or
mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all
subcontracts for any work covered by this Agreement except contracts or subcontracts
for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with
respect to the advisability of entering into and executing this Agreement, or been
provided with an opportunity to receive independent legal advice and has freely and
voluntarily waived and relinquished the right to do so. Each Party who has not
obtained independent counsel acknowledges that the failure to have independent
legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement,
knows the contents thereof, and has relied solely on the statements expressly set forth
herein and has placed no reliance whatsoever on any statement, representation, or
promise of any other party, or any other person or entity, not expressly set forth herein,
nor upon the failure of any other party or any other person or entity to make any
statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this
Agreement, and that the person executing this Agreement on behalf of either Party has
the full right and authority to fully commit and bind such Party to the provisions of this
Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and
in any paragraph thereof, are descriptive only and for convenience in reference to this
Agreement. Should there be any conflict between such heading, and the section or
paragraph thereof at the head of which it appears, the section or paragraph thereof, as
the case may be, and not such heading, shall control and govern in the construction of
this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“**CITY**”

CITY OF PICO RIVERA

__________________________________________________

Raul Elias, Mayor

Dated: ________________________

“**CONSULTANT**”

INTERWEST CONSULTING GROUP Inc.

__________________________________________________

Paul Meschino, Vice President of Operations

Dated: _____________________________

**ATTEST:**

Anna M. Jerome, City Clerk

______________________________

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT “A” – SCOPE OF SERVICES

AND

EXHIBIT “B” – APPROVED FEE SCHEDULE

AVAILABLE UPON REQUEST WITH THE CITY CLERK’S OFFICE
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
JMDIAZ, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and JMDiaz, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide staff augmentation project management inspection services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s August 9, 2021 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s August 9, 2021 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: October 12, 2021

3.4 “Expiration Date”: December 31, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Dollars ($1,000,000.00) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it
must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Juan M. Diaz, MBA, PE, President/CEO shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or
any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.
15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 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 Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($2,000,000) per occurrence of claim/ Two Million Dollars ($4,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:
Juan M. Diaz, President/CEO
JMDiaz, Inc.
18645 East Gale Avenue
Suite 212
City of Industry, CA 91748
(626) 820-1137
jmdiaz@jmdiaz.com
With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. 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.

23. **ASSIGNMENT**

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.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action
to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT,** the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
JMDIAZ Inc.

______________________________  ________________________________
Raul Elias, Mayor                Juan M. Diaz, President/CEO

Dated: ________________________  Dated: _____________________________

**ATTEST:**

**APPROVED AS TO FORM:**

______________________________  ________________________________
Anna M. Jerome, City Clerk      Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT “A” – SCOPE OF SERVICES

AND

EXHIBIT “B” – APPROVED FEE SCHEDULE

AVAILABLE UPON REQUEST WITH THE CITY CLERK’S OFFICE
To: Mayor and City Council

From: City Manager

Meeting Date: October 12, 2021

Subject: AMENDMENT NO. 1 TO CONTRACTUAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES, INC. FOR LANDSCAPE MAINTENANCE SERVICES

Recommendation:

1. Approve Amendment No. 1 (Enclosure No. 1) to Contractual Services Agreement No. 18-1825 with Mariposa Landscapes, Inc. to provide landscape maintenance services for various City-owned parks and City-owned facilities in the amount not-to-exceed $234,000 for a one-year renewal based on mutual agreement between both Parties; and

2. Authorize the Mayor to execute Amendment No.1 to Agreement No. 18-1825 in a form approved by the City Attorney.

Fiscal Impact:

The fiscal year (FY) 2021-22 Adopted Budget includes adequate appropriations to cover the expenditures of $234,000 under General Fund Account No. 100.40.4032-54500 (Contract Services). No additional funding is required at this time.

Discussion:

The Public Works Department, Field Operations Division is responsible for the landscape maintenance and irrigation systems at twenty (20) City-owned parks and other facilities. This includes: Smith Park (16 acres), Pico Park (11 acres), Rivera Park (15.5 acres), Rio Hondo Park (13 acres), Rio Vista Park (4.5 acres), Streamland Park (10 acres), Obregon Park (1.3 acres), Gallatin and Rosemead Pocket Park (27,500 square feet), Colmere Pocket Park (8,818 sq. ft.), Veteran’s Pocket Park (6,325 sq. ft.), Serapis Pocket Park (7,000 sq. ft.), Paramount and Mines Parkway (1 acre), Parks and Recreation Department building (2,500 sq. ft.), Veteran’s Monument/Library (5,800 sq. ft.), History and Heritage Museum (3,000 sq. ft.), Senior Center (1.5 acres), Al Natividad Center (150 sq. ft.), Passons Underpass (2 acres), Youth Center (900 sq. ft.), and City Hall (2.8 acres).
On September 28, 2018, the City Council awarded Mariposa Landscapes, Inc. a three (3) year Maintenance Services Agreement for landscape maintenance with an annual amount not-to-exceed $225,000. Additionally, the agreement included a two [2], one-year optional extensions based on mutual agreement between the Parties.

At this time, under mutual agreement, the City and Mariposa Landscapes, Inc, would like to extend the contract one year. The recommended Amendment No. 1 to Agreement No. 18-1825 in the amount of $234,000 reflects a 4% Consumer Price Index (CPI) increase.

**Conclusion:**

Implementing an adequate landscaping maintenance service program is critical in ensuring the proper upkeep and maintenance of all City parks and sports fields. In the last three (3) years, Mariposa Landscapes Inc. has performed with acceptable quality and satisfaction of the Field Supervisor.

Staff recommends approving Amendment No.1 to Agreement No. 18-1825 with Mariposa Landscapes Inc. to exercise one annual extension in the amount of $234,000.

Steve Carmona

SC:TR:JG:lg

Enclosure: 1) Amendment No. 1
AMENDMENT NO. 1
TO THE CONTRACTUAL SERVICES AGREEMENT NO. 18-1825 FOR
LANDSCAPE MAINTENANCE SERVICES WITH MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT NO. 18-1825 FOR LANDSCAPE MAINTENANCE SERVICES WITH MARIPOSA LANDSCAPES, INC. ("Amendment No. 1"), effective as of the date specified in paragraph four hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and Mariposa Landscapes, Inc., ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR (collectively referred to as the “Parties”) have previously executed that certain Contractual Services Agreement for Agreement No. 18-1825 ("Agreement") relating to landscape maintenance services in the City of Pico Rivera.

B. The Parties desire to amend said Agreement as set forth herein, pursuant to Section 25 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE THAT THE AGREEMENT SHALL BE AMENDED AS FOLLOWS:

1. CITY’S OPTION TO EXTEND TERM

In accordance with Section 3. TERM of the Agreement, by executing this amendment, the Parties mutually agree to exercise the first of two (2) one-year renewal options and extend the Term of the Agreement until September 20, 2022.

2. MODIFICATION OF CONSULTANT’S COMPENSATION.

The compensation to be paid by CITY to CONTRACTOR for the modified work shall be in accordance with the proposal attached hereto as Exhibit A-1 to this Amendment No. 1. The not to exceed maximum contract amount under Section 2(a) of the Agreement shall be hereby increased by an amount not to exceed Two Hundred Thirty-Four Thousand Dollars ($234,000.00) for services performed during the first one-year extension term.

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONTRACTOR shall remain in full force and effect.

4. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONTRACTOR, executes this Amendment No. 1.
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF PICO RIVERA

______________________________ _________________________________
Raul Elias, Mayor    Terry Noriega, President

Dated: ________________________    Dated: ____________________________

ATTEST:

___________________________ _________________________________
Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney

APPROVED AS TO FORM
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<td>Streamland Park – 10 Acres 3539 Durfee Ave.</td>
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<td>$3,280.00</td>
</tr>
<tr>
<td>7</td>
<td>Month</td>
<td>Obregon Park- 1.3 Acres 3298 Sandoval Ave.</td>
<td>$464.88</td>
<td>$447.00</td>
</tr>
<tr>
<td>8</td>
<td>Month</td>
<td>Gallatin &amp; Rosemead Pocket Park Area Size- 27,500 SQ FT</td>
<td>$229.84</td>
<td>$221.00</td>
</tr>
<tr>
<td>9</td>
<td>Month</td>
<td>Colmene Pocket Park Area Size – 8,818 SQ FT</td>
<td>$74.88</td>
<td>$72.00</td>
</tr>
<tr>
<td>10</td>
<td>Month</td>
<td>Veteran’s Pocket Park Area Size – 6,325 SQ FT</td>
<td>$48.88</td>
<td>$47.00</td>
</tr>
<tr>
<td>11</td>
<td>Month</td>
<td>Serapis Pocket Park Area Size – 7,000 SQ FT</td>
<td>$34.32</td>
<td>$33.00</td>
</tr>
<tr>
<td>12</td>
<td>Month</td>
<td>Paramount and Mines Parkway Area Size – 1 Acre</td>
<td>$498.16</td>
<td>$479.00</td>
</tr>
<tr>
<td>13</td>
<td>Month</td>
<td>Park &amp; Recreation Dept. Area Size – 2,500 SQ FT</td>
<td>$32.24</td>
<td>$31.00</td>
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<tr>
<td>14</td>
<td>Month</td>
<td>Veterans Monument / Library Area Size – 5,800 SQ FT</td>
<td>$65.52</td>
<td>$63.00</td>
</tr>
<tr>
<td>15</td>
<td>Month</td>
<td>History and Heritage Museum Area Size- 3,000 SQ FT</td>
<td>$27.04</td>
<td>$26.00</td>
</tr>
<tr>
<td>16</td>
<td>Month</td>
<td>Senior Center Area Size- 1.5 Acres</td>
<td>$139.36</td>
<td>$134.00</td>
</tr>
<tr>
<td>17</td>
<td>Month</td>
<td>Al Natividad Center Area Size - 150 SQ FT</td>
<td>$22.88</td>
<td>$22.00</td>
</tr>
<tr>
<td>18</td>
<td>Month</td>
<td>Passons Underpass Area Size – 2 Acres</td>
<td>$996.32</td>
<td>$958.00</td>
</tr>
<tr>
<td>Month</td>
<td>Site</td>
<td>Area Size</td>
<td>Monthly Cost</td>
<td>Total Cost</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------</td>
<td>----------------------------</td>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>19</td>
<td>Youth Center</td>
<td>900 SQ FT</td>
<td>$22.88</td>
<td>$19,500.00</td>
</tr>
<tr>
<td>20</td>
<td>City Hall</td>
<td>2.8 Acres</td>
<td>$203.84</td>
<td>$18,750.00</td>
</tr>
</tbody>
</table>
To: Mayor and City Council
From: City Manager
Meeting Date: October 12, 2021
Subject: APPROVE AMENDMENT NO. 1 TO TJR CONSULTING LLC. PROFESSIONAL SERVICES AGREEMENT NO. 21-2023 AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SWPP QUEEN, INC.

Recommendation:

1. Approve Amendment No. 1 to TJR Consulting LLC., Professional Services Agreement No. 21-2023, in an amount not-to-exceed $210,600, for services related to the Public Works Department Director; and

2. Approve Professional Services Agreement with SWPP Queen Inc. (SQI) in an amount not-to-exceed $136,500 for Interim Deputy Director of Public Works Services.

Fiscal Impact:

The fiscal year (FY) 2021-22 General Fund Budget includes the provision of a Public Works Director and Deputy Director to oversee the Public Works Department, including the Capital Improvement Program. Currently, the Public Works Director and Deputy Director positions are vacant. The salary savings from the unfilled positions, along with capital project budgets, as appropriate, will be utilized to cover amounts expended related to these contracts. No additional appropriations are required at this time.

Background:

In September 2021, the Public Works Director position became vacant, and the Deputy Director position has remained vacant since its inclusion into the 2021-21 FY Budget. On August 23, 2021, the City Manager executed a professional services agreement with TJR Consulting LLC, in an amount not-to-exceed $29,000, to provide an organizational evaluation and recommend process improvements for the Public Works Department. These services were necessary to ensure improvement of department operations, particularly due to the vast activity in the Capital Improvement Plan projects. The procurement of services was made in compliance with Pico Rivera Municipal Code, Chapter 3.20.210 under the authority of the City Manager.
Discussion:

The Department of Public Works is integral to City operations and oversees nine (9) divisions, including, administration, engineering, street maintenance, facilities maintenance, park maintenance, fleet maintenance, storm drain, sanitary sewer and water utilities.

Normal operations for the department consist of engineering, permitting, maintenance and operation of the City’s infrastructure including streets, sidewalks, roadway medians, alleys, public parking lots, graffiti abatement, parks, utilities (Water, Sewer and Storm Drain), and public facilities. In addition to the normal operational duties of the department, Public Works is responsible for the Capital Improvement Program (CIP) that encompasses street and roadway improvements, park projects, facilities infrastructure improvements and other large scale capital projects.

Initially, the TJR Consulting agreement was executed to provide department support for organizational evaluation and process improvements for a period of no more than 20 hours per week. Since this contract was initiated, the Public Works Director position became vacant. Mr. Terry Rodrigue, the person providing the services for TJR Consulting, stepped in to serve as the Interim Public Works Director. This position has required an increase in hours per week and will require an extension in time to lead the Public Works Department while a recruitment for a permanent director is pursued. At this time, it is anticipated that services, ranging from 25 to 30 hours a week, will be required until a new permanent director is recruited. Staff recommends extending the contract with TJR Consulting and budgeting for this service through the remainder of the current fiscal year with the understanding that if a new director is recruited prior to this time, the services would be reduced and discontinued.

In addition, the significant increase in the City’s Capital Improvement requires attention to the City’s currently vacant Deputy Director Position. The most effective management strategy is to wait until a new permanent Director is hired to then recruit for a Deputy Director, however the lack of a Deputy Director is creating challenges in accomplishing the CIP goals. The Deputy Director position is currently budgeted in the FY 2021-22 budget, but has not been filled. Staff is recommending filling this position with an Interim Deputy Director with a very strong construction management and maintenance background. Staff has discussed this and has found a qualified and experienced consultant, Mr. Gerald Montgomery, principal of SQI, to fill this role on a temporary basis until a permanent replacement is found through an open and competitive recruitment process. Staff anticipates services needed would be for 20-25 hours per week at a rate of $140 per hour. For the remainder of this fiscal year (FY 2021-22), this would amount to approximately $136,500. The funding for both of these positions will be paid for through a combination of salary savings.
Conclusion:

Staff recommends that City Council approve Agreement Amendment No. 21-2023-1, in an amount not-to-exceed $210,600 (total revised contract value of $239,600) for Interim Public Works Director Services and approve Agreement with SQI in an amount not-to-exceed $136,500 for Interim Deputy Director Services. These two (2) positions will oversee the Public Works Department including the Capital Improvement Program through June 30, 2022. Approval will ensure that department operations continue to function efficiently while accomplishing City goals.

Steve Carmona

SC:AG:DS:ep

Enclosures: 1) Amendment No. 1
2) Agreement No. 21-2023
3) Agreement with SWPP Queen Inc.
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
TJR CONSULTING LLC.
- AGREEMENT NO. 21-2023

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 21-2023 FOR
PROFESSIONAL SERVICES WITH TJR CONSULTING, LLC. (“Amendment No. 1”),
effective as of the date specified in paragraph 3 hereof, is made and entered into by and
between the CITY OF PICO RIVERA (“CITY”), and TJR CONSULTING, LLC.
(“CONSULTANT”).

RECITALS

A. CITY and CONSULTANT (collectively referred to as the “PARTIES”) have
previously executed that certain Agreement for Interim Public Works Director
Services, Agreement No. 21-2023 (“Agreement”).

B. The PARTIES desire to amend said Agreement pursuant to Section 5 –
“Consultant’s Services,” which allows amendments for the purpose of increasing
the compensation related to a proposed revisions to the scope of work as
presented in Section 2 below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS.

The PARTIES acknowledge and agree that the Recitals hereto are true and correct
and by this reference are incorporated herein.

2. MODIFICATION OF CONSULTANT’S SCOPE OF SERVICES OF
AGREEMENT.

The “Scope of Services” as defined in Section 3.1 of the Agreement is hereby
amended to read as follows:

“3.1 “Scope of Services”: Such professional services as are set
forth in the Printing Services Exhibit “A – REVISED” attached
hereto and incorporated herein by this reference.”

3. MODIFICATION OF CONSULTANT’S COMPENSATION OF
AGREEMENT.

The “Total Compensation” listed in Section 5.1 of the Agreement is hereby
amended to read as follows:

“5.1 Consultant shall perform the services identified in the Scope of
Services. City shall have the right to request, in writing, changes in
the Scope of Services. Any such changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND 00/100 CENTS** ($198,000.00) unless specifically approved in advance, in writing, by City.”

4. **EFFECT OF AMENDMENTS.**

   Except as modified herein, either expressly or by necessary implication, the terms and provisions of the original Agreement between the CITY and CONSULTANT shall remain in full force and effect.

5. **COUNTERPARTS.**

   This Amendment No. 1 may be executed in counterparts all of which shall constitute but one original, and the same agreement.

6. **EFFECTIVE DATE.**

   Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 1.

[End of Amendment No. 1.]

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 21-2023-1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”  
CITY OF PICO RIVERA  
_____________________  
Raul Elias, Mayor  
Dated: ____________________________  
ATTEST:  
Anna M. Jerome, City Clerk

“CONSULTANT”  
TJR CONSULTING LLC.  
_____________________  
Terry J. Rodrigue, President  
Dated: ____________________________  
APPROVED AS TO FORM  
Arnold M. Alvarez-Glasman, City Attorney
June 9, 2021

Steve Carmona, City Manager
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

RE: Proposal to Provide Organizational Evaluation and Process Improvement Services

Dear Steve,

I appreciate this opportunity to submit a proposal for strategic consulting services to the City of Pico Rivera. Per our recent discussions, my understanding is that the City is looking for ways to improve effectiveness and systems within the Public Works Department and would like to retain a qualified individual to provide assistance to the City Manager’s Office.

With 35 years of experience in a variety of Cities and a deep background in various Director level positions, I believe I could be extremely helpful in pursuing the City’s goals. I have been fortunate to have served municipal agencies throughout California, including executive management positions with the Cities of Rancho Palos Verdes, Bell, Santa Ana, Lincoln, Carson, and Westlake Village. During this time, I have gained significant experience providing technical and strategic assistance and support to city managers, and elected officials on systems and organizational effectiveness in several departments including Public Works. My resume is attached for your review.

It is always difficult to determine how much time it will require to accomplish what the City sets out as challenges. Initially I will work with the City Manager and Executive Team to determine the priorities for the Department and develop ways to create opportunities for strategic improvements. I am willing to commit to an amount of time as directed by the City Manager and would suggest 18-20 hours per week as a starting point. Again, that can be adjusted as work progresses.

The hours will be billed at a rate $180 at the end of each month and the City will always be kept informed of the total dollars expended. I am very excited at the opportunity to assist the City of Pico Rivera, and truly believe that significant improvements can be made not only in ensuring the quality of detailed day-to-day services to the community, but also in addressing the larger systemic issues that challenge the City/Public Works Department.

I look forward to our collaboration and appreciate this opportunity to present my qualifications. Please do not hesitate to contact me should you have any questions.

Sincerely,

Terry J. Rodrigue, PE
TJR Consulting LLC
AGREEMENT NO. 21-2023  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PICO RIVERA AND  
TJR CONSULTING LLC  

1. IDENTIFICATION  

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and TJR Consulting LLC ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS  

2.1 City has determined that it requires professional services from a consultant to provide an organizational evaluation and process improvement for the Department of Public Works.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS  

3.1 "Scope of Services": Such professional services as are set forth in the Scope of Services dated June 9, 2021, and attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Scope of Services dated June 9, 2021, and attached hereto as Exhibit "A".

3.3 "Commencement Date": June 10, 2021

3.4 "Expiration Date": June 30, 2022

4. TERM  

4.1 The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of, Twenty-Nine Thousand Dollars ($29,000.00) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

7.1 Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

8.1 Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all
times comply with such laws, ordinances, codes, and regulations. Without limiting the
generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be
qualified and registered to do business in the State of California pursuant to sections 2105
and 17708.02 of the California Corporations Code. The City, its officers and employees
shall not be liable at law or in equity occasioned by failure of Consultant to comply with
this Section.

9. CONFLICT OF INTEREST

9.1 Consultant covenants that it presently has no interest and shall not acquire
any interest, direct or indirect, which may be affected by the services to be performed by
Consultant under this Agreement, or which would conflict in any manner with the
performance of its services hereunder. During the term of this Agreement, Consultant
shall not perform any work for another person or entity for whom Consultant was not
working at the Commencement Date if both: (i) such work would require Consultant to
abstain from a decision under this Agreement pursuant to a conflict of interest statute;
and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

10.1 Consultant represents that it has, or will secure at its own expense, all
personnel required to perform the services identified in the Scope of Services. All such
services shall be performed by Consultant or under its supervision, and all personnel
engaged in the work shall be qualified to perform such services. Consultant reserves the
right to determine the assignment of its own employees to the performance of
Consultant’s services under this Agreement, but City reserves the right, for good cause,
to require Consultant to exclude any employee from performing services on City’s
premises. Terry J. Rodrigue, PE shall be Consultant’s project administrator and shall
have direct responsibility for management of Consultant’s performance under this
Agreement. No change shall be made in Consultant’s project administrator without City’s
prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

11.1 All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT
12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

13.1 All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES
14.1 No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 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 Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.
15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 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.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

15.8 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or
damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than Two Hundred and Fifty Thousand Dollars ($250,000) per occurrence of claim/ Five Hundred Thousand Dollars ($500,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

18.1 Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

19.1 Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

20.1 Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:  
Steve Carmona, City Manager  
City of Pico Rivera  
PO Box 1016

If to Consultant:  
Terry Rodrigue, PE  
TJR Consulting LLC  
2591 4th Street
21. **SURVIVING COVENANTS**

21.1 The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. 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.

23. **ASSIGNMENT**

23.1 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.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**
24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. Warranties

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. Captions

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or
paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

29.1 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term
or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

30.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

31.1 This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

32.1 All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"  
CITY OF PICO RIVERA  

"CONSULTANT"  
TJR CONSULTING LLC

______________________________  ________________________________
Steve Carmona, City Manager  Terry J. Ridgure, PE
Dated: 8-28-21  Dated: 6-29-21
ATTEST:

Anna M. Jerome, City Clerk

Dated: 8/24/21

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Dated: 8/23/2021
June 9, 2021

Steve Carmona, City Manager  
City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, CA 90660

RE: Proposal to Provide Organizational Evaluation and Process Improvement Services

Dear Steve,

I appreciate this opportunity to submit a proposal for strategic consulting services to the City of Pico Rivera. Per our recent discussions, my understanding is that the City is looking for ways to improve effectiveness and systems within the Public Works Department and would like to retain a qualified individual to provide assistance to the City Manager's Office.

With 35 years of experience in a variety of Cities and a deep background in various Director level positions, I believe I could be extremely helpful in pursuing the City’s goals. I have been fortunate to have served municipal agencies throughout California, including executive management positions with the Cities of Rancho Palos Verdes, Bell, Santa Ana, Lincoln, Carson, and Westlake Village. During this time, I have gained significant experience providing technical and strategic assistance and support to city managers, and elected officials on systems and organizational effectiveness in several departments including Public Works. My resume is attached for your review.

It is always difficult to determine how much time it will require to accomplish what the City sets out as challenges. Initially I will work with the City Manager and Executive Team to determine the priorities for the Department and develop ways to create opportunities for strategic improvements. I am willing to commit to an amount of time as directed by the City Manager and would suggest 16-20 hours per week as a starting point. Again, that can be adjusted as work progresses.

The hours will be billed at a rate $180 at the end of each month and the City will always be kept informed of the total dollars expended. I am very excited at the opportunity to assist the City of Pico Rivera, and truly believe that significant improvements can be made not only in ensuring the quality of detailed day-to-day services to the community, but also in addressing the larger systemic issues that challenge the City Public Works Department.

I look forward to our collaboration and appreciate this opportunity to present my qualifications. Please do not hesitate to contact me should you have any questions.

Sincerely,

Terry J. Rodrigue, PE  
TJR Consulting LLC
1. **IDENTIFICATION**

   THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and **SWPPQUEEN, INC.** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. **RECITALS**

   2.1 City has determined that it requires professional services from a consultant to provide Interim Public Works Deputy Director Services.

   2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

   3.1 "Scope of Services": Such professional services as are set forth in the Consultant’s October 4, 2021 proposal to City, and attached hereto as Exhibit “A” and incorporated herein by this reference.

   3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant’s October 4, 2021 proposal to City, and attached hereto as Exhibit “A”.

   3.3 "Commencement Date": **October 5, 2021**

   3.4 "Expiration Date": **June 30, 2022**

4. **TERM**

   4.1 The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.
5. **CONSULTANT’S SERVICES**

   5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. **In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of, Twenty-Nine Thousand Dollars ($29,000.00) unless specifically approved in advance, in writing, by City.**

   5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

   6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

   6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

   6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

   7.1 Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

   8.1 Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes, and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be
qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. **CONFLICT OF INTEREST**

   9.1 Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. **PERSONNEL**

   10.1 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. **Gerald R. Montgomery** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. **OWNERSHIP OF WRITTEN PRODUCTS**

   11.1 All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. **INDEPENDENT CONSULTANT**

   12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its
officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

13.1 All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

14.1 No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.
15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 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 Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 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.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

15.8 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment
16.1.1.2 Products and completed operations
16.1.1.3 Broad form property damage (including completed operations)
16.1.1.4 Explosion, collapse, and underground hazards
16.1.1.5 Personal Injury
16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than Two Hundred and Fifty Thousand Dollars ($250,000) per occurrence of claim/ Five Hundred Thousand Dollars ($500,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds
in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

18.1 Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

19.1 Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

20.1 Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:
Gerald R. Montgomery
SWPPQUEEN, INC.
7202 Gloria Drive, Unit 25
Sacramento, CA 95831
Phone: (619) 592-6825
21. **SURVIVING COVENANTS**

21.1 The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. 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.

23. **ASSIGNMENT**

23.1 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.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental
handicap, medical condition or sexual orientation. Consultant will take affirmative action
to ensure that subconsultants, employees, and employment applicants are treated
without regard to their race, color, creed, religion, sex, marital status, national origin,
ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by
or on behalf of Consultant state either that it is an equal opportunity employer or that all
qualified applicants will receive consideration for employment without regard to race,
color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental
handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all
subcontracts for any work covered by this Agreement except contracts or subcontracts
for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with
respect to the advisability of entering into and executing this Agreement, or been provided
with an opportunity to receive independent legal advice and has freely and voluntarily
waived and relinquished the right to do so. Each Party who has not obtained
independent counsel acknowledges that the failure to have independent legal counsel will
not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement,
knows the contents thereof, and has relied solely on the statements expressly set forth
herein and has placed no reliance whatsoever on any statement, representation, or
promise of any other party, or any other person or entity, not expressly set forth herein,
nor upon the failure of any other party or any other person or entity to make any
statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this
Agreement, and that the person executing this Agreement on behalf of either Party has
the full right and authority to fully commit and bind such Party to the provisions of this
Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in
any paragraph thereof, are descriptive only and for convenience in reference to this
Agreement. Should there be any conflict between such heading, and the section or
paragraph thereof at the head of which it appears, the section or paragraph thereof, as
the case may be, and not such heading, shall control and govern in the construction of
this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

29.1 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not
be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

30.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

31.1 This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

32.1 All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
SWPPQUEEN, INC.

______________________________  ________________________________
Steve Carmona, City Manager     Gerald R. Montgomery

Dated: ________________________  Dated: _____________________________

______________________________  ________________________________
ATTEST:  APPROVED AS TO FORM:

______________________________  ________________________________
Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney

Dated: ________________________    Dated: _____________________________
October 4, 2021

Steve Carmona, City Manager
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

RE: Proposal to Provide Interim Deputy Public Works Director Services

Dear Mr. Carmona,

I appreciate the opportunity to submit a proposal to provide as needed Interim Deputy Public Works Director Services. My understanding is that the City currently has an Interim Director and a vacant Deputy Director position and that once a new Director is recruited, the City will recruit for a permanent Deputy Public Works Director. Until that time, there is a need to have someone fill the Deputy role.

My experience in all areas of public works extends nearly 30 years. I have significant experience in managing large capital improvement construction programs delivering hundreds of millions of dollars of infrastructure projects. In addition, I have managed field maintenance operations, been responsible for storm water quality programs around the state and overseen permitting and coordination with a variety of utilities at several public agencies. I have also administered several different bargaining group/union agreements during my career. I have worked for developers and other stakeholders, and I am the son of a retired public works official, who served for 54 years at the City of Englewood, CO, where I grew up. I have literally been around this my entire life and have viewed the issues facing public works from many angles.

After speaking with staff to understand their needs, I feel that 25-30 hours per week reporting to the Interim Public Works Director would be sufficient to help accomplish the City’s goals. My billing rate is $140 per hour and my time can be adjusted up or down based on the level of activity at the City. I have attached my resume for your review.

Thank you again for the opportunity and I look forward to working with your team.

If you have any questions please feel free to contact me at (916) 216-7744 or geraldm@swppqueen.com.

Sincerely,

Gerald R. Montgomery
Principal

Cc: Terry Rodrigue
Jerry has over 30 years of extensive experience in the areas of construction management, environmental compliance, land development, project planning, schedule analysis, project budgeting, project management, cash flow projections, cost control and modeling, estimating, project billings and payments, contract administration, CIP project management, CIP program management, construction inspection, quality assurance, street and drainage maintenance, and materials testing. Jerry is well-versed in the areas of project fast-tracking, change order pricing and negotiations, dispute resolution, CPM schedule analysis, RFI process, submittal process, civil construction means and methods, construction estimating, permit approval and compliance processes, and project close-out. His unique experience of municipal service, consulting engineering and construction management service, and construction inspection, materials testing, and surveying allow him the capability to manage a project from conception through close-out.

PROJECT SPECIFIC EXPERIENCE

Principal | SWPPQUEEN, Inc.
2017-Current | Sacramento and San Diego, CA
Jerry is responsible as the storm water compliance program manager for several utilities, universities, homebuilders, and municipalities. Jerry provides storm water and office engineering training for Caltrans construction personnel Statewide. Jerry provides training outreach, program design and management, SWPPP development and review, and compliance duties for several clients throughout California. Jerry is highly respected throughout the industry and serves on the Construction General Permit Training Team, as well as the International Chairman of CESSWI. Jerry also managed the PG&E Hydro maintenance and construction busy season in Northern California.

Principal | Montgomery & Associates, Inc.
2010-2017 | Sacramento and San Diego, CA
As the Chief Operating Officer, Jerry was responsible for providing professional stormwater services to local agencies, Caltrans, contractors and developers. Jerry provided training outreach, program design and management, SWPPP development and review, and compliance duties for several clients throughout California. Jerry served on the Construction General Permit Training Team, as well as the Co-Chair of the CASQA Phase II MS4 sub-committee. Jerry was also a consultant construction manager and project manager for PG&E Hydro, managing maintenance and construction projects during the construction season.

Construction Services Manager | Storm Water Pollution Prevention Manager
2009-2011 | City of Lincoln | Lincoln, CA
Jerry was responsible for the day-to-day activities of the Construction Management Division for the City of Lincoln and the City of Lincoln, both development and capital improvement projects, as well as encroachment...
permits, storm water pollution prevention, and materials testing. He interpreted construction documents and specifications, solved complex construction issues, approved submittals and pay estimates, obtained and enforced agency permits, and managed the bidding and contracting process for the CIP. He also performed plan review on construction drawings, responded to citizen inquiries/complaints, and prepared Council staff reports and recommendations.

Construction Manager | NPDES Program Manager
2008 – 2009 Vali Cooper and Associates | Elk Grove, CA

Duties included: Construction Manager for $8.8 million dollar bridge on the Sacramento River in Sutter County, CA, as well as the company Manager for storm water services. In addition, Jerry was appointed as ongoing member to the State Water Board Stakeholder Steering Committee, as well as the State Water Board Phase II Stakeholder Steering Committee. Developed and delivered training and outreach services for various municipalities regarding construction storm water services, as well NPDES compliance services.

Construction Manager | NPDES Program Manager
2004-2008 City of Elk Grove | Elk Grove, CA

Jerry was responsible for the day-to-day activities of the Construction Management/Inspection Division for the City of Elk Grove, delivering hundreds of millions of dollars worth of development and capital improvement projects, as well as encroachment permits, storm water pollution prevention, public permit counter, and materials testing. Jerry reviewed and interpreted construction documents and specifications, solved complex construction issues, approved submittals and pay estimates, obtained and enforced agency permits, including Army Corps of Engineer’s, U.S. Fish and Wildlife, California Fish and Game, and California Regional Water Quality Board, and SWPPP enforcement and NPDES compliance. In addition, he coordinated dry utility installations and administered franchise agreements.

Land Development Project Manager/Metropolitan District Construction Manager
1997-2003 Richmond American Homes and Gateway American Properties | Denver, CO and Phoenix, AZ

Jerry was responsible for land development projects in Aurora, Colorado, Arapahoe County, Colorado, and Brighton, Colorado. In addition, represent both the Arapahoe County Water & Wastewater Authority and the Parker Jordan Metropolitan District as the District Construction Manager. Responsible to prepare and enforce contract and bid documents for public improvements and private developments. Obtain and administer all relevant permits, including US Army Corps of Engineers and Colorado Water Quality permits. Provided constructability and submittal reviews. Provided construction & design estimates and schedules for conceptual plans and construction budgeting. Negotiated change orders and field changes. Performed project control duties. Managed all consultants, including engineers, landscape architects, materials testing firms, and environmental consultants. Attended project walkthroughs with homebuilders and accepting agencies. Made presentations to City Council, Metropolitan District, and Planning Commission meetings.

Public Works Superintendent
1994-1997 City of Medford | Medford, Oregon

Responsible for administration and planning for five divisions, 50 employees, an operating budget of $4.8 million and a capital improvements budget of $4.4 million. Divisions are as follows: street maintenance; drainage maintenance; traffic signals and striping; fleet management and maintenance; sanitary sewer maintenance. Responsible to prepare, present, and administer budgets and projects. Construction Manager for all contract improvements within Public Works. Member of design review team. Responsible to review and approve grading, street and development permits. Responsible for engineering and quality control contracts. Responsible for public counter personnel who wanted to request maintenance or an encroachment permit. Performed project controls for in-house and contract projects.
Consulting Construction Manager  
1992-1994  
Willdan Associates and Coastland Civil | California

Provided construction and contract management services for civil infrastructure and development projects (including landscaping) throughout California. Supervising Inspector/Resident Engineer for the City of Lake Elsinore, CA, Canyon Lake, CA, Murrieta, CA, and Yountville, CA. Managed aggregate contracts worth over $50 million dollars simultaneously with a staff of four. Responsible for all facets of the construction process, including budgeting, design and constructability review, estimating, bidding, contract negotiation and award, project controls, construction inspection and contract management for residential, commercial, and infrastructure projects. Coordinated and managed engineering services, surveying services, and materials testing services. Administered 404 permit, and local jurisdiction permits. Coordinated dry utility installations and administered franchise agreements.

Director of Public Works  
1990-1992  
San Juan County, New Mexico | Aztec, NM

On a two-year contract, Jerry was responsible for administration and planning for the Public Works Department, which consisted of seven divisions with 70 employees. Managed 4 different union contracts simultaneously. Responsible for the maintenance operations budget and capital improvements budget. Manager for in-house construction and contract construction & engineering contracts and project controls. Administered solid waste plan and permits, directed safety programs and was the emergency/catastrophe manager. Issued and enforced construction permits, supervised the public counter, and was a member of the design review team.
To: Mayor and City Council
From: City Manager
Meeting Date: October 12, 2021
Subject: PICO PARK PAVING PROJECT (CIP NO. P50018) – AWARD CONSTRUCTION

Recommendation:

1. Award a construction contract for a not-to-exceed amount of $235,005 to C.S. Legacy Construction, Incorporated for the Pico Park Paving Project, CIP No. P50018, and authorize the City Manager to execute the contract in a form approved by the City Attorney;

2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 21-2007 with Musco Lighting, in partnership with the U.S. Soccer Foundation, in a new not-to-exceed amount of $133,075, in a form approved by the City Attorney;

3. Authorize the Public Works Director to utilize funds in an amount not-to-exceed 18% of the total project amount, as needed, up to $66,920 for project contingency;

4. Accept the National Recreation and Park Association (NRPA) grant funds, in the amount of $40,000; and amend the fiscal year (FY) 2021-22 budget to appropriate the funds to account (No. 100.80.8100-54500) for CIP No. P50018 utilization; and

5. Amend the FY 2021-22 budget to appropriate an additional $175,000 in funds from realized General Fund FY 2020-21 budget surplus to account (No. 100.81.8100-54500) for CIP No. P50018 utilization.

Fiscal Impact:

On June 22, 2021 City Council authorized the budget transfer of $220,000 from various General Fund accounts to the Parks and Recreation Contracted Services account 100.80.8100-54500 for the purchase and installation of a U.S. Soccer Foundation Mini-Pitch soccer court and necessary paving.
In early October 2021, City staff were notified of the award of $40,000 in NRPA grant funds to construct a basketball court next to the proposed Mini-Pitch at Pico Park. Staff is requesting that these funds be allocated to the Parks and Recreation Contracted Services account 100.80.8100-54500 to allow for the additional construction of basketball courts.

Upon receipt of bids for the paving portion of the project, it was realized that costs were increased from the original engineer's estimate, with the lowest bid coming in significantly higher than anticipated. Staff believe that the recent extreme pricing increases in building material costs as well as labor shortages have contributed to this discrepancy. Thus, staff are requesting the additional $175,000 in monies from realized General Fund surplus in FY 2020-21 to be allocated to account 100.80.8100-54500 to complete the project.

The revised Total Project Cost of $435,000 is included in Enclosure 1.

**Background:**

In early 2021, Parks and Recreation Commissioner McEachren made contact with the Roldan family from Pico Rivera, California. Commissioner McEachren reached out to see if the Roldan family would be interested in supporting projects and programming concerning soccer in Pico Rivera. The Roldan family consists of several members, all of whom work and play for Major League Soccer teams in the United States and are members and representatives of the U.S. Soccer Foundation.

Subsequently a meeting was held with Mayor Elias, Councilmember Lutz, Commissioner McEachren, City staff and Seattle Sounders MLS soccer player Cristian Roldan. A partnership with the U.S. Soccer Foundation to bring a Mini-Pitch (a 5-on-5 hard surface mini-soccer court) to the City of Pico Rivera was discussed. In June 2021, City Council authorized the execution of Agreement No. 21-2007 with Musco Lighting in partnership with the U.S. Soccer Foundation for the purchase and installation of a Mini-Pitch at Pico Park.

**Discussion:**

With the eventual loss of most of Streamland Park due to the Whittier Narrows Dam Safety Modification Project, it is important that access to additional recreation opportunities be made available for the community.

During the design of the Mini-Pitch project, staff were made aware that additional features, such as basketball poles, can be incorporated into the Mini-Pitch court presenting staff with an opportunity to maximize the Mini-Pitch space to offer both soccer and basketball courts. Lighting is incorporated into the Mini-Pitch court allowing play to be extended during the early evening hours year-round.
In addition, staff applied for and were recently awarded $40,000 in grant funding from the NRPA to construct an additional basketball playing area next to the Mini-Pitch. This area will include two-half basketball courts that will utilize one pole with back-boards as shown in Enclosure 2. Lighting for these courts will be provided by incorporating additional lighting into the Mini-pitch facility directed to the exterior courts.

Staff is requesting an amendment to the Musco Lighting Agreement No. 21-2007 to capitalize on this mixed-use recreation opportunity and to provide additional lighting for the external basketball courts. Staff will use the Mini-Pitch multi-use court and the external basketball courts for enhanced youth futsal and basketball program opportunities, as well as for general use by the community for open play for years to come.

The proposed improvements include removal of the current deteriorated pavement directly behind the Pico Park facility, installation of new pavement to provide for the Mini-Pitch and basketball court surfaces, installation of new electrical lines to power the lighting, installation of the Mini-Pitch multi-use court including fencing, signing, lighting and playing surface painting, and installation of the external basketball courts. The purchase and installation of the Mini-Pitch, including incorporated light and basketball poles will be done through the City’s agreement with Musco Lighting as specified by the U.S. Soccer Foundation. All demolition, electrical lines, pavement installation, and installation of the additional basketball area will be done by the contractor awarded by this staff report.

On September 17, 2021 and September 24, 2021, the Notice Inviting Bids was advertised for the in the Cerritos Newspaper, was posted on Planet Bids, and advertised through the City’s website. On October 5, 2021 four (4) bids were received and opened by the City Clerk in a public forum. The following is the bid summary:

<table>
<thead>
<tr>
<th>Construction Company</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diamond Construction &amp; Design</td>
<td>$151,650.00</td>
</tr>
<tr>
<td>C.S. Legacy Construction, Inc.</td>
<td>$235,004.80</td>
</tr>
<tr>
<td>Palp, Inc. dba Excel Paving</td>
<td>$242,766.80</td>
</tr>
<tr>
<td>CWS Systems, Inc.</td>
<td>$244,479.00</td>
</tr>
</tbody>
</table>

Upon evaluation of the bids, it was discovered that Diamond Construction & Design’s bid proposal did not include an executed Letter of Assent to the Community Workforce...
Agreement (CWA) from the prime contractor nor the Skilled and Trained Workforce Certification.

Pages I-10 and I-11 of the Notice Inviting Bids states that a failure to provide a completed and executed copy of the CWA Letter of Assent “will render the Bid Proposal non-responsive and rejected.” Due to these irregularities, Diamond Construction & Design was deemed non-responsive with concurrence of staff and the City Attorney’s office.

Subsequently, staff determined C.S. Legacy Construction, Inc. to be the lowest responsive and responsible bidder. Staff has verified C.S. Legacy Construction, Inc.'s references and found their past performance on jobs of similar size and scope to be satisfactory. They performed extensive work for municipalities including, but not limited to the cities of Goleta, Laguna Beach, Huntington Beach, Coachella, Long Beach, and the County of Los Angeles. Their bonds, insurance documents, and City business license will be submitted and reviewed upon award and their contractor’s license is current. The anticipated schedule for the project is as follows:

- Award Construction .................. October 2021
- Start Construction ................... November 2021
- Complete Construction ............. December 2021

Construction management and inspection services will be provided by Engineering Division staff or on-call staff augmentation consultants from the Department of Public Works.

Staff are currently working to schedule a community engagement event so patrons are able to provide input on the basketball area color scheme. Input on the Mini-Pitch design is being garnered from the Roldan Family. The color scheme and design of each will be brought back to City Council for final approval.

Conclusion:

Staff recommends awarding a construction contract to C.S. Legacy Construction, Inc. in a not-to-exceed amount of $235,005, and authorize the City Manager to execute Agreement Amendment No. 1 with Musco Lighting for a revised not to exceed amount of $133,075.

Additionally, staff recommends amending the FY 2021-22 budget to accept and allocate the NRPA grant funds ($40,000), allocate additional General Fund FY 2020-21 surpluses ($175,000) to the project, and authorize the Public Works Director to utilize contingency funds as needed in an amount not to exceed $66,920 for project completion.
Upon project completion, staff will plan a ribbon cutting event to showcase the new recreation courts at Pico Park.

Steve Carmona

SC:PY:TR:kt

Enclosures: 1) Total Project Cost
2) Mini-Pitch and Basketball Area Diagram
# CITY OF PICO RIVERA

## PICO PARK PAVING PROJECT

CIP NO. P50018

### TOTAL PROJECT COST

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musco Lighting / U.S. Soccer Foundation Mini-Pitch</td>
<td>$133,075</td>
</tr>
<tr>
<td>Site Preparation (paving / electrical)</td>
<td>$235,005</td>
</tr>
<tr>
<td>Contingency 18%</td>
<td>$66,920</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST:** $435,000

<table>
<thead>
<tr>
<th>Funding Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.80.8100-54500 Parks &amp; Recreation Contracted Services (NRPA Grant Funding)</td>
<td>$40,000</td>
</tr>
<tr>
<td>100.80.8100-54500 Recreation &amp; Parks - Contracted Services</td>
<td>$395,000</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT BUDGET:** $435,000
Mini-Pitch and Basketball Area Diagram
To: Mayor and City Council
From: City Manager
Meeting Date: October 12, 2021
Subject: TELECOMMUNICATIONS SERVICES VOICE OVER IP AWARD CONTRACT

Recommendation:

1. Approve the Terms of Service with LogMeIn, Inc. (LogMeIn) for telecommunications services for a three-year term, with the option to renew for additional one-year terms, at the discretion of the City Manager, in an amount not-to-exceed $118,120 (contract amount + initial cost), for cloud hosted Voice Over Internet Protocol (VOIP) phone system and telecommunication services.

Fiscal Impact:

The fiscal year (FY) 2021-22 General Fund Budget includes $130,000 for the provision of telephone landline monthly service charges (G/L Account No. 100.90.9003-54300). The LogMeIn, Inc. telecommunications system and services will cost an initial one-time licensing and setup fee of $14,947, and $2,866 per month recurring ($34,392 per year) for a three-year term, with the option to renew for additional one-year terms. The first year annual cost is $37,875 which includes the initial one-time cost of $14,947 and eight (8) months of billing to begin on November 11, 2021. The total three (3) year cost savings is $271,877 as detailed in Table 2. No additional appropriations are required.

Background:

The City of Pico Rivera (City) has been operating using a Cisco Voiceover IP on premise system with Frontier phone service. The current system used is an old on premise system with hardware and software outdated by current standards. The phone system has experienced technical difficulties and redundancies for some time. On April 24, 2021, staff contracted with telecommunications consultant Infinity Technologies to conduct an in-depth assessment of the City’s current phone system performance and overall costs, as well as recommendations on a new telecommunications platform that would better serve City operations and provide residents with exceptional customer service.

The in-depth assessment examined all areas of the current telecommunications system, including the City’s operational telecommunications needs, technical infrastructure,
internet service providers, a comprehensive audit of the phone circuit, and analysis of Information Technology risk assessment.

Very early in the assessment, it was recommended to the City that the citywide telecommunications system be replaced, as it posed a likely risk of having a disruption in service at any time, with no redundancy in place. The assessment report, which will include a comprehensive list of recommendations, is currently being finalized and will be presented to City Council in late October.

**Discussion:**

*Request for Proposals Process*

The City posted the RFP on the City’s website and on the California State Municipal Finance Officers (CSMFO) website to solicit bids. The City received four proposals for telecommunications systems and services, which was followed by an extensive review process. The proposals were evaluated based on, but not limited to the following:

1. Qualifications of the Firm and Experience
2. Project Manager and Staffing Experience and Project
3. Cost
4. Statement of Understanding and Work Plan
5. References
6. Ability to Follow Instructions

A timeline of events for the Citywide Telecommunications System RFP is listed below:

<table>
<thead>
<tr>
<th>ACTION</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability of Request for Proposal</td>
<td>6/24/21</td>
</tr>
<tr>
<td>Site Walk Through</td>
<td>7/6/21</td>
</tr>
<tr>
<td>Last Day to Submit Questions</td>
<td>7/8/21</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>7/13/21</td>
</tr>
<tr>
<td>Staff Review of Proposals</td>
<td>7/14-7/28/21</td>
</tr>
<tr>
<td>Interview(s) with Top Ranked Proposer(s) &amp; City Negotiations</td>
<td>8/12/21</td>
</tr>
<tr>
<td>Consultant Selection</td>
<td>8/19/21</td>
</tr>
<tr>
<td>City Council Award (If applicable)</td>
<td>9/14/21</td>
</tr>
<tr>
<td>Notice To Proceed</td>
<td>9/15/21</td>
</tr>
</tbody>
</table>

A total of four proposals were submitted by telecommunications firms representing telecommunications service providers. The review team included City staff, including the Director of Administrative Services, Information Technology, a Technician, and five (5)
employees from various departments who frequently utilize the City’s phone system. The proposals were thoroughly evaluated and scored based on the criteria listed above. Table 1 shows the rating rankings for each service provider.

Table 1. Proposal Rating Ranking Sheet

<table>
<thead>
<tr>
<th>Rating Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>LogMeIn</td>
</tr>
<tr>
<td>DTC</td>
</tr>
<tr>
<td>GRANITE</td>
</tr>
<tr>
<td>KEATING</td>
</tr>
</tbody>
</table>

Once all proposals were evaluated, two (2) service providers were invited to be interviewed and provide a demonstration of their product. The review team also served as the interview panel, and had the opportunity to ask questions related to the hardware, software and security features. Each finalist was given approximately one hour to present their platform, provide a demonstration of their phone system, and answer any questions pertaining to their proposal.

After the in-depth evaluation of the platforms and evaluation of the proposals, City staff came to a recommendation for the best telecommunications platform for our City’s needs.

**Proposed Phone System Platform**

After a comprehensive and competitive RFP evaluation process, staff is recommending LogMeIn as the City’s next telecommunications service provider which delivers the GoToConnect telecommunications system solution. LogMeIn is a telecommunications provider with over 17-years of experience and is used by many municipalities and school districts locally and across the nation. LogMeIn provides modern technology, regularly updated features, customer support 24 hours a day, 7 days a week, and offers a variety of services that can be added-on or accessed in an emergency, if needed. Reference checks were also conducted and staff confirmed the firm’s qualifications and quality services in the industry. LogMeIn will also provide four months of complimentary service and includes GoToMeetings services of over 100 features and softphones for all employees along with Engineer configuration and installation with on-site and end-user trainings.

LogMeIn will provide the City with a multitude of features that will optimize community engagement and services. Some features include personal and group mailboxes, ability to forward/transcribe voicemails to emails, emergency 911 dialing if internet service goes offline, and several layers of security comprising of physical, network, host, data, application business process and enterprise organization.

The soft phone capabilities via cellphone allows City staff to assist customers remotely with unparalleled redundancy and reliability. LogMeIn phone system is entirely cloud-
based and hosted online, which has been the industry standard method of operation for over a decade. With databases worldwide (Los Angeles, New York, Dallas, Chicago and the United Kingdom), this redundancy creates resiliency against natural and manmade disasters.

**Proposed Phone System Cost Savings**
The City currently pays approximately $11,000 per month ($130,000 per year) for its current outdated phone system. Comparatively, the City will save approximately $80,661 in FY 2021-22, net of $14,947 in one-time setup costs, and $95,608 for the subsequent two (2) fiscal years. This savings is expected to aggregate to $271,877 over the initial three-year commitment as shown in Table 2.

<table>
<thead>
<tr>
<th>Telecommunications Service</th>
<th>FY 2021-22 Annual Cost</th>
<th>FY 2021-22 One-time Cost</th>
<th>FY 2022-23 Year 1</th>
<th>FY 2022-23 Year 2</th>
<th>FY 2022-23 Year 3</th>
<th>FY 2023-24 Year 1</th>
<th>FY 2023-24 Year 2</th>
<th>FY 2023-24 Year 3</th>
<th>Total 3-Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Provider (Frontier)</td>
<td>$130,000</td>
<td>$ -</td>
<td>$130,000</td>
<td>$130,000</td>
<td>$130,000</td>
<td>$390,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Provider (LogMeIn)</td>
<td>$34,392</td>
<td>$14,947</td>
<td>$49,339</td>
<td>$34,392</td>
<td>$34,392</td>
<td>$118,123</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Savings</td>
<td>$95,608</td>
<td>($14,947)</td>
<td>$80,661</td>
<td>$95,608</td>
<td>$95,608</td>
<td>$271,877</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The anticipated savings listed above could be used to fund innovative programs, initiatives and service delivery methods that focus on delivering services more effectively, equitably, and efficiently to residents. This could promote innovation through the effective use of technology and increase the responsiveness to the community. Staff will bring back a formal recommendation for how these savings could be used later this fall, once the results of the Information Technology Assessment is presented to City Council.

**Conclusion:**

Staff recommends that City Council approve the Terms of Service with LogMeIn for telecommunications services for a three-year term, with the option to renew for additional one-year terms, at the discretion of the City Manager, in an amount of $37,874 for the first year ($14,947 initial cost and $2,866 for eight months of service) and $34,392 per year thereafter and authorize the City Manager to execute the agreement.

Steve Carmona

SC:AG:DS:ep

Enclosures: 1) Agreement
            2) Request for Proposals (RFP) for Telecommunication Services
            3) Request for Proposals (RFP) Evaluation Ratings
AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
LOGMEIN COMMUNICATIONS, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and LOGMEIN COMMUNICATIONS, INC., (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide Telecommunications Services for Voice Over Internet Protocol (VOIP) phone system.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s July 13, 2021 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s July 13, 2021 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: November 11, 2021

3.4 “Expiration Date”: November 11, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of $118,120 One Hundred Eighteen Thousand One Hundred Twenty ($118,120.00) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all
times comply with such laws, ordinances, codes and regulations. Without limiting the
generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be
qualified and registered to do business in the State of California pursuant to sections
2105 and 17708.02 of the California Corporations Code. The City, its officers and
employees shall not be liable at law or in equity occasioned by failure of Consultant to
comply with this Section.

9. **CONFLICT OF INTEREST**

   Consultant covenants that it presently has no interest and shall not acquire any
interest, direct or indirect, which may be affected by the services to be performed by
Consultant under this Agreement, or which would conflict in any manner with the
performance of its services hereunder. During the term of this Agreement, Consultant
shall not perform any work for another person or entity for whom Consultant was not
working at the Commencement Date if both: (i) such work would require Consultant to
abstain from a decision under this Agreement pursuant to a conflict of interest statute; and
(ii) City has not consented in writing prior to Consultant's performance of such work.

10. **PERSONNEL**

   Consultant represents that it has, or will secure at its own expense, all personnel
required to perform the services identified in the Scope of Services. All such services shall
be performed by Consultant or under its supervision, and all personnel engaged in the
work shall be qualified to perform such services. Consultant reserves the right to
determine the assignment of its own employees to the performance of Consultant’s
services under this Agreement, but City reserves the right, for good cause, to require
Consultant to exclude any employee from performing services on City’s premises. The
Parties will mutually agree on Consultant’s project administrator as the implementation
plan is developed and such project administrator shall have direct responsibility for
management of Consultant’s performance under this Agreement. City shall be notified
in writing by Consultant within five (5) calendar days of any personnel changes affecting
the designation of the mutually agreed upon project administrator.

11. **OWNERSHIP OF WRITTEN PRODUCTS**

   All reports, documents or other written material ("written products") developed by
Consultant specifically for City pursuant to written agreement between the Parties in
Consultant’s performance of this Agreement shall be and remain the property of City
without restriction or limitation upon its use or dissemination by City. Consultant may take
and retain copies of such written products as desired, but no such written products shall
be the subject of a copyright application by Consultant. If any state, federal, or local law
requires mandatory copyright protection for Consultant’s work product, City shall comply
with such laws to the extent feasible.
12. **INDEPENDENT CONSULTANT**

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. **INDEMNIFICATION**

15.1 . [Reserved]

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses (including reasonable attorneys’ fees) finally awarded by a court of competent jurisdiction, arising from any third-party claim brought against City alleging that the services infringed or misappropriated any registered copyright, registered trademark, patent, or other
intellectual property right of any third party during the term of this Agreement. If City’s use of the services is, or in Consultant’s reasonable opinion is likely to become enjoined or materially diminished as a result of an infringement proceeding, then Consultant may either, at its sole option: (1) procure City’s continuing right to use the services; (2) replace or modify the services in a functionally equivalent manner so that they no longer infringe; or (3) terminate the license with respect to the services subject to the infringement claim (in which case Consultant shall refund the pro-rata pre-paid fees paid by City for the services as soon as commercially practical and City shall pay any fees that may be been owed to Consultant prior to termination, if any). Consultant will have no obligation under this Section for any infringement if the claim arises from: (a) the combination of use of the services with other products, services, or intellectual property and such infringement would have been avoided but for such combination use; (b) designs, requirements, modifications, configurations or specifications for the services required by or provided by City, if the alleged infringement would not have occurred but for such designs, requirements, configurations or specifications; (c) data provided by City to Consultant, a third-party application, or City’s use of the services in violation of this Agreement; or (d) City’s failure to use sustainable modified or replacement services provided by Consultant to avoid infringement or the latest release of the services made available by Consultant free or charge or to comply with reasonable instructions provided by Consultant. This Section states Consultant’s sole and exclusive liability, and City’s sole and exclusive remedy, for the actual or alleged infringement of any third-party intellectual property rights.

Consultant shall not be obligated to indemnify City under this Section unless City: (i) promptly notifies Consultant of any claim that has resulted in or is reasonably anticipated to result in damages and cooperates with Consultant in defending the claim (provided that any failure or delay in providing notice shall not relieve Consultant’s obligation to indemnify unless such failure or delay materially prejudices Consultant’s ability to defend the claim); (ii) reasonably cooperates, at Consultant’s expense, in the defense or settlement of the claim; (iii) provides Consultant will full control and authority over the defense, including selection and retention of counsel, and settlement of the claim; provided only where such control of defense and settlement is made after Consultant has accepted full tender of defense and indemnity subject to the terms of this Agreement; except that: (x) any settlement requiring City to admit liability requires prior written consent from City, not to be unreasonably withheld or delayed, and (y) City may join in the defense with its own counsel at its expense. City shall provide Consultant’s counsel with such information as it has regarding the claim (including copies of any summons, complaint or other pleading and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and shall otherwise cooperate with and assist Consultant party with defending the claim.

15.3 [Reserved]

15.4 [Reserved]
15.5 Consultant agrees to be fully liable for the acts and omissions of its subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement to the same extent Consultant would be liable if performing the services directly under the terms of this Agreement.

15.6 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15.8 **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF INCOME, (ii) LOSS OF OPPORTUNITY, OR (iii) LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.
EXCEPT FOR DAMAGES ARISING FROM CITY’S GROSLY NEGLIGENT OR WILLFUL MISUSE OF THE SERVICES IN VIOLATION OF APPLICABLE LAWS OR REGULATIONS OR CONSULTANT’S INDEMNIFICATION OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THREE TIMES (3x) THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT CITY’S OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Commercial general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain appropriate insurance coverage based on the nature of the activities being provided
under this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may, upon no less than ten (10) days’ advance notice, terminate this Agreement.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 The general liability and automobile policies of insurance provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. All

16.10 [Reserved]

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability as set forth in Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full 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 request, with reasonable time, access and examine such records, without charge, during normal business hours. In the event that, after review of such records, City reasonably requests a further audit of Consultant’s records, the Parties shall mutually agree on the scope, timing, duration, and reimbursable expenses (if any) of such engagement.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

**If to City:**
Steve Carmona, City Manager City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

With a courtesy copy to:

**If to Consultant:**
LogMeIn Legal Department
LogMeIn Communications, Inc.
333 Summer Street
Boston, MA 02210
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on thirty (30) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered (in the case of professional services), as determined by City in its reasonable discretion, prior to the effective date of termination. Further, City understands and agrees that in the event of such a termination for convenience, City shall not be entitled to receive any refund for VoIP services and any fees City may have paid to Consultant in advance are nonrefundable. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

23. **ASSIGNMENT**

Consultant shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, which shall not be unreasonably withheld, except that Consultant may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party’s successors or assigns.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental
handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or
circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

[SIGNATURES ON THE NEXT PAGE]
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY” 
CITY OF PICO RIVERA

“CONSULTANT” 
LogMeIn Communications, Inc.

Raul Elias, Mayor 
Dated: ____________________________

Robert L. Johnson, Account Manager
Dated: ____________________________

ATTEST: 

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk
Arnold M. Alvarez-Glasman, City Attorney
Letter of Transmittal
July 13, 2021

Dear City of Pico Rivera

LogMeIn is pleased to present the GoToConnect, powered by Jive, Hosted Cloud Solution. LogMeIn is a leader in UCaaS, G2 just rated GoToConnect as the #1 UCaaS solution.

GoToConnect’s hosted Voice solution has been purpose-built to replace existing legacy systems with powerful, feature-rich unified communications that are cost effective, easy to manage, and reliable. GoToConnect is a global leader in the Unified Communication Collaboration space. GoToConnect is now part of UCASS trailblazer LogMeIn! Our solution provides an excellent level of functionality for today, as well as tomorrow. GoToConnect has 170 developers, are constantly enhancing the homegrown platform.

A GLOBAL, UNIFIED SOLUTION, INDIVIDUALIZED TO SITE-SPECIFIC NEEDS
The majority of our public sector customers have multiple, geographically dispersed locations with multiple, disparate communications systems in place to support all system users. Not only is this type of configuration difficult to manage and expensive to maintain, it also creates a dramatic technology gap. System fragmentation unnecessarily complicates life for employees daily, as well as for IT staff who are responsible for troubleshooting and supporting issues across all the different systems.

With GoToConnect, our customers immediately eliminate these technology gaps between users and locations. GoToConnect is set up for centralized management, billing, and analytics, resulting in consistent, tightly integrated experience for both customers and employees. At the same time, GoToConnect empowers each site to individualize the solution to meet their needs. From a simple,
browser-based interface an individual school or government office can quickly and easily create and manage dial plans, auto attendants, messages, and other features to their specific needs.

SIMPLIFIED, ONE-WINDOW SYSTEM MANAGEMENT
Telephone system management, including regular moves, adds, and changes (MAC work) has long been difficult and resource-intensive for every organization. In-house personnel, certified manufacturer technicians, or telephone company resources must be dedicated to performing even the simplest tasks - from setting up a new employee, to reconfiguring a dial plan, or changing an auto attendant greeting.

With GoToConnect the entire system is managed from a simple, browser-based window. Authorized customer administrators can easily login to the GoToConnect Web administrator portal and customize every aspect of the solution using simple, drag and drop functionality and intuitive wizard guides. Even novice users can, with as little as one hour’s training, manage complex dial plans, add and edit users, devices, or extensions, and access reports and analytics on their own and without any assistance from their internal IT resources.

SYSTEM RELIABILITY AND POWERFUL SURVIVABILITY OPTIONS
Every level of our Cloud is engineered for redundancy and provides high availability and fault tolerance, achieving industry-leading uptime and reliability. At a basic level, our collocation facilities are best-in-breed and offer extremely high resilience to and redundancy against natural and man-made disasters. Within the Cloud, redundant equipment and network paths are maintained and deliver a highly available computing environment. Redundancy is even greater within this computing environment, as virtualization and true Cloud architecture provide complete software- and process-level redundancy.

Our Cloud offering operates from several dispersed, worldwide datacenter locations. LogMeIn chooses datacenter facilities that are essential to the markets we serve, enabling us to provide highly available service and resilient network access to any geographic market. LogMeIn’s global datacenter footprint includes tier one centers in: Los Angeles, CA, New York, NY, Dallas, TX, Chicago, IL, and the United Kingdom.

This distributed (not centrally hosted) model brings the following key advantages:

- **Scalability.** Every deployed instance of our Cloud offering is fully able to independently handle all system functions, including call routing, device registration, online configuration, etc.

- **Load Balancing.** Calls are routed from service to service based on a combination of system health and geographical distance. When a customer call is initiated, it is routed dynamically to the datacenter where call management can best be accommodated (e.g., most quickly, best quality, closest proximity, etc.) and where the service instance with the most capacity is located.

- **Redundancy.** Because multiple instances of a service are always available, the system is highly resilient to single service failures as well as full datacenter outages.

All of our selected datacenters have successfully completed AT-101 SOC II security audits. These audits stringently evaluate datacenter management, security, and controls over infrastructure and information, as well as the people, procedures, and systems which operate and support them.

In addition, the Business Continuity (JBC) product provides an extra layer of protection from public
internet or WAN outages. Reinforcing the stability of the Jive Cloud platform, JBC delivers uninterrupted extension dialing, intercom access, prioritized 911 calls, and local survivability.

- Automate system failover and fallback. With JBC, you might not notice your next internet outage. JBC automatically kicks your system into failover mode and monitors the system until it can be fully restored.

- Preserve extension and outbound dialing. JBC allows you to make outbound calls and dial internally so you can reach clients, family, employees, and emergency services. You can also receive prioritized inbound 911 calls.

- Prioritize your outbound emergency calls. In failover mode, your emergency calls should still take priority. That’s why, during an outage, calls to 911 will take an open line or bump an active call to connect you with emergency services.

The JBC is unique among hosted providers. It offers our customers the reliability of a premises-based solutions, while allowing them to access the power of a fully hosted solution.

**Simplified, All-Inclusive Pricing Model**

GoToConnect’s simple, per-seat pricing model delivers all-inclusive monthly service costs. With GoToConnect, there are no hidden fees, no additional charges for features, and no per-minute costs for all local and domestic long distance dialing. GoToConnect also offers 24/7 full solution support for every customer at no additional cost and without requiring an additional service contract.

In addition, GoToConnect is completely responsible for all software maintenance and updates. We manage and maintain all infrastructure, software, and hardware involved in the solution and ensure everything is kept up-to-date. Our customers never pay for a user license or feature upgrade. Our service delivery platform is engineered in such a way that updates and maintenance do not require scheduled downtime but are instead rolled out across the platform during periods of low utilization.

We acknowledge we have received your terms and conditions. Upon award, LogMeIn reserves the right to negotiate in good faith the specific contractual terms relating to the proposed engagement. LogMeIn proposes to provide the services described in this proposal under terms materially consistent with its standard Terms of Service (see [https://secure.logmein.com/home/en/policies/terms-and-conditions](https://secure.logmein.com/home/en/policies/terms-and-conditions)), subject to such modifications as may be agreed by the parties to incorporate terms and conditions of the RFP request.

**Consultant:**
LogMeIn USA, Inc.
320 Summer Street
Boston, MA 02210
866-372-5429

**Contact:**
Rob Johnson
2570 W Pleasant Grove Blvd
Lindon, UT 84042
The proposal shall remain valid for a period of not less than 120 calendar days from the submission deadline date.

LogMeIn declares that the only person, persons, company or parties interested in the proposal as principals, are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has full authority to bind the principal proposer.

Sincerely,

Rob Johnson

Rob Johnson
LogMeIn USA, Inc.  
Response for  
Request for Proposal for  
Telecommunications Services

Proposed to:  
City of Pico Rivera  
Attn: Angelina Garcia  
Department of Administrative Services  
6615 Passons Boulevard  
Pico Rivera, CA 90660

Proposed on: 13 July 2021

Primary Contact:  
Rob Johnson  
Senior Account Manager, LogMeIn  
Rob.johnson@logmein.com  
626-513-0105  
www.logmeininc.com
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Chapter 1 – Profile and Qualifications of Proposing Firm

LogMeIn, Inc. is the world’s top 10 SaaS company, supporting two million daily users, 200 million customer engagements and five billion voice minutes per year, we have not only capitalized on but helped invent the modern way of working – flexible, dispersed, mobile, efficient and productive. We currently are a private corporation that was founded in 2003 in the State of Delaware.

Over the last 17 years, LogMeIn has built one of the largest Online Meeting Solutions businesses in the world, enabling over 29 million participants to meet and collaborate with each other every month. Our platform today powers web meetings and online collaboration in virtually every country around the world. And we are arguably the most recognized brand in Web Conferencing – according to market research. Within those 17 years we have worked with clients across all sectors including education, government and commercial.

While we still fundamentally believe that meetings will continue to be essential to the future of work and will only become more important in the coming years, we also believe that a major driver of our growth strategy over the next three years will center on expanding our addressable market from the roughly $7B web meeting, conferencing and events markets to the ~$25B Unified Communications and Collaboration space. Our 2018 acquisition of Jive, now known as GoToConnect, gives us tremendous leverage to expand our footprint by marketing a wider portfolio of communications and collaboration solutions to SMB and large enterprises.

The 2018 acquisition was driven by our belief that businesses don’t just want an amazing, friction-free, standalone meeting and collaboration solution. Our customers today demand a single, trusted partner that can help them with a full range of communications and collaboration solutions under one roof and on one bill – whether it is audio/video conferencing, screensharing, file sharing, unified messaging, workflow collaboration and business voice.

Further we believe that we specialize in simplifying user experiences by removing complexity and allowing our users to get the job done. There is still a lot of friction in unified communication workflows that needs to be eradicated so work can be fluid and seamless. We intend to bring Bots, AI, and automation to offload a lot of the mundane tasks with meetings and calls, such as note taking, action items, follow-ups, summaries that allow people to be better at what they do. To summarize, the three foundational pillars to our UCC Strategy are to Build on a best-in-class in-meeting experience, to Integrate GoTo and Jive for the industry’s most powerful UCC solution – all under one roof and to bring AI assisted delight to the way our customers work and communicate.

To summarize, the three foundational pillars to our UCC Strategy are to Build on a best-in-class in-meeting experience, to Integrate GoTo and Jive for the industry’s most powerful UCC solution – all under one roof and to bring AI assisted delight to the way our customers work and communicate.

DIFFERENTIATORS
LogMeIn’s products are trusted by professionals and leveraged by small to medium-sized businesses the world over. Our solutions provide increased customer insights, simpler internal and external collaboration, and a more empowered workforce. Our workforce spans eight countries on four continents, allowing us to hire and retain world-class talent wherever it may be.
LogMeIn's broad portfolio showcases our unique market position, blending the expertise that comes with being an established market leader with a commitment to investing in cutting-edge emerging technologies. Among these offerings are GoToMeeting, named Best Collaboration Solution for the second year in a row by the Software & Information Industry Association (SIIA) at the 2017 CODiE Awards for business technology, and recently acquired artificial intelligence and chatbot provider Nanorep. LogMeIn's Jive and GoToStage won Stevie Awards for New Product or Service of the Year from the 2018 American Business Awards. Jive Communications, acquired by LogMeIn earlier this year, was awarded a Gold Stevie in the New Product or Service of the Year, Software, Cloud Infrastructure category, while GoToStage, a new on-demand video platform, was named the winner of a Bronze Stevie Award in the New Product or Service of the Year, Software, Corporate Learning and Workforce Development Solution category at the 16th Annual American Business Awards.
Chapter 2 – Work Plan

LogMeIn uses proven best practices and a proven approach to manage the implementation of all new GoToConnect Voice and UC solutions. Applied across the following phases of the implementation life cycle, our approach delivers consistent, high-quality results that minimize pain points and maximize the impact of the GoToConnect solution across your entire organization.

Implementation Team
LogMeIn resources will be assigned at the time of contract acceptance to ensure that they will have sufficient time to dedicate to your project.

Initiating
LogMeIn Project Managers (PMs) review expectations and gather customer information required for system configuration and number porting. A detailed statement of work, project plan (with schedule), and preliminary order paperwork are prepared and presented to the customer for review and approval. GoToConnect engineers assess the current communications environment and identify system needs. They prepare a detailed assessment report and network diagram(s) outlining recommended network configuration.

Planning
LogMeIn PMs prepare system configuration documentation to guide the building of the new GoToConnect solution. They establish a communications plan with regular status meetings between the customer and members of the implementation team.

Executing
Our engineers custom-configure the GoToConnect solution, building dial plans and other features according to customer-provided specifications and preferences. Fulfillment specialists order equipment and monitor the number porting process. Regular status calls ensure the transition process stays on-track with established milestones and timelines.

Testing
Quality assurance specialists test every feature to ensure it is operating correctly and in accordance with customer specifications. All hardware - including handsets, routers, and other equipment - arrives on the customer location pre-provisioned and ready for immediate plug-and-play. PMs and engineers work with the customer to test and verify all system features and functions. Dedicated project system trainers provide administrator and end user training to familiarize the customer with the GoToConnect solution.

Project Completion
Numbers port from the losing carrier to GoToConnect’s solution. All system features and hardware endpoints are activated and call processing (inward and outward) is initiated. Immediately following, a dedicated LogMeIn Service Account Manager (SAM) is available to support the system and maximize the impact of the Jive solution.
Warranty, Service and Support

Our Customer Experience brings together the expertise of the GoToConnect Service Account Management, Technical Support, and Customer Service teams to deliver world-class service and support. All GoToConnect Customer Experience teams are Americas-based and available 24/7, through multiple channels, including toll free telephone, email, online, and chat. All access is unlimited, and no additional contracts or fees are required.

Service Level Agreement (SLA)
GoToConnect’s Service Level Agreement (SLA) describes the specific service level agreements and conditions for GoToConnect Cloud Voice and Unified Communications (UC). The SLA also specifies the measures to be taken in case of deviation or failure to meet the asserted service guarantees. LogMeIn guarantees Cloud Voice and UC will maintain four 9’s (99.99%) in any given calendar year. The SLA can be furnished upon request.

Service Account Management
Our Service Account Managers (SAMs) provide every customer with a dedicated, personal point of contact for a minimum of 90 days following deployment of your GoToConnect solution. Most commonly, our SAMs work one-on-one with customers to fine tune their GoToConnect solution to best meet their needs.

When you reach out to your SAM, you are immediately connected with someone who understands where you’re coming from and has the resources necessary to help you.

In addition, our SAMs function as your intermediator across all GoToConnect departments. If you have network issues, or require specialized network attention, your dedicated SAM will work with you and GoToConnect Engineering to resolve your issues and ensure you are getting the most from your GoToConnect solution.

Even if you do not reach out directly to your SAM for additional assistance, a SAM will reach out to touch base with you. This best practice has been especially helpful for customers who may not have any visible issues with the system, but who could be more fully utilizing it.

Technical Support / Customer Service
With GoToConnect, our Technical Support (TS) and Customer Service (CS) teams are fully integrated. Your call, email or chat is immediately answered by a TS/CS team member trained to evaluate your issue, assist you personally with resolving it, or connect you directly with the team member best able to assist you.

The majority of system issues can be quickly resolved by GoToConnect Customer Service Representatives (CSRs). All CSRs complete training certification in the GoToConnect solution prior to answering customer calls, emails, or chats. Additionally, our Technical Support Representatives (TSRs) are trained and certified in the GoToConnect system.

Monitoring and Maintenance
GoToConnect’s solution is consistently managed and maintained to ensure everything is kept up-to-date. Our Cloud is engineered in such a way that updates and maintenance do not require scheduled
downtime but are instead rolled out across the platform during periods of low utilization.

Internal to the Cloud platform, over 1,200 different parameters are constantly monitored to ensure they are functioning within acceptable limits. Any variance out of normal bounds triggers automatic alarming of NOC staff via multiple channels. Alarms are triggered well before an issue escalates to the point of causing service degradation, allowing for proactive issue resolution before clients are affected.

All of the hardware endpoints that are used for delivery of the hosted services are covered under warranty. In the case of the VoIP handsets, the hardware has a one-year manufacturer’s warranty, with extensions that can be purchased for up to four additional years. Warranties on any routers and switches sold vary by manufacturer and model but are never less than five years (and in some cases are lifetime). Our services manufacture warranties for products we sell. For the duration of the service, GoToConnect provides maintenance and support for the hardware endpoints we sell. All other maintenance and support services (regardless of warranty agreement) are available 24/7 at no additional charge.

If a handset fails within the warranty time window, LogMeIn will send an advance replacement handset to the customer, pre-programmed to replace the faulty device. Alternatively, some clients maintain a number of extra handsets—those can be programmed via GoToConnect’s online administrator portal controls to replace the faulty device at any given moment, minimizing any downtime. If the handset is outside of warranty, a replacement can be purchased from LogMeIn, programmed, and sent to the customer site (next-day shipping is available).

All pricing and costs have been provided with our pricing outlined further in our response.
Chapter 3 – Proposed Innovations

System Reliability and Availability:

**Required Features**

- **Proposed system shall include backup, failover, and disaster recovery capabilities to ensure system functionality.**

  From the host side:
  Every level of Jive Cloud is engineered for redundancy and provides high availability and fault tolerance, achieving industry-leading uptime and reliability. At a basic level, LogMeIn’s collocation facilities are best-in-breed and offer extremely high resilience to and redundancy against natural and man-made disasters. Within Jive Cloud, redundant equipment and network paths are maintained and deliver a highly available computing environment. Redundancy is even greater within this computing environment, as virtualization and true Cloud architecture provide complete software- and process-level redundancy.

  All core call-processing intelligence is clustered and housed in geographically separated, fault tolerant co-location facilities with automatic failure-over. This allows us to guarantee an uptime of 99.99% in any calendar year.

  The system also detects if a specific location is down and automatically re-routes calls/messages to a pre-determined location. For example, a call may be forwarded to a cell or home phone, emailed as a voice message, or a variety of other customizable scenarios. With GoToConnect, no matter the severity of a local situation, your communications are safe, redundant, and accessible via multiple devices.

  From the client side:
  GoToConnect’s solution is well-equipped to deal with your Business Continuity and Disaster Recovery (BCDR). In the event that a major disaster closes a customer site, GoToConnect’s Standalone VoIP solution provides a number of advantages over traditional analog telephone service.

  First, our Standalone VoIP handsets are configured such that they will work from virtually any high-speed Broadband Internet connection. This means that staff can take their handsets to another site (such as another office location, or even to their home), plug them into the Internet, and be up and running exactly as if they were at the office—with the same access to voicemail, extension dialing, transferring, and all other features.

  Second, if the magnitude of the disaster is such that handsets are inaccessible, replacement handsets can be ordered from LogMeIn. These handsets will be pre-programmed for plug-and-play installation, and can be shipped overnight for next-day delivery.

  *Finally, in response to an adverse event, incoming calls can be rerouted to other locations, or even to a group of cellular phones.*

  The Support SLA response time for GoToConnect’s services is noted below:
  Priority 1 - Total loss of service. Voice quality deemed unusable. (Response time occurs within 2-
Priority 2 - Degraded service performance. Isolated call incidents. Impaired feature functionality. (Response time occurs within 5-10 minutes.)

Priority 3 - Service change requests. Issues impact a single phone/user. (Standard response times are 15 minutes for initial response, with Best Endeavor Resolution within 2 hours.)

- **Proposed system shall include crash reporting for both the web-based client and the mobile integration solution.**
  GoToConnect technical support services are available as needed for troubleshooting issues with the client/mobile app.

- **Proposed system shall include 24/7 support and maintenance.**
  LogMeIn Customer Experience brings together the expertise of the LogMeIn Service Account Management, Technical Support, and Customer Service teams to deliver world-class, personalized service and support. All LogMeIn Customer Experience teams are Americas-based and available 24/7, through multiple channels, including toll free telephone and email. All access is unlimited and included in your monthly service fees. No additional contracts are required, or fees apply.

**Basic Features and Functionality:**

**Required Features**

- **Proposed system shall fulfill a complete replacement of existing phone and communication infrastructure with interconnectivity to all facilities.**
  LogMeIn is proposing a complete, turnkey solution to replace existing phone and communication infrastructure with interconnectivity between all sites. This includes installation, maintenance, training, and all aspects of a Hosted VoIP system, such as unlimited auto attendants, voicemail boxes, call configuration, and online administration. Such features are a standard part of GoToConnect.

Proposed system shall include adaptability to expand to additional facilities.

LogMeIn's Hosted VoIP platform, Jive Cloud, was designed as a true Cloud-based architecture. Jive Cloud was built to scale gracefully to hundreds of thousands of users on a single virtual cluster. LogMeIn’s services are particularly scalable from the standpoint of adding services to an existing account. Individual capacity can be added as needed to accommodate growth, including both new handsets and additional Broadband Internet. LogMeIn also has many of the largest purely Hosted VoIP installations ever deployed.

Adding services to your account is accomplished without any downtime. Because of the hosted delivery model, services can be remotely provisioned and activated on the Customer account in a way that is completely unobtrusive to existing users, and that causes zero service disruption. In most cases, new endpoints are programmed by LogMeIn and sent to the Customer, where they merely need to be connected to the LAN and WAN.

Jive Cloud, the platform over which the hosted services are delivered, scales linearly to accommodate subscriber growth. LogMeIn delivers our solutions using a true Cloud-based architecture, which allows for rapid deployment of additional resources as required.
• **Proposal system shall include adaptability to expand to additional facilities.**
  This is fully supported with our proposed solution, GoToConnect.

• **Proposal system shall be a hosted VoIP solution.**
  GoToConnect is a hosted VoIP solution.

• **Proposal system shall have a single reach number (voice, fax, SMS) for each desktop phone.**
  This is supported. A user’s DID (phone number) can be used for voice, fax, and SMS/MMS.

• **Proposal system shall have the ability to manage the system online through a secure cloud portal.**
  GoToConnect’s administrator portal is browser-based and offers easy, intuitive access and control over all system features and functions. These password-protected controls are available online and can be used anywhere the administrator has Internet access. Administrators can view, configure, and modify all system user information, devices, lines/extensions, and services. Within the portal, administrators use drag-and-drop functionality and wizard tools to quickly and easily create user groups, manage policies and permissions, modify dial plans and schedules, and upload prompts and hold music, and much more. User administrators have virtually the same level of account access as LogMeIn support engineers. Customers therefore have the ability to self-serve in almost every aspect of the hosted services. The administrator portal is an integrated part of the GoToConnect, included at no additional cost.

• **Proposal system shall be a Cloud based system. Proposal system shall include mobile phone integration.**
  LogMeIn hosted services are run on Jive Cloud, a proprietary, cloud-based platform. LogMeIn supports a softphone (GoToConnect, which can run either in a browser window or on the desktop (Mac or PC)) which provides the same basic features as a desktop hard phone PLUS web and video conferencing, screen sharing, and more. A smartphone app is also available for both the iPhone and Android, providing softphone capability on mobile devices. These apps allow a wide range of desktop features to be enjoyed on a mobile device, including 10-party conference calls, video calls, transfer, hold, and more.

• **Proposal system shall have a soft phone app that will work on a mobile phone. Proposal system shall work on Windows, Mac, iOS, and Android platforms.**
  See the response above. LogMeIn’s softphone can be run on a MAC, PC, iOS and Android devices.

• **Proposal system shall be easily configured and installed with minimal disruption to existing phone call capabilities.**
  LogMeIn has read, understood, and will comply with this requirement.

• **Proposal system shall have limitless available lines for distribution.**
  GoToConnect supports 3, 4, 5, or 6-digit extension dialing across all system endpoints regardless of geographic location. Even if employees span many different locations (home offices, various campuses, or even international offices), employees can connect via extension no matter how far
away they are from each other. The number of extensions is limited only by the number of digits in the extension minus a few reserved extensions, such as 911. (For example, if a company uses 3-digit extensions, the maximum available number of extensions is 1,000 minus a few reserved extensions.

If this requirement is addressing the idea of concurrent call paths, that is limited by available bandwidth primarily. Each call requires 85-110 kbps.

- **Proposed system shall call flow to be completely customizable by City of Pico Rivera via online portal.**
  GoToConnect's award-winning Dial Plan Editor is the only tool in the industry that allows user administrators to map out call flows visually using a drag-and-drop canvas. Plan exactly where incoming calls will go with elements like wait times, auto attendants, voicemail boxes, sound clips, http notify nodes, ring groups, modify caller ID nodes, and more. Make dial plan changes in real time with endless configuration possibilities. Additionally, different call patterns can be set to accommodate variable work hours, after hours, or holiday hours.

- **Proposed system can send SMS/text from assigned single reach number.**
The GoToConnect unified client allows users to exchange SMS/MMS text messages using their business phone number. In addition, chat functionality (i.e. instant messaging) is built-in to the solution. Collaboration is accomplished through the meetings and chat functionality that is part of GoToConnect.

- **Proposed system should have an ability to use an on-premise gateway for internal call routing or 911 dialing if internet service goes offline.**
  Through the Jive Business Continuity (JBC) appliance, LogMeIn provides PSTN Failover as a feature associated with GoToConnect. It provides service continuity and survivability in the event of a local outage, ensuring calls can still be made if Jive Cloud is inaccessible to the phones. Jive JBC provides the following features:
  - Built in Jive Netview Appliance for voice network monitoring
  - SIP Proxy configuration for Internal Dialing during an outage
  - WAN failure (Detection, Failover and Fallback)
  - Emergency Analog Failover
  - Outbound Calls Analog Failover and Emergency (911) Priority
  - Logging and Monitoring
  - STP, SIP over TLS
  In addition, 2,4,6,or 8 analog lines (provided by the customer) can be used with the JBC for outbound and E911 calling in the event of WAN failure.

**Telephone Station Requirements:**

**Required Features**

- **Proposed system shall provide approximately 175 phones and required connections.**
  LogMeIn has read, understands, and complies with this requirement.

- **Proposed system shall provide 6 conference phones and required connections.**
LogMeIn has read, understands, and complies with this requirement.

- **Proposed system shall provide wireless extendable microphones. Proposed system shall be VoIP/SIP based.**
  LogMeIn has read, understands, and complies with this requirement. GoToConnect is a hosted VoIP solution. GoToConnect supports industry-standard Session Initiation Protocol (SIP) as defined in IETF RFC 3261. Supported SIP handset endpoints include hardware from enterprise vendors including Cisco, Polycom, Yealink, and many others.

- **Proposed system shall be (Power Over Ethernet) PoE Powered. Proposed system shall include long distance service.**
  Our tier one phones by Polycom, Cisco, and Yealink all support PoE. Upon bid award we will work with you to determine the phone model that is best suited to your needs. GoToConnect offers unlimited local and long distance calling at the standard seat price, without add-ons or service upgrades.

- **Proposed phone shall have 1(Gigabit Ethernet Pass-Through) GbE Pass Through.**
  LogMeIn has read, understands, and complies with this requirement.

- **Proposed phone shall be multiple line capable (up to 4 lines). Proposed phone shall be Bluetooth capable.**
  LogMeIn has read, understands, and complies with these requirements.

- **Proposed phone shall be headset compatible (standard 3.5mm).**
  LogMeIn has read, understands, and complies with this requirement.

**Optional Features**

- **Proposed phone can be video conferencing capable. Proposed phone can be cordless.**
  GoToConnect is compatible with several phones that are also capable of video conferencing. GoToConnect is compatible with several DECT phones.

**Conference Call Required Features:**

**Required Features**

- **Proposed system shall include multiple dedicated conference calling lines (up to 50 people on a single line) per phone.**
  **Audio Only:**
  Every GoToConnect user is provided with an unlimited number of complimentary dial-in audio conference bridges. Each bridge is accessible with either a 10-digit telephone number or an extension. GoToConnect conference bridges can host up to 25 simultaneous users. All call participants are notified when new members enter or exit the call. Calls can be initiated and participants added with or without reservations. Parties may continue after the originating party has hung up (if using a conference bridge, as opposed to three-way calling). There are two ways for callers to get into a conference room: 1. When a user calls in, you can transfer them to the conference room extension. 2. The caller can navigate to the conference room via your dial plan. When the caller reaches an auto attendant, they can dial the conference room extension.
**Video & Audio:**
With GoToConnect you combine the power and reliability of LogMeIn's cloud VoIP phone system with GoToMeeting's web, audio, and video conferencing into one simple, reliable, and flexible solution. GoToConnect conference rooms support up to 250 participants and 25 HD Video webcams. These conference rooms offer dial-in options as well as the option to have the meeting conveniently call you. Each user will have their own personal meeting room URL, the ability to schedule meetings, and record their meetings. All call participants are notified when new members enter or exit the call. Calls can be initiated and participants added with or without reservations.

**Optional Features**
- **Proposed system can include personal conference calling lines dedicated for each user.**
  This is supported; see response above.

**Voicemail Required Features:**

**Required Features**
- **Proposed system shall include personal mailboxes. Proposed system shall include group mailboxes.**
  All GoToConnect users can have one or more voicemail boxes, as the solution supports unlimited individual and group voicemail boxes.

- **Proposed system shall be able to forward voicemails to emails. Proposed system shall transcribe voicemails to emails.**
  With GoToConnect, users can designate an email address to which a copy of the voicemails should be sent. The voicemail messages are attached as a .wav, .wav49, or a mp3 file. The email contains call information such as caller ID, duration, etc. This is an extremely popular feature, as it allows end-users to listen to their voicemail anywhere they have email access. Turn on voicemail transcription for lines, ring groups, or shared voicemail boxes. Once enabled by an admin or super admin, users will see the voicemail transcription in their GoToConnect mobile app or in their email copy of the voicemail if **Email Notifications** is enabled.

**Automated Attendant Required Features:**

**Required Features**
- **Proposed system shall include day, night and holiday modes. Proposed system shall be compatible with a call center environment. Proposed system can include on-hold music and messaging.**
  Advanced time-of-day routing is supported with GoToConnect. Using a simple calendar-type interface, administrators are able to configure the solution to route calls based on the time of day. This scheduling solution allows unique scheduling for each day of the week, and provides maximum administrative flexibility. Administrators are also able to override the schedule, forcing the system to route calls based on either the open or closed schedule (often used for holidays, etc.).
  Our solution is compatible with a call center environment.
Administrators choose whether callers listen to a customized hold music playlist or an uploaded sound clip until the call is picked up again to support ability to include on-hold music and messaging.

- **Proposed system should have capability for prerecorded messages**
  GoToConnect provides users with the ability to create an unlimited number of greetings or messages. These greetings/messages can be used at any point in their dial plans (with or without an auto attendant). Messages can be played to all callers, only those reaching a specific department, or even to specific VIP callers based on their incoming number. Notifications and marketing messages can be recorded directly into the system through the GoToConnect administration portal or imported in just a few easy steps, and updated and changed in real time right from the desktop.

**System and Software Administration Required Features:**

**Required Features**
- **Proposed system shall include web-based client tool for directory lookup, phone call control and presence indication.**
  The GoToConnect softphone (web or desktop) is the tool that provides this functionality.

**Optional Features**
- **Proposed system can include third party software integration.**
  GoToConnect has integrations with a number of popular CRM programs (like Salesforce) and others. LogMeIn provides open standards-based APIs for deeper integration with client CRM, portal, or other web-based systems. No additional hardware is required for CTI integration with GoToConnect.
  Information on all APIs for GoToConnect can be found here: [https://goto-developer.logmeininc.com/](https://goto-developer.logmeininc.com/)

**Network Requirements:**
- **Proposed system shall be compatible with Spectrum and Frontier internet service.**
  GoToConnect has been designed to deploy OTT (over the top) of the customer’s existing network infrastructure and broadband internet connection. This can significantly save on costs - both OPEX and CAPEX - as it allows your new voice system to utilize equipment and connectivity already in place. Often, it requires only minimal configuration for your network. GoToConnect is agnostic as far as customer’s internet connection.

**System Monitoring and Diagnostics:**

**Required Features**
- **Proposed system shall include reporting tools such as analytics. Proposed solution should include call recording.**
  GoToConnect includes interactive reports accessible in real time within the GoToConnect administrator portal, many of which can be exported into a .csv file for data storage or manipulation. Reports may include the following data points:
  - Calls: total/mean/min/max by type, per day, by day of the week, by time of day, by state,
per number/extension; abandoned calls
  o Minutes: total/mean/min/max by type, per day, by day of the week, by time of day, by state, per call, per number/extension
  o Top Numbers / Extensions: total/mean/min/max by calls, by minutes
  o Queue: statistics, scores, calls, minutes

Call Reports can be accessed via the GoToConnect administration portal. Within call reports there are Visual Summary Graphs that provide a quick snapshot of the calling activity on your system. This helps to identify trends, campaign effectiveness, calling spikes, and staffing needs.

Three additional reports are available for in-depth analytics:

- **User Activity** - This provides call activity for each user. These high-level, user-specific numbers can serve as a good starting point for determining employee performance or training opportunities. By default, results are sorted by total duration, potentially putting your most productive users at the top.

- **Phone Number Activity** - This provides call activity from the perspective of your GoToConnect phone numbers. These high-level, number-specific details can serve as a great resource for managers needing to understand the call volume routing through their phone numbers to various sales and support teams. By default, results are sorted by total duration, putting your most active GoToConnect phone numbers at the top.

- **Caller Activity** - This provides the activity for all the phone numbers that are calling into your system. You can see specific activity for each number, such as every outgoing and incoming call, date, and talk time.

Each of these reports can drill down to a *details page* for the specific caller, user, or phone number that has been selected.

Any number of custom reports can also be provided upon request. All CDR capabilities (including report customization) are provided at no additional cost.

GoToConnect’s call recording application allows users to record some or all of the calls to and from their account. Administrators can enable system-wide recording or set up recording only on specific phone numbers and extensions. These settings can also be adjusted on an on-demand basis but must be in place before call recording can be initiated. Call recordings are stored in the Cloud, so they can be accessed from virtually anywhere. The customer has a choice regarding where the recordings are stored - They can set up their own AWS S3 storage bucket and provide credentials to the GoToConnect admin portal or they can opt to have call recordings hosted by LogMeIn. With the first option, the customer has full control of retention and access policies. In the second option, LogMeIn will keep the recordings for 20 weeks, then they will be deleted. It is possible, however, for the customer to download the recordings prior to that time.

Recordings are stored as .WAV files. GoToConnect automatically creates and organizes stored files by year, month, and day, respectively. Recordings can be accessed through Call Detail Reports where there is a link to play a particular recording as well as the button to download the recording.
It is now possible to pause and resume call recording during a call. The user simply dials *7 to pause recording and, when ready, dials *7 again to resume call recording.

Training:

Required Features

• Proposed system shall include up to 20 hours of in person and/or recorded webinar trainings.

Administrator Training

LogMeIn follows a “train the trainer” methodology in its administrator trainings, providing participants with the ability to train other members of the organization upon completion. All trainings, with the exception of on-site classes, are provided for no additional cost. The following administrator training options are available:

  o Customer On-Boarding Training. LogMeIn provides on-boarding administrator trainings provided by specialized LogMeIn customer service personnel. These one-hour trainings, done over the phone with screen-sharing, are tailored to customer needs and provide an overview of how to configure and use GoToConnect specifically for their organization. Customers may schedule additional follow-up sessions as required at any time.

  o Online Video Tutorials. LogMeIn has created a series of training videos demonstrating the configuration and utilization of GoToConnect. The videos are located here: http://jive.com/videos.

  o Administrator Guide. LogMeIn has detailed written guides that provide instructions on how to use all features included with GoToConnect. Guides are available online and can also be provided in printed format.

  o Ad Hoc Training. LogMeIn Customer Service Representatives are available for phone-based trainings on an ad hoc basis. Customers may either schedule a time with a Customer Service Representative to attend a personalized training or they may simply call LogMeIn customer service with any questions they have. Ad hoc training is provided to all customers at no additional cost.

  o On-Site Administrator Training Classes. On-site classes include training on the web-based PBX controls (administrator software), Dial Plan Editor, and Call Reporting applications. Classes are administered on the customer site; additional charges may apply.

End-User Training

LogMeIn also offers several training options for end-users, all for no additional cost. Training topics range from actual handset utilization (e.g. “how do I transfer”) to voicemail settings. The following options are available:

  o Self-Guided Training. LogMeIn provides online video tutorials, quick-start and quick reference guides, and interactive user manuals similar to those provided for administrators for end users. These training references are available online at any time and are provided at no additional cost.

  o Administrator-Led Training. LogMeIn will provide customers with access to training
support materials to enable administrators who have completed LogMeIn administrator training to train other members of their organization. Materials are available online at any time.

- **Ad Hoc Training.** LogMeIn Customer Service Representatives are available for phone-based user training on an ad hoc basis. Customers may either schedule a time with a Representative to attend a personalized user training or they simply call LogMeIn customer service with any questions they have.

- **On-Site User Training Classes.** On-site classes include training on end-user features like Find Me/ Follow Me settings and voicemail configuration, as well as an overview of handset operations and settings. Classes are administered on-site upon request; additional charges may apply.

- **Proposed system shall include manuals and materials associated with the phones and software.**

  LogMeIn provides online video tutorials, quick-start and quick reference guides, and interactive user manuals. These training references are available online at any time and are provided at no additional cost.

### Security Features:

- **Proposed system shall have over several layers of security including physical, network, host, data, application, business process and enterprise organization.**

  LogMeIn employs industry standard perimeter protection tools, techniques and services that are designed to prevent unauthorized network traffic from entering its product infrastructure. The LogMeIn network features externally facing firewalls and internal network segmentation. Critical system files are protected against malicious and unintended infection or destruction.

Logical access controls are in place, designed to prevent or mitigate the threat of unauthorized application access and data loss in corporate and production environments. Employees are granted minimum (or “least privilege”) access to specified LogMeIn systems, applications, networks, and devices as needed. Further, user privileges are segregated based on functional role and environment.

The Service leverages a multi-tenant (and multi-PBX) architecture, logically separated at the database level, based on a user’s or organization’s Service account. Only authenticated parties are granted access to relevant accounts.

LogMeIn maintains a cryptographic standard that aligns with recommendations from industry groups, government publications, and other reputable standards groups. The cryptographic standard is periodically reviewed, and selected technologies and ciphers may be updated in accordance with the assessed risk and market acceptance of new standards.

LogMeIn contracts with datacenters to provide physical security and environmental controls for server rooms that house production servers. These controls include:

- Video surveillance and recording;
- Multi-factor authentication to highly sensitive areas;
- Heating, ventilation, and air conditioning temperature control;
- Fire suppression and smoke detectors;
- Uninterruptible power supply (UPS);
- Raised floors or comprehensive cable management;
- Continuous monitoring and alerting;
- Protections against common natural and man-made disasters, as required by the geography and location of the relevant datacenter; and
- Scheduled maintenance and validation of all critical security and environmental controls.

LogMeIn limits physical access to production datacenters to authorized individuals only. Access to an on-premise server room or third-party hosting facility requires the submission of a request through the relevant ticketing system and approval by the appropriate manager, as well as review and approval by Technical Operations. LogMeIn management reviews physical access logs to datacenters and server rooms on at least a quarterly basis. Additionally, physical access to datacenters is removed upon termination of previously authorized personnel.

- **Proposed system shall offer transmission security to prevent interception of communications.**
  There are two ways that LogMeIn protects interception of communications -

  - Secure Provisioning makes our provisioning process more secure. This protects LogMeIn and the customer from fraud and malicious behavior by encrypting configuration files and changing known provisioning paths to make it more difficult to access files that only the device should have access to.
  
  - Secure Calling (call encryption) uses TLS instead of UDP to protect conversations with audio encryption—ensuring unwanted listeners can’t hack into your calls. When you’re on a call, audio travels between two separate paths. First, between your phone network and the Cloud; and second, between the Cloud and your caller’s phone network. The two paths together allow you to speak to and hear each other. Secure Calling encrypts the first path of audio and encrypts both if your call is with another device that has Secure Calling enabled as well.

- **Proposed system shall offer infrastructure security including network and applications, administrative functions, technology, and operational functions. Proposed system shall offer physical and environmental security. Proposed system shall offer proactive fraud mitigation.**
  This is fully supported and incorporated into our solutions developed with privacy by design. Additional details on how we meet these functions are outlined in our SPOC document available at: [https://logmeincdn.azureedge.net/legal/gdpr-v2/Jive_GoToConnect_SPOC_Feb2020.pdf](https://logmeincdn.azureedge.net/legal/gdpr-v2/Jive_GoToConnect_SPOC_Feb2020.pdf)

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- Fire suppression and smoke detectors
- Uninterruptible power supply (UPS)
- Raised floors or comprehensive cable management
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- Protections against common natural and man-made disasters, as required by the geography and location of the relevant datacenter
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LogMeIn is committed to protecting its client accounts from fraudulent telecommunications activities and other privacy invasions using proven technologies and advanced security measures. These fraudulent activities include compromising PBX functions like voicemail, or IP phone equipment, with the intent of placing or selling calls. LogMeIn covers 100 percent of all financial charges for its customers, originating from fraud-related activities perpetrated by third parties. To qualify for this coverage, clients must adhere to the following requirements:

▪ Not disclose any account information, including passwords, SIP user names, or other credentials to any non-authorized or third-party individuals or organizations.
▪ Not configure LogMeIn IP phones on public IP addresses.
▪ Follow industry-standard best practices with respect to network security, including the proper configuration and use of firewalls.
▪ Promptly report any incidents of unauthorized account access.

LogMeIn monitors its network 24/7 for intrusion detection, DDoS attacks, and other threats from outside sources. LogMeIn also actively audits client usage activity to quickly identify accounts that may have been subject to fraudulent activities. LogMeIn clients who feel they have been the victim of fraud on their LogMeIn account should contact support@logmein.com immediately.

System Reporting and Call Detail Reporting:
- Ability to use one centralized call accounting system to track calls out of all locations on the network. The call accounting system must be able to distinguish which phone originated the call regardless of the phone’s physical location on the network. The system should also be able to track an outside call through its destination, including any internal transfers.

GoToConnect includes interactive reports accessible in real time within the GoToConnect administrator portal, many of which can be exported into a .csv file for data storage or manipulation. Reports may include the following data points:

▪ Calls: total/mean/min/max by type, per day, by day of the week, by time of day, by state, per number/extension; abandoned calls
Minutes: total/mean/min/max by type, per day, by day of the week, by time of day, by state, per call, per number/extension

Top Numbers / Extensions: total/mean/min/max by calls, by minutes

Queue: statistics, scores, calls, minutes

Call Reports can be accessed via the GoToConnect administration portal. Within call reports there are Visual Summary Graphs that provide a quick snapshot of the calling activity on your system. This helps to identify trends, campaign effectiveness, calling spikes, and staffing needs.

Three additional reports are available for in-depth analytics:

- **User Activity** - This provides call activity for each user. These high-level, user-specific numbers can serve as a good starting point for determining employee performance or training opportunities. By default, results are sorted by total duration, potentially putting your most productive users at the top.

- **Phone Number Activity** - This provides call activity from the perspective of your GoToConnect phone numbers. These high-level, number-specific details can serve as a great resource for managers needing to understand the call volume routing through their phone numbers to various sales and support teams. By default, results are sorted by total duration, putting your most active GoToConnect phone numbers at the top.

- **Caller Activity** - This provides the activity for all the phone numbers that are calling into your system. You can see specific activity for each number, such as every outgoing and incoming call, date, and talk time.

Each of these reports can drill down to a *details page* for the specific caller, user, or phone number that has been selected. Any number of custom reports can also be provided upon request. All CDR capabilities (including report customization) are provided at no additional cost.

**Note** that cradle-to-grave reporting, that is the ability to track an outside call through any internal transfers is not currently supported but is a roadmap feature.

- **Call Detail Reporting (CDR)** records must be in an exportable format for external analysis. 
  **Acceptable formats include Microsoft Excel, Open Office Spreadsheet, etc.**
  Call Detail Reports can be exported into a .csv file additional data analysis.

- **Offerors must indicate whether additional hardware, i.e., call reporting server, is necessary for implementation.**
  There is no additional hardware or software required for call reporting

**Specifications:**

**Project Management:**
It is important for the selected proposer to provide support for an organized transition from the current system to the new system; ensuring internal and external communications are maintained and the ease of use through the transition is emphasized to staff and clients. The City ultimately desires a turn-key solution with regard to the full Cloud Hosted VoiP Phone System solution and will own the hardware. The proposer will be responsible for cable runs (including via Ceilings) to individual workstations if those workstations are not currently cabled.
If additional cable runs are required, they will cost $100 per cable run.

**Required Features:**

- **Proposer shall assign a project manager to this project to work with the City’s IT Administrator and assigned personnel.**
  
  Your implementation team will consist of a Project Manager, Field Engineer, Project System Trainer, and others from LogMeIn. LogMeIn resources will be assigned at the time of contract acceptance to ensure that they will have sufficient time to dedicate to your project.

- **Proposer is required to submit a complete description of the key activities and responsibilities required for the installation of the proposed system.**
  
  LogMeIn uses proven best practices and a proactive, high-touch approach to manage the implementation of all new LogMeIn Voice and UC solutions. Applied across the following phases of the implementation life cycle, the LogMeIn approach delivers consistent, high-quality results that minimize the pain traditionally associated with changing your telephone service provider while at the same time maximizing the impact of GoToConnect across your entire organization.

**Initiating:** LogMeIn Project Managers (PMs) review expectations and gather customer information and preferences required for system configuration and number porting. They clearly define transition activities, timelines, and responsibilities for the customer and the LogMeIn implementation team. Detailed statement of work, project plan (with schedule), and preliminary order paperwork are prepared and presented to the customer for review and approval. LogMeIn engineers assess the current communications environment and identify system needs. They prepare a detailed assessment report and network diagram(s) outlining recommended network configuration.

**Planning:** LogMeIn PMs prepare system configuration documentation to guide the building of the new GoToConnect solution. They establish a communications plan, scheduling regular status meetings with the customer and LogMeIn sales, engineering, training, project management, and deployment teams. They develop customized system testing and training plans for the completed solution.

**Executing:** LogMeIn engineers custom-configure GoToConnect, building dial plans and other features according to customer-provided specifications and preferences. Engineers also complete any specialized integration requirements. Fulfillment specialists order equipment and monitor the number porting process. Regular status calls ensure the transition process stays on-track with established milestones and timelines.

**Testing:** LogMeIn quality assurance specialists test every feature to ensure it is operating correctly and in accordance with customer specifications. Engineers test the network configuration and, if applicable, test and turn up the LogMeIn broadband data connection. Fulfillment specialists test E911 configurations in compliance with Federal regulations. All LogMeIn hardware - including handsets, routers, and other equipment - arrives on the customer location pre-provisioned and ready for immediate plug-and-play. LogMeIn PMs and engineers work with the customer to test and verify all system features and functions. Dedicated project system trainers provide
administrator and end user training to familiarize the customer with GoToConnect.

**Project Completion:** Numbers port from the losing carrier to LogMeIn, all system features and hardware endpoints are activated, and call processing (inward and outward) is initiated. Immediately following - and for 90 days after go-live - a dedicated LogMeIn Service Account Manager (SAM) is available to support the system and troubleshoot and resolve any service issues, provide on-the-spot answers to questions, and maximize the impact of GoToConnect.

- **A master project schedule, including a detailed timeline, must be included identifying the tasks the proposer will perform and the tasks the City is expected to perform to successfully implement the new system.**
  LogMeIn’s deployment team works closely with customers to establish timelines and schedules to fit individual needs. LogMeIn’s general installation timeline varies based on client requests and complexity of the overall project (generally between 3 and 45 days). The details of each location and the overall project will be discussed and agreed upon at the initiation of the implementation phase. In general the initial phases of the installation schedule have multiple tasks being managed at a single time. Each task is assigned to specific members on the project team and will include telephone number ordering and porting, fax number ordering and porting, hardware procurement, system specification and design, telecom legal authorization, and approval documentation. The entire project management and implementation plan is online via the administrator portal. This provides real-time project management and feedback on status. A more detailed project schedule will be provided further along in the sales cycle as this is scoped more specifically to your requirements.

- **Proposer shall be involved in the deployment of the system while working with the City’s contracted IT consultant.**
  LogMeIn has read, understands, and complies with this requirement.

- **The proposed system should be plug and play.**
  Phones are “plug and play,” meaning that the client should be able to plug the phone in and have immediate results.

- **Proposer shall be required to work with Frontier and Spectrum to coordinate the ordering and installation of all WAN, PRI and other communication services related to this project.**
  LogMeIn hosted services are run on Jive Cloud, a proprietary, cloud-based platform. Jive Cloud has been purpose-built from the ground up to deliver the most economical and powerful hosted services on the market.

  Jive Cloud provides an interconnect between the public internet, the public switched telephone network (PSTN), and client-side LAN that allows users to place voice and video calls from their Internet-connected IP telephones to other users on the PSTN regardless of how they are connected (e.g., cellular, VoIP, analog, etc.).

  Unlike traditional premises-based VoIP deployments that connect to the PSTN on the premises via a dedicated voice circuit (e.g., PRI, T1, ISDN) or SIP trunks, with GoToConnect, all inbound and outbound voice traffic travels via the Internet (WAN connection) to Jive Cloud.
GoToConnect has been designed to deploy OTT (over the top) of the customer’s existing network infrastructure and broadband internet connection. This can significantly save on costs - both OPEX and CAPEX - as it allows your new voice system to utilize equipment and connectivity already in place. Often, it requires only minimal configuration for your network.

- **Proposer should include any routers, POE switches, servers and circuits required. (The City reserves the option to seek its own pricing for equipment that meets or exceeds the proposer’s specifications.)**
  4x 48 port PoE switches are quoted as an option in case you need them and wish to procure them from us.

- **Coordinate with the City’s IT consultant to install and configure IP management software as necessary.**
  N/A as the GoToConnect Admin Portal is web based and accessed through a Chrome browser window.

- **Replace current phones with new phones.**
  LogMeIn has read, understands, and will comply with this requirement. This will be included in the onsite installation that is included in the quote.

- **Proposer shall configure call routing and hunt groups for each location per call routing diagram established during Call Workflow meeting.**
  LogMeIn has read, understands, and complies with this requirement.

- **Install and configure IP client software on all workstations or provide a mechanism to ‘push’ client software to each workstation. Configuration includes successful integration with locally installed Microsoft Outlook client.**
  We will work with your team to ensure this is done in the way that makes the most sense in your environment. We do have an .msi installer available if that is the route chosen. Automatic updates aren’t possible when that is the method used, however.

- **Proposer shall coordinate the seamless port of phone numbers with existing carriers. These numbers will be provided at time of award.**
  Existing numbers can be ported (transferred) over to GoToConnect service. Upon receiving the bid award, LogMeIn will issue the port request form. This form is to be filled out by the client with all the complete and accurate information. When LogMeIn receives this request form, they will send it to the losing carrier. The losing carrier then has up to 72 hours to respond to the request. The process of porting existing numbers can take anywhere from 5–20 business days—depending on area and existing telephone provider. Incorrect/incomplete information may cause the order to be rejected by the existing telephone provider. If a port request is rejected, the request will be resubmitted, and the porting timeline will start over.

- **Proposer shall provide porting procedures and any reason existing numbers would not be eligible for porting.**
  See response above.
System Warranty:

**Required Features**

- A complete maintenance and warranty agreement must be included as part of the proposal, including all options available for extended coverage and full pricing details for each level of coverage.

**Platform**

A primary advantage of the hosted delivery model is the vendor is completely responsible for all software maintenance and updates. LogMeIn manages and maintains all of the infrastructure, software, and hardware involved in delivering the solution, and makes sure that everything is always up to date. Jive Cloud, our service delivery platform, is engineered in such a way that updates and maintenance do not typically require scheduled downtime but can instead be rolled out across the platform during periods of low utilization. Our qualified maintenance and support team is available 24/7 to answer any questions or concerns. The Jive Cloud platform is deployed across multiple datacenters in the U.S. Account activities such as moves, adds, and changes, as well as call-flow configuration, are all done via GoToConnect’s secure administrator portal. If assistance is needed, LogMeIn does not charge hourly rates for our customer and technical support services.

**Hardware**

All of the hardware endpoints that are used for delivery of the hosted services are covered under warranty. In the case of the VoIP handsets, the hardware has a one-year manufacturer’s warranty. Warranties on any routers and switches sold vary by manufacturer and model, but are never less than five years (and in some cases are lifetime). LogMeIn’s services manufacture warranties for products we sell. For customers under contract who are renting the phones, LogMeIn provides warranty support for the duration of the contract. All other maintenance and support services (regardless of warranty agreement) are available 24/7 at no additional charge.

If a handset fails within the warranty time window, LogMeIn will send an advance replacement handset to the customer, pre-programmed to replace the faulty device. Alternatively, some clients maintain a number of extra handsets—those can be programmed via GoToConnect’s online administrator portal controls to replace the faulty device at any given moment, minimizing any downtime. If the handset is outside of warranty, a replacement can be purchased from LogMeIn, programmed, and sent to the customer site (next-day shipping is available).

- **Telephone system and all associated equipment in the proposal must be warranted by the proposer and the manufacturer to be free of defects in equipment, software, and workmanship for a period of at least three (3) years following system acceptance.**
  
  See response above.

- **During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to the City.**
  
  See response above.

- **All system maintenance during the warranty period and under any maintenance agreement must be included as part of the proposal, including all options available for extended coverage and full pricing details for each level of coverage.**
agreements shall be performed by the successful bidding organization using personnel employed by the proposer and at no additional cost to the City other than those charges stipulated to maintain the warranty.
LogMeIn has read, understands, and will comply with this requirement.

Support:

Required Features

- **During the warranty period, the successful proposer must be available 24 hours a day, 7 days a week to resolve issues.**
  LogMeIn Customer Experience brings together the expertise of the LogMeIn Service Account Management, Technical Support, and Customer Service teams to deliver world-class, personalized service and support. All LogMeIn Customer Experience teams are Americas-based and available 24/7, through multiple channels, including toll free telephone and email. All access is unlimited and included in your monthly service fees. No additional contracts are required or fees apply.

- **Proposers must describe their definitions of major and minor problems.**
  The SLA response time for GoToConnect is noted below:
  Priority 1 - Total loss of service. Voice quality deemed unusable. (Response time occurs within 2-10 minutes.)
  Priority 2 - Degraded service performance. Isolated call incidents. Impaired feature functionality. (Response time occurs within 5-10 minutes.)
  Priority 3 - Service change requests. Issues impact a single phone/user. (Standard response times are 15 minutes for initial response, with Best Endeavor Resolution within 2 hours.)

- **The successful proposer must include in its pricing software assurance and other regular software upgrades for the warranty period.**
  LogMeIn’s strategy for upgrades and new releases of Jive Cloud is based on an Agile Methodology of continuous integration and rapid iteration. This means that every enhancement, upgrade, new features, or software patch is introduced seamlessly into Jive Cloud once ready for release. In general, LogMeIn releases updates to Jive Cloud every two weeks, based on the length of developer sprints and milestones. The integration begins by following a beta-testing process (with select beta customers) before the feature is released to mainline customers over a period of time. The period is often defined by the size of the enhancement, the service it affects, or the number of clients utilizing the feature. Jive Cloud is engineered in such a way that updates and maintenance do not typically require scheduled downtime but can instead be rolled out across the platform during periods of low utilization.

  All upgrades and new releases of Jive Cloud are free of charge to LogMeIn clients.

- **Proposers should estimate the cost of future software upgrades on an annualized basis beyond the term of the warranty.**
  All upgrades and new releases of Jive Cloud are free of charge to LogMeIn clients.

- **Proposers should estimate the cost of future support services on an annualized basis beyond the term of the warranty.**
Access to support services is unlimited and included in your monthly service fees. No additional contracts are required, or fees apply.

- **Proposers shall provide the availability of spare parts in the area for critical hardware.**
  All hardware maintenance is managed by LogMeIn. Aside from phones and the optional Jive Business Continuity gateway, there is no hardware at customer sites.

**Other Requirements:**
- **Proposer shall be required to provide weekly written progress reports to the City’s assigned Project Manager during the implementation phase.**
  Part of the implementation process includes weekly status calls to ensure the entire team is operating in sync. The project is documented inside the Administration Portal and the information there is accessible at any time to all members of the team.

**Optional:**
- **City Council Chambers AV Integration**
- **City Hall Main Conference Room AV Integration**
- **Parks & Recreation Conference Room AV Integration.**
  We look forward to further discussing your needs in this area.
Chapter 4 – Project Staffing

Your project team will consist of an Account Manager, Project Manager, Field Engineer, Project System Trainer, and others from LogMeIn. LogMeIn resources will be assigned at the time of contract acceptance to ensure that they will have sufficient time to dedicate to your project.
Chapter 5 – References

**City of Bell**
Client for 4.5 years

**City of San Juan Capistrano**
Client for 1 year

**City of Aliso Viejo**
Client for 1 year

**San Bernardino Housing Authority**
Client for 3 years

**Metrolink Trains**
Client for 3 years

Contact details can be provided upon request.
YOUR UNIFIED COMMUNICATIONS PLATFORM IN THE CLOUD

City of Pico Rivera

GOTO.COM/CONNECT

Rob Johnson
rob.johnson@logmein.com
**TRULY UNIFIED**
Get powerful voice, video, chat, and text and more in one single application from one vendor.

**BEST FOR REMOTE WORK**
Get everyone in your business the communication tools they need to keep your business running – from wherever, and no matter what.

**HIGHEST RATED**
Join other satisfied customers who rate GoToConnect consistently as #1, refer us to their trusted friends and colleagues, and stay with us more than 98% of the time.

**MOST RELIABLE**
Experience unmatched reliability with 11 datacenters worldwide. Organizations in high risk industries like healthcare and education trust GoToConnect.

---

North America
- Atlanta
- Chicago
- Dallas
- Los Angeles
- Las Vegas
- New York
- Salt Lake City

Latin America
- São Paulo

EMEA
- Frankfurt

APAC
- Sydney
## Proposal for Unified Communications Services

City of Pico Rivera

### Today's Total

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>MSRP</th>
<th>Discount</th>
<th>Goto Price</th>
<th>Total</th>
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<tr>
<td>Voice Number DID - Configuration/Port Fee</td>
<td>200</td>
<td>USD 5.00</td>
<td>USD 5.00</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>Poly RealPresence Trio 8800 IP Conference Phone (no power supply)</td>
<td>2</td>
<td>USD 899.00</td>
<td>USD 476.22</td>
<td>USD 422.78</td>
<td>USD 845.56</td>
</tr>
<tr>
<td>Polycom VVX 450 Skyline (PoE) 12 line Color Screen Gig Phone, with Acoustic Fencing - Admin / Reception</td>
<td>12</td>
<td>USD 279.00</td>
<td>USD 187.60</td>
<td>USD 91.40</td>
<td>USD 1,096.80</td>
</tr>
<tr>
<td>Polycom VVX 250 Skyline (PoE) 4 line color screen Gig handset for Admin - Standard User</td>
<td>12</td>
<td>USD 179.00</td>
<td>USD 179.00</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>Polycom VVX EM 50 Expansion Module (EM50) Receptionist Console</td>
<td>2</td>
<td>USD 209.00</td>
<td>USD 36.74</td>
<td>USD 172.26</td>
<td>USD 344.52</td>
</tr>
<tr>
<td>AudioCodes - MediaPack 114 - 2FXS, 2FXO (MP114/2S/2O/SIP)</td>
<td>1</td>
<td>USD 393.00</td>
<td>USD 39.86</td>
<td>USD 353.14</td>
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</tr>
<tr>
<td>ALGO 8301</td>
<td>1</td>
<td>USD 349.00</td>
<td>USD 0.00</td>
<td>USD 349.00</td>
<td>USD 349.00</td>
</tr>
<tr>
<td>JBC with Analog Failover (4 Ports) 4 FXO</td>
<td>1</td>
<td>USD 850.00</td>
<td>USD 200.00</td>
<td>USD 650.00</td>
<td>USD 650.00</td>
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<tr>
<td>Configuration and on-site installation (2 days of Engineering time, includes travel)</td>
<td>1</td>
<td>USD 4,000.00</td>
<td>USD 1,500.00</td>
<td>USD 2,500.00</td>
<td>USD 2,500.00</td>
</tr>
<tr>
<td>Optional On-site Training (Trainer) Additional Day</td>
<td>1</td>
<td>USD 1,500.00</td>
<td>USD 250.00</td>
<td>USD 1,250.00</td>
<td>USD 1,250.00</td>
</tr>
<tr>
<td>Optional On-site training (Trainer) Travel + 2 Days of On-site Training</td>
<td>1</td>
<td>USD 3,000.00</td>
<td>USD 500.00</td>
<td>USD 2,500.00</td>
<td>USD 2,500.00</td>
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<tr>
<td>Optional Optional per extra day rate for onsite configuration and installation</td>
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<td>USD 2,000.00</td>
<td>USD 500.00</td>
<td>USD 1,500.00</td>
<td>USD 1,500.00</td>
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<tr>
<td>TAXES and FEES</td>
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<td></td>
<td></td>
<td>USD 1,281.49</td>
<td>USD 1,281.49</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td></td>
<td><strong>USD 14,947.22</strong></td>
<td><strong>USD 14,947.22</strong></td>
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</tbody>
</table>

---

**Polycom has a Rebate available for first 200 handsets ordered.**

- Rebate for VVX 450 = $40 x 12 = **$240.00**
- Rebate for VVX 250 = $10 x 163 = **$1,630.00**

*From Polycom you will get $1,870.00*

---

**LogMeIn is also offering 163 of the VVX 250’s for FREE on this proposal. Value of $16,463.00**

### Monthly Total

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>MSRP</th>
<th>Discount</th>
<th>Goto Price</th>
<th>Total</th>
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<td>175</td>
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<td>USD 11.05</td>
<td>USD 13.95</td>
<td>USD 2,441.25</td>
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<tr>
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<td>USD 29.95</td>
<td>USD 16.00</td>
<td>USD 13.95</td>
<td>USD 27.90</td>
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<tr>
<td>GoToConnect Teams Connector</td>
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<td>USD 2.00</td>
<td>USD 0.00</td>
<td><strong>FREE</strong></td>
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<tr>
<td>Voice - Standard DID - Monthly Charge</td>
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<td>USD 4.50</td>
<td>USD 0.50</td>
<td>USD 100.00</td>
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<td><strong>TAXES and FEES</strong></td>
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<td></td>
<td><strong>USD 296.75</strong></td>
<td><strong>USD 296.75</strong></td>
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<td><strong>TOTAL</strong></td>
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<td></td>
<td><strong>USD 2,865.90</strong></td>
<td><strong>USD 2,865.90</strong></td>
</tr>
</tbody>
</table>

---

**With this proposal you also get FREE:**

- LastPass for all employees providing password protection / management
- GoToMeeting for all employees
- Softphones for all employees
- GoToWebinars licenses
- Call Recording
- Efax for everyone.
- Microsoft Teams integration.
We have a proven track record City / Gov account here in California with a dedicated Gov Vertical Team
“Special Note” We are on numerous JPA’s..

GoToConnect Services include over 100 Features and everything out lined in proposal Including: SMS, Texting, All Local / Long Distance, Free GoToMeeting, Contact Center Tools, Disaster Recovery/ w multiple data centers, Available Paging (Overhead and over phones), Door/Gate locks, Intercom for doors, Panic buttons, Auto Attendants, Unlimited Voicemail, Unlimited Virtual Extensions, Voicemail to email, EFax, Collaboration / Video Conferencing, Softphones, Audio Conference Bridges, for up to 200 on a bridge all maintenance, Upgrades, and 24/7 Support.

Gov/City, K12 and Non Profit Focused initiatives like Emergency Notification/ Workplace Safety and more.
Reliable, Scalable and Agile platform
Easy System Management
Custom Paging Integration- available
Minimal disruptions during transition

Local References you will Recognize upon request.

Local City clients you may know:
City of Bell 5+ years
City of Aliso Viejo 1.5 years
City of Palmdale 10 months
City of Paramount 6 months
City of San Juan Capistrano 2 years
City of Eastvale 5+ years
City of Diamond Bar 4+ years
San Bernardino Housing Authority 4+ years
San Juaquin Rail Authority 3 years
The Metro Link Train Authority - 4+ years

K12 Clients that you may know:
East Whittier School District 6 years
Whittier City School District 5 years
Monrovia Unified School District 6 years
San Marino Unified 6+ years
El Monte Union High School 5+ years
Lowell School District 5+ years
Mountain View Ontario SD -3+ years
Central School District Rancho Cucamonga 4 years
Beaumont School District 3 years
Vista Unified School 6 years
National City Elementary School District 4 years
Poway Unified School District -1 year
Carlsbad Unified School District -1 year
San Francisco Unified School District 1 year
Lodi School District 3 years
## HARDWARE SPECS

<table>
<thead>
<tr>
<th>MODEL</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>JIVE Voice Dynamic</td>
<td></td>
</tr>
<tr>
<td>GoToConnect Standard+</td>
<td></td>
</tr>
<tr>
<td>Conference Device User- Monthly Service</td>
<td></td>
</tr>
<tr>
<td>GoToConnect Teams Connector</td>
<td></td>
</tr>
<tr>
<td>Voice - Standard DID - Monthly Charge</td>
<td>Standard DID (Direct Inward Dial) telephone number.</td>
</tr>
<tr>
<td>Voice Number DID - Configuration/Port Fee</td>
<td></td>
</tr>
<tr>
<td>Poly RealPresence Trio 8800 IP Conference Phone (no power supply)</td>
<td>Polycom Trio 8800 is the conference phone reimagined for larger conference rooms.</td>
</tr>
<tr>
<td>Polycom VVX 450 Skyline (PoE)</td>
<td>The Polycom VVX 450 business IP desk phone is a high-quality, twelve-line, color IP phone for businesses of all sizes.</td>
</tr>
<tr>
<td>Polycom VVX 250 Skyline (PoE)</td>
<td>The Polycom VVX 250 business IP desk phone with color display, ideal for home officeSoHo and cubicle workers.</td>
</tr>
<tr>
<td>Polycom VVX EM 50 Expansion Module (EM50)</td>
<td></td>
</tr>
<tr>
<td>MODEL</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
</tr>
<tr>
<td>Polycom Expansion Microphone kit for RealPresence Trio 8800/8500 (2200-65790-001)</td>
<td>Polycom Expansion Microphone kit for RealPresence Trio 8800/8500</td>
</tr>
<tr>
<td>AudioCodes - MediaPack 114 - 2FXS, 2FXO (MP114/2S/2O/SIP)</td>
<td>The 8301 is a paging adapter for IP enabling analog voice paging systems. The device also functions as a scheduler for automated bells, tones, announcements and music.</td>
</tr>
<tr>
<td>ALGO 8301</td>
<td></td>
</tr>
<tr>
<td>JBC with Analog Failover (4 Ports) 4 FXO</td>
<td>JBC with AudioCodes Mediapack MP114/4S/4O/SIP</td>
</tr>
<tr>
<td>Configuration and on-site installation (2 days of Engineering time, includes travel)</td>
<td>Includes travel and 2 days of Field Engineering Services. US travel only</td>
</tr>
<tr>
<td>On-site Training (Trainer) Additional Day</td>
<td>Additional Day of On-site trainer. Can only be added to OST when the additional days will be used during the same trip as the OST purchase. Separate trips require their own OST purchase before additional days can be added. US travel only</td>
</tr>
<tr>
<td>On-site training (Trainer) Travel + 2 Days of On-site Training</td>
<td>Includes 2 days of training. PBX or End User Training. US travel only</td>
</tr>
<tr>
<td>JIVE Voice Dynamic</td>
<td></td>
</tr>
<tr>
<td>Optional per extra day rate for onsite configuration and installation</td>
<td>To be added to JTRAV for additional Field Engineering On-site days. Can only be added to JTRAV when the additional days will be used during the same trip as the JTRAV purchase. Separate trips require their own JTRAV purchase before additional days can be added. US travel only</td>
</tr>
</tbody>
</table>
UNLIMITED FEATURES

Connect an office or remote workforce with an unlimited amount of enterprise features—all included with the standard service.

- **Auto Attendants**
  Leverage an endless number of auto attendants to create custom menu options and gain IVR functionality.

- **HD Video Conferencing**
  Host professional meetings with up to 250 attendees using screenshare and meeting recording.

- **Conference Bridge**
  Utilize an unlimited number of conference bridges across the organization.

- **Voicemail to Email**
  Listen to voicemails directly from any inbox, on any device.

- **Ring Groups/Queues**
  Route calls to the right people in the shortest amount of time—empowering the organization with call center functionality.

- **Mobile Apps**
  Make and receive calls on any iOS or Android device—turn any smartphone or tablet into an office phone.

- **SMS/MMS Text Messaging**
  Send and receive simple texts, images, documents, and video from your mobile, desktop or browser application.

- **Virtual Fax**
  Send and receive faxes and view them in any email box at no additional cost.

- **Music on Hold**
  Present a professional image with custom music and messaging for promotions or instructions.

- **Local & Long Distance**
  Call anyone in the U.S. & Canada without incurring long distance charges.

- **Global Calling**
  Call over 50 countries at no additional cost.
“We live in LA, there might be an earthquake tomorrow. We needed a system that could work from anywhere. That’s what GoToConnect brought to PLN. It’s centralized and in the cloud.”

— Geovanni Rivas, Head of IT, Technology and Communications, Para Los Niños

“We are saving 61% in cost every time we implement LogMeIn’s GotoConnect at one of our locations over other hosted solutions. LogMeIn is a vital solution for Tenet Healthcare, which we depend on more every day.”

— Don Preston, Consultant for Tenet Healthcare

Communication tools are better together. Visit GoTo.com to see all our products.
**CONTACT INFORMATION.**

<table>
<thead>
<tr>
<th>Customer</th>
<th>City of Pico Rivera</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address:</strong></td>
<td>6615 Passons Blvd, Pico Rivera, Ca USA, 90660-3645</td>
</tr>
<tr>
<td><strong>Main Contact:</strong></td>
<td>Angelina Garcia</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:angelinag@pico-rivera.org">angelinag@pico-rivera.org</a></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>5629422000</td>
</tr>
<tr>
<td><strong>VAT/TVA/ABN Number:</strong></td>
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</table>

<table>
<thead>
<tr>
<th>LogMeIn Representative:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>Rob Johnson</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:rob.johnson@logmein.com">rob.johnson@logmein.com</a></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>(626) 513-0105</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| **QUOTE OR OID #:**    | Q-495015 |
| **UID #:**             | 2106285905055 |
| **Quote Date:**        | 07-13-2021 |
| **Quote Expiration Date:** | 08-11-2021 |

**BILLING INFORMATION.**

| **Payment Method:** | Invoice |

**AGREEMENT.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO LOGMEIN, YOU CONFIRM THIS IS AN ORDER FOR THE LMI SERVICE(S) LISTED HEREIN AND AGREE TO THE TERMS OF SERVICE https://www.logmeininc.com/legal/terms-and-conditions WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.

**Supplemental Terms:** Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

**Purchase Order Process:**
If the order is in excess of 50K USD, or this order's currency equivalent, LogMeIn requires a PO with the executed order in the name of the contracting entity noted above. Please complete:

- **Require a PO?**
- **Requires a PO, see below:**

  **Customer PO#:**
  **PO Expiration Date (if applicable):**

**SIGNATURES.** By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

<table>
<thead>
<tr>
<th>CUSTOMER: City of Pico Rivera</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Title:</strong></td>
</tr>
<tr>
<td><strong>Customer Authorized Signatory:</strong></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
</tr>
</tbody>
</table>
The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed.

<table>
<thead>
<tr>
<th>Service Start Date</th>
<th>07-13-2021</th>
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<tbody>
<tr>
<td>Billing Start Date</td>
<td>11-11-2021</td>
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<tr>
<td>Number of Free Months</td>
<td>4</td>
</tr>
<tr>
<td>Contract End Date</td>
<td>11-30-2024</td>
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</table>

SERVICES & FEE SUMMARY. Estimated taxes and fees are included where indicated below.

TODAY'S TOTAL:

<table>
<thead>
<tr>
<th>Name</th>
<th>Quantity</th>
<th>MSRP</th>
<th>Discount</th>
<th>Jive Price</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Voice Number DID - Configuration/Port Fee</td>
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<td>USD 0.00</td>
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<td>USD 187.60</td>
<td>USD 91.40</td>
<td>USD 1,096.80</td>
</tr>
<tr>
<td>Polycom VVX 250 Skyline (PoE)</td>
<td>163</td>
<td>USD 179.00</td>
<td>USD 179.00</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>Polycom VVX EM 50 Expansion Module (EM50)</td>
<td>12</td>
<td>USD 225.00</td>
<td>USD 35.27</td>
<td>USD 189.73</td>
<td>USD 2,276.76</td>
</tr>
<tr>
<td>Polycom Expansion Microphone kit for RealPresence Trio 8800/8500 (2200-65790-001)</td>
<td>2</td>
<td>USD 209.00</td>
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<td>USD 250.00</td>
<td>USD 1,250.00</td>
<td>USD 1,250.00</td>
</tr>
<tr>
<td>On-site training (Trainer) Travel + 2 Days of On-site Training</td>
<td>1</td>
<td>USD 3,000.00</td>
<td>USD 500.00</td>
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<td>USD 2,500.00</td>
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<tr>
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<td>USD 2,000.00</td>
<td>USD 500.00</td>
<td>USD 1,500.00</td>
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Taxes and Fees: USD 1,281.49
TOTAL AMOUNT: USD 14,947.27

MONTHLY TOTALS:

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<tr>
<th>Name</th>
<th>Contract Terms (Months)</th>
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<td>USD 2,441.25</td>
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<tr>
<td>Conference Device User- Monthly Service</td>
<td>40</td>
<td>2</td>
<td>USD 29.95</td>
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<td>USD 13.95</td>
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<tr>
<td>GoToConnect Teams Connector</td>
<td>40</td>
<td>175</td>
<td>USD 2.00</td>
<td>USD 2.00</td>
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<tr>
<td>Voice - Standard DID - Monthly Charge</td>
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<td>200</td>
<td>USD 5.00</td>
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APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Steve Boss
Signature of Authorized Representative

Steve Boss
Name of Authorized Representative

AVP, UCC North America
Title of Authorized Representative
Enterprise Sales
APPENDIX C
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Upon award, LogMeIn reserves the right to negotiate in good faith the specific contractual terms relating to the proposed engagement, including insurance requirements. LogMeIn proposes to provide the services described in this proposal under terms materially consistent with our Insurance, subject to such modifications as may be agreed by the parties to incorporate Insurance conditions of the RFP request. Certificate of Insurance can be provided upon request.

Consultant: LogMeIn USA, Inc
Name (Please Print or Type)

By: ____________________________ Consultant’s Signature

Date: ____________________________

This executed form must be submitted with Scope of Work proposal.
The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: ________________________________

(Authorized Signature)

Type Name: Steve Boss

Title:

Date: July 12 2021
Maintain essential phone service even during an outage.

Jive Business Continuity is a server-based application that preserves essential Jive functions like extension dialing, intercom, emergency 911 dialing, and local survivability during an Internet outage. Jive Business Continuity also offers system monitoring, dedicated project management, and priority support.

Outage protection for your voice service.

AUTOMATE SYSTEM FAILOVER AND FAILBACK
During an Internet outage, Jive Business Continuity automatically kicks your system into failover/failback mode, and monitors your system until the outage is over so it can restore your typical settings.

PRIORITIZE OUTBOUND EMERGENCY CALLS
In failover mode, your emergency calls should take priority. That’s why, during an outage, calls to pre-designated numbers like 911 will take an open line, or bump an active call when a line isn’t available.

PROACTIVE MONITORING AND SUPPORT
Jive Business Continuity delivers unique features and an array of services, including proactive system monitoring and alerts, dedicated project management during implementation, and priority support.

Preserve outbound dialing so you can reach clients, employees, and emergency services.

Visit jive.com/products/jive-business-continuity to learn more.
Integrate your existing paging system with the cloud.

You rely on your paging system to:

- Broadcast school-wide messages.
- Reach students and teachers in classrooms and on school grounds.
- Deliver emergency notifications.

As a core part of your communications infrastructure, your paging system needs to integrate seamlessly with your telephone system. Jive Voice with group paging enables multicast voice technology to communicate with your existing on-premises network to reach both telephone and overhead speakers simultaneously.

Jive Voice with group paging is specifically designed to connect with paging systems for quick, trouble-free, easy installation.

No monthly charges.
Eliminate the cost of paging extensions for dedicated ATA devices traditionally required to support the paging system.

Uninterrupted service.
Even in the event of a local WAN outage, the system continues paging, working independently of the cloud.

Multiple paging options.
Page phones and overhead speakers simultaneously, create specific paging zones, or connect to an existing paging amplifier.

Ready to move to the Cloud?
call 888-850-3009 or visit jive.com.
Enhance Workplace Safety with the Cloud.

With the rise of violence in our schools, communities, and workplaces, employers in every market sector are concerned about creating and maintaining a safe workplace environment for their employees. SIP endpoints that integrate with Jive’s Cloud-based phone infrastructure enhance workplace safety by providing:

- **Overhead Paging.** Jive Voice includes handset paging across all system endpoints. Enhanced with SIP-based emergency overhead speakers, attendants can alert specific zones or the entire workplace of an emergency.

- **Visual and Audible Alert Notification.** Attendants can quickly activate flashing strobe lights or audible alarms using their desktop handsets, immediately alerting the entire workplace of an incident.

- **Emergency Call Buttons.** Users press a large illuminated button to immediately initiate a two-way conversation with designated managers.

- **Electronic Door Locks.** Audio and video door lock options control outside access to the workplace. Visitors identify themselves and attendants can unlock the door remotely to allow entrance.

Jive Voice, with enhanced workplace safety features, is designed to operate on your existing IP network. Converging voice, data, and safety traffic allows employers to reduce monthly operating costs while increasing workplace safety at the same time.

**Most reliable.**
Experience unmatched reliability with seven US datacenters—more than our top three competitors combined.

**Highest rated.**
Join other satisfied customers who rate Jive consistently as #1, refer us to their friends and colleagues, and stay with us more than 95% of the time.

**Easiest to use.**
Enjoy a rich enterprise feature set with a simple user interface and intuitive platform control.
Take your Institution to a Higher Security Level with LastPass Business

Protect every access point to your school.

With an integrated single sign-on and password manager solution, here’s why you should choose LastPass Business:

#1  SSO and password management, together
- Easily deploy 1,200+ pre-integrated apps, while automatically storing and filling all other credentials for faculty, staff and students.

#2  Granular control is total control
- With over 100 customizable policies - 7 times more policies than the competition - LastPass offers complete control.

#3  Optimal balance of experience and security
- 58,000 customers agree that LastPass makes it easy.

#4  The highest level of customer support
- Our dedicated Customer Success Managers and educational resources are available to help your school at every step.

#5  Built on a zero-knowledge security model
- No one knows your Master Password, not even us. You are always in control of your data.

See how simple security can be with LastPass Business. Now Available on TIPS Contract #191003

Learn more
With this proposal you also get FREE:
* LastPass for all employees providing password protection / management
* GoToMeeting for all employees
* Softphones for all employees
* GoToWebinars licenses
* Call Recording
* Efax for everyone.
* Micorsoft Teams integration.

Proposal for Unified Communications Services
City of Pico Rivera

### TODAY'S TOTAL

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<tr>
<th>Item</th>
<th>QTY</th>
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<th>DISCOUNT</th>
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<td><strong>USD 14,947.22</strong></td>
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**Polycom has a Rebate available for first 200 handsets ordered.**

Rebate for VVX 450 = $40 x 12 = **$240.00**
Rebate for VVX 250 = $10 x 163 = **$1,630.00**

< From Polycom you will get **$1,870.00**

---

**LogMeIn is also offering 163 of the VVX 250’s for FREE on this proposal. Value of $16,463.00**

### MONTHLY TOTAL

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<th>Item</th>
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<th>DISCOUNT</th>
<th>GOTO PRICE</th>
<th>TOTAL</th>
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<td>GoToConnect Standard+</td>
<td>175</td>
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<td>USD 11.05</td>
<td>USD 13.95</td>
<td>USD 2,441.25</td>
</tr>
<tr>
<td>Conference Device User- Monthly Service</td>
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<td>USD 29.95</td>
<td>USD 16.00</td>
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<td>USD 27.90</td>
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<td>GoToConnect Teams Connector</td>
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<td>USD 2.00</td>
<td>USD 0.00</td>
<td>FREE</td>
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<td>Voice - Standard DID - Monthly Charge</td>
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<td>USD 4.50</td>
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<td>USD 296.75</td>
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<td>USD 2,865.90</td>
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**TOTAL USD 2,865.90**
We have a proven track record City / Gov account here in California with a dedicated Gov Vertical Team

“Special Note” We are on numerous JPA’s..

GoToConnect Services include over 100 Features and everything out lined in proposal Including: SMS, Texting, All Local / Long Distance, Free GoToMeeting, Contact Center Tools, Disaster Recovery/ w multiple data centers, Available Paging (Overhead and over phones), Door/Gate locks, Intercom for doors, Panic buttons, Auto Attendants, Unlimited Voicemail, Unlimited Virtual Extensions, Voicemail to email, EFax, Collaboration / Video Conferencing, Softphones, Audio Conference Bridges, for up to 200 on a bridge all maintenance, Upgrades, and 24/7 Support.

Gov/City, K12 and Non Profit Focused initiatives like Emergency Notification/ Workplace Safety and more.
Reliable, Scalable and Agile platform
Easy System Management
Custom Paging Integration- available
Minimal disruptions during transition

Local References you will Recognize upon request.

Local City clients you may know:
City of Bell 5+ years
City of Aliso Viejo 1.5 years
City of Palmdale 10 months
City of Paramount 6 months
City of San Juan Capistrano 2 years
City of Eastvale 5+ years
City of Diamond Bar 4+ years
San Bernardino Housing Authority 4+ years
San Juaquin Rail Authority 3 years
The Mertro Link Train Authority - 4+ years

K12 Clients that you may know:
East Whittier School District 6 years
Whittier City School District 5 years
Monrovia Unified School District 6 years
San Marino Unified 6+ years
El Monte Union High School 5+ years
Lowell School District 5+ years
Mountain View Ontario SD -3+ years
Central School District Rancho Cucamonga 4 years
Beaumont School District 3 years
Vista Unified School 6 years
National City Elementary School District 4 years
Poway Unified School District -1 year
Carlsbad Unified School District -1 year
San Francisco Unified School District 1 year
Lodi School District 3 years
REQUEST FOR PROPOSALS (RFP) FOR TELECOMMUNICATION SERVICES

Angelina Garcia
Director of Administrative Services
CITY OF PICO RIVERA
Department of Administrative Services
6615 Passons Boulevard
Pico Rivera, CA 90660

June 24, 2021
Telecommunication Services

Introduction

The City of Pico Rivera (City) is soliciting competitive proposals from experienced and qualified firms to provide the City with a citywide telecommunications system. The City would like proposals for VoIP telephone system that supports major City facilities.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various qualified firms, conduct a fair and extensive evaluation based on the criteria listed, and select the firm that can best serve the City's needs, while delivering a high quality, cost-effective, and service oriented product.

The City is currently using a Cisco Voiceover IP on premise system with AT&T phone service. This RFP is not a reflection of the performance of the current vendor. As a course of business, the City believes that the open competition for services and products provides the City with the best possible use of public funds.

The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two existing proposers may be considered collusive and may be rejected as non-responsive. Any subcontractors mentioned in the RFP and/or used on the engagement, will have no formal relationship with the City.

A detailed Scope of Work, and Sample Professional Services Agreement (Appendix "A") are included as part of the attachments.

1. Instructions to Proposers:

Proposers are to read and understand all of the information contained in this RFP. The provisions of this RFP, along with the proposal submitted, will be part of the contract documents for this Project. The City’s Project Manager for this project is Angelina Garcia, Director of Administrative Services.

2. Schedule of Events:

<table>
<thead>
<tr>
<th>ACTION</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability of Request for Proposal</td>
<td>6/24/21</td>
</tr>
<tr>
<td>Site Walk Through</td>
<td>7/6/21</td>
</tr>
<tr>
<td>Last Day to Submit Questions</td>
<td>7/8/21</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>7/13/21</td>
</tr>
<tr>
<td>Staff Review of Proposals</td>
<td>7/14/21 - 7/21/21</td>
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<tr>
<td>Interview(s) with Top Ranked Proposer(s) &amp; City Negotiations</td>
<td>7/22/21 - 7/28/21</td>
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<tr>
<td>Consultant Selection</td>
<td>7/29/21</td>
</tr>
<tr>
<td>City Council Award (If applicable)</td>
<td>8/10/21</td>
</tr>
<tr>
<td>Notice To Proceed</td>
<td>8/11/21</td>
</tr>
</tbody>
</table>
Site Walk through:

Date & Time: Tuesday, July 6 at 10:00 AM

Location: Pico Rivera City Hall, 6615 Passons Blvd., Pico Rivera, CA 90660

3. Project Area Overview:

The City of Pico Rivera is located approximately eleven (11) miles southeast of downtown Los Angeles, on the eastern edge of the Los Angeles Basin, and on the southern edge of the San Gabriel Valley. The towns of Pico and Rivera, from which the City of Pico Rivera originated, were incorporated as one municipality and as a general law city on January 29, 1958. The City is bounded on the north by South El Monte, on the east by portions of City of Industry, unincorporated Los Angeles County, and Whittier, on the west by Montebello, and on the south by Downey. The City has a total land area of approximately 8.3 square miles. The City is generally bound by Whittier Narrows Dam on the north, San Gabriel River on the east, Telegraph Road on the south and the Rio Hondo Channel on the west. Rosemead Boulevard (State Highway 19) runs north-south through the middle of the City. Whittier Boulevard (State Highway 72) runs east-west through the City.

Single Point of Contact for Questions

The contact person for all questions regarding this RFP is Angelina Garcia, Director of Administrative Services at AngelinaG@Pico-Rivera.org. Proposers may not contact any other staff members with questions.

Proposers must notify the City of any ambiguity, inconsistency, or error they may find. All questions about the RFP must be submitted via email by the deadline. Any changes or corrections to the original RFP or any other information that will affect the contract will be disseminated via email by members of the Administrative Services Department staff.

General Requirements

Proposers must submit three (3) hard copies of the proposal for the project by the deadline contained herein. Additionally, submit the complete proposal via email to angelinag@pico-rivera.org, in searchable PDF format as a single document (optimized and compressed). The naming convention for the file is “Telecommunication Services - company name”. An electronic copy will not be accepted in-lieu of the hard copies required.

Failure to comply with these instructions may render the proposal non-responsive.

The proposal shall address all the items outlined in this RFP.

4. Exhibit “A” Scope of Work:

The objective of this project is to migrate from a Cisco voiceover IP on premise system to a new cloud hosted VoIP phone system. There are eight (8) facility locations: Pico Rivera City Hall, Parks & Recreation Center, Rivera Park, Pico Park, City Yard, Smith Park, Senior Center, Golf Course, and Rio Hondo Park. Buildings all located within the City of Pico Rivera. The City requires a system that is reliable, innovative, customizable, robust, and flexible.

The current system used is an old premise Cisco Voiceover IP system. The hardware and software are outdated by current standards.
The current system has the following:

An estimated 200 total Phone Numbers, with the majority of phone numbers being used.

Most users have a direct line and an extension.

Some numbers are department numbers and have the ability to ring on multiple phones.

Some numbers have not been used or assigned to a user but are forwarded to other numbers with assigned numbers/phones.

Some lines are fax numbers.

132 Cisco IP 7945 Desk Phones

43 Cisco IP 7965 Desk Phones

12 normal desk phone with expansion modules (bay)

2 Conference (Bridges) Phones

**Internet Speed:**

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Speed</th>
<th>Type</th>
<th>Provider</th>
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</thead>
<tbody>
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<td>Pico Rivera City Hall</td>
<td>6615 Passons Blvd.</td>
<td>100/100</td>
<td>Fiber</td>
<td>Frontier</td>
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<td>Fiber</td>
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<td>Frontier</td>
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<td>Rio Hondo Park</td>
<td>8421 San Luis Potosi Place</td>
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<td>100/100</td>
<td>Fiber</td>
<td>Frontier</td>
</tr>
<tr>
<td>City Yard</td>
<td>9633 Beverly Rd.</td>
<td>100/100</td>
<td>Fiber</td>
<td>Frontier</td>
</tr>
<tr>
<td>Golf Course</td>
<td>3260 Fairway Drive</td>
<td>100/10</td>
<td>Coax</td>
<td>Spectrum</td>
</tr>
</tbody>
</table>

*If the speed is not sufficient for the proposed system, please include the required speed in your proposal.
Network Diagram

City of Pico Rivera's network consists of multiple switches, firewalls, routers and point-to-point connections via VPN and direct fiber. All servers are centralized in a single server room. Below is a diagram of their core network and servers.
System Reliability and Availability:

**Required Features**

Proposed system shall include backup, failover, and disaster recovery capabilities to ensure system functionality.

Proposed system shall include crash reporting for both the web-based client and the mobile integration solution.

Proposed system shall include 24/7 support and maintenance.

Basic Features and Functionality:

**Required Features**

Proposed system shall fulfill a complete replacement of existing phone and communication infrastructure with interconnectivity to all facilities.

Proposed system shall include adaptability to expand to additional facilities.

Proposed system shall be a hosted VoIP solution.

Proposed system shall have a single reach number (voice, fax, SMS) for each desktop phone.

Proposed system shall have the ability to manage the system online through a secure cloud portal.

Proposed system shall be a Cloud based system. Proposed system shall include mobile phone integration.

Proposed system shall have a soft phone app that will work on a mobile phone. Proposed system shall work on Windows, Mac, iOS, and Android platforms.

Proposed system shall be easily configured and installed with minimal disruption to existing phone call capabilities.

Proposed system shall have limitless available lines for distribution.

Proposed system shall call flow to be completely customizable by City of Pico Rivera via online portal.

Proposed system can send SMS/text from assigned single reach number.

Proposed system should have an ability to use an on premise gateway for internal call routing or 911 dialing if internet service goes offline.

Telephone Station Requirements:

**Required Features**

Proposed system shall provide approximately 175 phones and required connections.
Proposed system shall provide 6 conference phones and required connections.
Proposed system shall provide wireless extendable microphones. Proposed system shall be VoIP/SIP based.
Proposed system shall be (Power over Ethernet) PoE Powered. Proposed system shall include long distance service.
Proposed phone shall have 1(Gigabit Ethernet Pass-Through) GbE Pass Through.
Proposed phone shall be multiple line capable (up to 4 lines). Proposed phone shall be Bluetooth capable.
Proposed phone shall be headset compatible (standard 3.5mm).

Optional Features
Proposed phone can be video conferencing capable. Proposed phone can be cordless.

Conference Call Required Features:

Required Features
Proposed system shall include multiple dedicated conference calling lines (up to 50 people on a single line) per phone.

Optional Features
Proposed system can include personal conference calling lines dedicated for each user.

Voicemail Required Features:

Required Features
Proposed system shall include personal mailboxes. Proposed system shall include group mailboxes.
Proposed system shall be able to forward voicemails to emails. Proposed system shall transcribe voicemails to emails.

Automated Attendant Required Features:

Required Features
Proposed system shall include day, night, and holiday modes. Proposed system shall be compatible with a call center environment. Proposed system can include on-hold music and messaging.
Proposed system should have capability for prerecorded messages.
System and Software Administration Required Features:

Required Features

Proposed system shall include web-based client tool for directory lookup, phone call control and presence indication.

Optional Features

Proposed system can include third party software integration.

Network Requirements:

Proposed system shall be compatible with Spectrum and Frontier internet service.

System Monitoring and Diagnostics:

Required Features

Proposed system shall include reporting tools such as analytics. Proposed system shall include call recording.

Training:

Required Features

Proposed system shall include up to 20 hours of in person and/or recorded webinar trainings.

Proposed system shall include manuals and materials associated with the phones and software.

Security Features:

Proposed system shall have over several layers of security including physical, network, host, data, application, business process, and enterprise organization.

Proposed system shall offer transmission security to prevent interception of communications.

Proposed system shall offer infrastructure security including network and applications, administrative functions, technology, and operational functions. Proposed system shall offer physical and environmental security. Proposed system shall offer proactive fraud mitigation.

System Reporting and Call Detail Reporting:

Ability to use one centralized call accounting system to track calls out of all locations on the network. The call accounting system must be able to distinguish which phone originated the call regardless of the phone's physical location on the network. The system should also be able to track an outside call through its destination, including any internal transfers.

Call Detail Reporting (CDR) records must be in an exportable format for external analysis. Acceptable formats include Microsoft Excel, Open Office Spreadsheet, etc.
Offers must indicate whether additional hardware, i.e., call reporting server, is necessary for implementation.

**Specifications:**

*Project Management:*

It is important for the selected proposer to provide support for an organized transition from the current system to the new system; ensuring internal and external communications are maintained and the ease of use through the transition is emphasized to staff and clients. The City ultimately desires a turn-key solution with regard to the full Cloud Hosted VoiP Phone System solution and will own the hardware. The proposer will be responsible for cable runs (including via Ceilings) to individual workstations if those work stations are not currently cabled.

*Required Features:*

Proposer shall assign a project manager to this project to work with the City's IT Administrator and assigned personnel.

Proposer is required to submit a complete description of the key activities and responsibilities required for the installation of the proposed system.

A master project schedule, including a detailed timeline, must be included identifying the tasks the proposer will perform and the tasks the City is expected to perform to successfully implement the new system.

Proposer shall be involved in the deployment of the system while working with the City's contracted IT consultant.

The proposed system should be plug and play.

Proposer shall be required to work with Frontier and Spectrum to coordinate the ordering and installation of all WAN, PRI and other communication services related to this project.

Proposer should include any routers, POE switches, servers and circuits required. (The City reserves the option to seek its own pricing for equipment that meets or exceeds the proposer's specifications.)

Coordinate with the City's IT consultant to install and configure IP management software as necessary.

Replace current phones with new phones.

Proposer shall configure call routing and hunt groups for each location per call routing diagram established during Call Workflow meeting.

Install and configure IP client software on all workstations or provide a mechanism to 'push' client software to each workstation. Configuration includes successful integration with locally installed Microsoft Outlook client.

Proposer shall coordinate the seamless port of phone numbers with existing carriers. These numbers will be provided at time of award.

Proposer shall provide porting procedures and any reason existing numbers would not be eligible for porting.
System Warranty:

Required Features

A complete maintenance and warranty agreement must be included as part of the proposal, including all options available for extended coverage and full pricing details for each level of coverage.

Telephone system and all associated equipment in the proposal must be warranted by the proposer and the manufacturer to be free of defects in equipment, software, and workmanship for a period of at least three (3) years following system acceptance.

During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to the City.

All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful bidding organization using personnel employed by the proposer and at no additional cost to the City other than those charges stipulated to maintain the warranty.

Support:

Required Features

During the warranty period, the successful proposer must be available 24 hours a day, 7 days a week to resolve issues.

Proposers must describe their definitions of major and minor problems.

The successful proposer must include in its pricing software assurance and other regular software upgrades for the warranty period.

Proposers should estimate the cost of future software upgrades on an annualized basis beyond the terms of the warranty.

Proposers should estimate the cost of future support services on an annualized basis beyond the term of the warranty.

Proposers shall provide the availability of spare parts in the area for critical hardware.

Other Requirements:

Proposer shall be required to provide weekly written progress reports to the City's assigned Project Manager during the implementation phase.

Optional:

City Council Chambers AV Integration.
City Hall Main Conference Room AV Integration
Parks & Recreation Conference Room AV Integration.
EVALUATION CRITERIA

Proposals submitted will be evaluated on, but not limited to the following:
1. Qualifications of the Firm and Experience
2. Project Manager and Staffing Experience and Project
3. Cost
4. Statement of Understanding and Work Plan
5. References
6. Ability to Follow Instructions

The City has established a proposal review committee to evaluate proposers based on the response to the RFP and the City evaluation criteria set forth above. Scoring criteria, review and calculations methodology to be created by the City.

The final selections will be based upon both technical merit and cost competitiveness. The cost to the City for performing the work shall be an important, but not an overriding consideration. Subsequent to selection of a successful proposer, the City will draw up a contract reflecting the terms and conditions of the proposal plus the City's standard liability and insurance requirements. The City reserves the right to conduct interviews with prospective consultants to clarify any issues or obtain additional information, as necessary.

Proposals shall remain effective for 120 days beyond the submission deadline date.

The City of Pico Rivera reserves the right to reject any or all submittals and to waive irregularities in any submittal if that is determined to be in the best interest of the City. The City of Pico Rivera may request additional information from any of the firms submitting proposals. The City of Pico Rivera shall not be responsible for the cost of preparing a proposal, or travel or other costs incurred should an interview opportunity be offered. The interviews will take place in Southern California with the date, time, and location to be announced by City of Pico Rivera.

Any requests for clarification or other questions concerning this RFP must be submitted via email to Angelina Garcia, Director of Administrative Services at Angelinag@pico-rivera.org. You are requested to limit your questions to matters relating to this proposal process. Any matters relating to the qualifications of your firm should be raised only in the proposal submitted and, if applicable, during the interview.

Please do not contact Council members during this selection process regarding this RFP or your proposal.

To be considered, please submit your proposal, one original and four (4) copies, to be received no later than 4:00 pm on July 13, 2021. One additional proposal should be e-mailed to: angelinag@pico-rivera.org. Proposals should be addressed to:

Angelina Garcia
Director of Administrative Services
City of Pico Rivera
Department of Administrative Services
6615 Passons Blvd.
Pico Rivera, CA 90660
Proposals shall be submitted in a sealed package, clearly marked with:

**RFP for Telecommunication Services**

The proposed fee schedule as specified in the RFP should be furnished in a separate envelope or under separate cover.

Attachment: Request for Proposal Instructions

### 5. Proposal Submittal Requirement

To achieve a uniform review process and obtain the maximum degree of comparability, it is requested that one original plus four (4) copies (and an electronic copy email to angelinag@picro-rivera.org) of your proposal be tabbed and organized as follows:

*(Please note that reference to firm shall include firms if joint proposals or subcontractors are to be used.)*

1. **Letter of Transmittal**
   
   Interested bidders must sign the proposal.

2. **Title Page**
   
   Show the RFP subject, name of the proposer's firm, address, telephone number, name of contact person, date proposal submitted.

3. **Table of Contents**
   
   Clearly identify the material by section and page number.

4. **Technical Proposal**

**Chapter 1 - Profile and Qualifications of the Proposing Firm(s)**

This chapter shall include a brief description of the proposer's firm size as well as the proposed local organization structure. Specifically, the City is interested in the potential for a long-term service relationship that would include financial stability. Include a discussion of the prime proposer firm's financial stability, capacity, and resources. Include a brief description of the proposers and sub-proposer's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities and private sector (minimal of two) that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, email address, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.
Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years. Intentionally omitting any litigation will result in automatic disqualification.

Chapter 2 - Work Plan

This chapter should present a well-conceived service plan. This section of the proposal shall establish the proposer understands of City's objectives and work requirements and proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for transition to full operation. Describe related service experience by both the proposer and any subcontractors in similar work. Please describe the role, extent of services (# of people, engagement duration, and contract value).

Chapter 3 - Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the proposal that would provide benefit to the City.

Chapter 4 - Project Staffing.

This chapter should discuss how the Proposer will staff this project. Key project team members shall be identified by name and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key Proposer personnel will be an important factor considered by the Review Board and their experience working with public sector clients.

Chapter 5 - References

Provide a listing of relevant projects and references for three public entities for which similar work has been performed within the past five (5) years.

If the proposal is made by an individual, it shall be signed and the full name and address of the Proposer shall be given; and if it is made by a corporation, the name of the corporation shall be provided and signed by at least two (2) duly authorized officers and stamped with the corporate seal, and the name and titles of all officers of the corporation shall be given. In addition, interested bidders must include the following declaration immediately before the proposer’s signature on the proposal:

“This proposal is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.”
6. Fee Proposal Submittal Requirements

Proposal Costs Sheet and Rates

This chapter will segregate the proposed costs into two (2) service categories. The first category shall consist of the required services including installation, running line, etc. The second service category shall consist of the optional services. Include any other cost and price information (including hourly rates) that would be contained in a potential agreement with the City. This chapter shall also include one-time costs (upfront) and on-going costs associated with project. The City does not have a preference of a lease vs buy. Vendor can give both pricing options if available.

7. Evaluation Process

Selection of the Firm for interview (if interviews are held) with the City will be based on the contents of the written proposal. The proposal may be evaluated and ranked by a committee of selected City staff. The proposals will be rated according to the following selection criteria (in no particular order):

a. Proposal Submission: (30 possible points)
   - Quality of the proposal.
   - Adherence to the requirements.

b. Qualifications: (35 possible points)
   - Expertise of the fields necessary to execute the proposal.
   - Recent relevant experience of team members.
   - Professional qualifications and education of team members.
   - Verifiable record of past successes.
   - References.

c. Project and Implementation Plan (25 possible points)
   - Methodology for data collection, analysis, and reporting.
   - Approach for demands from diverse stakeholders.

d. Pricing (10 possible points)
   - Specify an annual retainer (which would be paid at the end of each month) and expenses for general municipal advisory work, indicating the total number of hours of work you propose to provide the City under such retainer. List the work, provide a schedule of hourly rates for each individual to be assigned to this account, as well as an average composite rate, and provide the total number of hours of work for each assigned individual.
   - Upon approval of specific transactions or other non-routine work by the City Council, indicate in your proposal how you will charge the City of Pico Rivera for such assignments.

e. TOTAL POINTS FOR WRITTEN PROPOSAL 100 possible points

Upon completion of the Proposer evaluation process, a short list will be established and the City will enter into negotiation with the top ranked Firm for the desired consulting services. Compensation for the subject services will be negotiated based on what is fair and reasonable to
the City. Should City staff and the top-ranked Firm be unable to reach an agreement, negotiations with that Firm will be terminated, and negotiations will commence with the next ranked firms in order of their evaluation ranking until an agreement is reached and a Firm is selected.

8. **Award of Contract**

Following evaluation and rating by the Administrative Services Director and the City Manager will recommend award of a contract to the most qualified proposer providing the best value to the City. The term of the contract will begin after contract award and the contract Agreement is fully executed, and all required supplemental paperwork, insurance documents, etc. have been received and approved.

9. **Payment to Consultant**

   A. Once the contract is awarded, the City will pay the Consultant for work completed consistent with the Fee Schedule. Cost Schedule is as described in the Fee Proposal.

   B. Progress payments shall be based on tasks performed as identified in the Cost Schedule. Monthly invoices will specifically identify job title, person-hours, hourly rate, and costs incurred by each task.

   C. Sub-categorization of task is permitted to better define the task for payment.

   D. All tasks including labor and reimbursable costs shall have supporting documentation presented at the time payment is requested.

   E. The City will pay the Consultant for all acceptable services rendered in accordance with the “Agreement for Professional Consultant Services.” City will only accept invoices from the consultant for work that has been reviewed and approved by City’s staff.

   F. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the “Agreement for Professional Consultant Services,” an “Amendment to the Agreement” will be executed between the City and Consultant.

   G. The Consultant is required to monitor and track the overall project expenditure and report to the City on a monthly basis. Similarly, the Consultant will be responsible for tracking the expiration of the Agreement and its insurances in a timely manner. Once expired, the City will not be able to process any further payments until the situation is rectified.

10. **General Conditions**

ADDENDA. Should it be necessary for the City to issue addenda to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addenda will be emailed to all recipients of this RFP for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addenda which have been issued and has incorporated their provisions in their proposal. Proposers are responsible for insuring that they have obtained all addenda.
ADDITIONAL INFORMATION. The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City’s best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent’s authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation prepares the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the Certificate of Proposal (Appendix D), the Proposer declares and warrants that no elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider
Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations, or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. The contact person for all questions regarding this RFP is Angelina Garcia, Director of Administrative Services. He can be reached via e-mail at angelinaq@pico-rivera.org. Proposers may not contact any other staff members with questions. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.

NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.
OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Pico Rivera and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONSULTANT INFORMATION. If the proposal includes the use of subconsultants, Proposer must identify specific subconsultants and the specific requirements of this RFP for which each proposed subconsultant would perform services. If a subcontract for work services to be performed exceeds $25,000 the subcontract must contain all required provisions of the prime contract.

SUBCONSULTANT REFERENCES. For all subconsultants that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects.
performed for any local government clients within the last three years. Information provided shall include:

- Client name
- Project description
- Dates (starting and ending)
- Technical expertise
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager's name and telephone number

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers’ authorized representative may withdraw Proposals only by written request received by the Project Manager before the Proposal Submittal Deadline.

11. Insurance Requirements
(See Section 16 of the attached Professional Services Agreement)

ATTACHMENTS:
1) Appendix A: Sample Professional Services Agreement
2) Appendix B: Non-Collusion Affidavit
3) Appendix C: Consultant’s Acknowledgement of Insurance Compliance
4) Appendix D: Certification of Proposal
APPENDIX A:
SAMPLE AGREEMENT PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
INSERT CONSULTANT’S NAME

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and INSERT CONSULTANT’S NAME, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide INSERT DESCRIPTION OF SERVICES REQUIRED.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: INSERT DATE

3.4 “Expiration Date”: INSERT DATE

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT’S SERVICES
5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of INSERT COMPENSATION AMOUNT. WRITE OUT AMOUNT IN WORDS AND ALSO INCLUDE AMOUNT IN DIGITS unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.
9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. INSERT NAME AND TITLE OF CONSULTANT’S PROJECT ADMINISTRATOR shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.3 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 Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.
15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**
16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

   16.1.1.1 Premises, operations, and mobile equipment
   16.1.1.2 Products and completed operations
   16.1.1.3 Broad form property damage (including completed operations)
   16.1.1.4 Explosion, collapse, and underground hazards
   16.1.1.5 Personal Injury
   16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest
16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

If to Consultant:
NAME, TITLE
INSERT CONSULTANT’S NAME
ADDRESS
CITY, STATE, ZIP
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. 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.

23. **ASSIGNMENT**

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.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City
with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.
32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT,** the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

<table>
<thead>
<tr>
<th>“CITY”</th>
<th>“CONSULTANT”</th>
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</thead>
<tbody>
<tr>
<td>CITY OF PICO RIVERA</td>
<td>INSERT CONSULTANT’S COMPANY NAME</td>
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</table>

Raul Elias, Mayor

Dated: ________________________

ATTEST:

Anna M. Jerome, City Clerk

Dated: ________________________

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A
SCOPE OF SERVICES
1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day’s work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work 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.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ 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.”

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant’s compliance, including without limitation, conducting a periodic review of
the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.
APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

________________________________________
Signature of Authorized Representative

________________________________________
Name of Authorized Representative

________________________________________
Title of Authorized Representative
Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant:  

Name (Please Print or Type)

By:  Consultant’s Signature

Date:  

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: ________________________________

(Authorized Signature)

Type Name: ________________________________
Title: ________________________________

Date: ________________________________
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<tr>
<th>Rater</th>
<th>Possible Points</th>
<th>Digital Communications Corp. (DTC)</th>
<th>Granite Government Solutions</th>
<th>Keating Communications</th>
<th>LogMeln</th>
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<td>Rater #1 (Finance)</td>
<td>100</td>
<td>78</td>
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<td>Rater #2 (Public Works)</td>
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<td>Rater #3 (Recreation &amp; Parks)</td>
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<td>89</td>
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<td>Rater #4 (Community &amp; Economic Development)</td>
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<td>Rater #5 (Administration)</td>
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<td>Rater #6 (Information Technology)</td>
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<td><strong>TOTAL SCORE</strong></td>
<td><strong>600</strong></td>
<td><strong>515</strong></td>
<td><strong>340.5</strong></td>
<td><strong>111</strong></td>
<td><strong>546</strong></td>
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<th>Rating Ranking</th>
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<tr>
<td>LogMeln</td>
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<tr>
<td>DTC</td>
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<tr>
<td>GRANITE</td>
<td>340.5</td>
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<tr>
<td>KEATING</td>
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## OLD BUSINESS:

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<thead>
<tr>
<th>COUNCIL MEETING DATE</th>
<th>COUNCIL MEMBER</th>
<th>REQUEST</th>
<th>DETAIL</th>
<th>DIRECTOR(S)</th>
<th>ACTION TAKEN:</th>
<th>DISCUSSION ITEM</th>
<th>ACTION ITEM DATE</th>
<th>STATUS:</th>
<th>STATUS:</th>
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<tbody>
<tr>
<td>3/23/2021</td>
<td>Lutz</td>
<td>Explore Fitness Stations at Parks</td>
<td>P. Yugar</td>
<td>Staff Report &gt; Follow-up Meeting</td>
<td>5/11/2021</td>
<td>In-Progress</td>
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<tr>
<td>Lutz</td>
<td>Explore Possible Dog Park</td>
<td>P. Yugar</td>
<td>Follow-up Meeting</td>
<td>In-Progress</td>
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<tr>
<td>4/27/2021</td>
<td>Lara/Elias</td>
<td>Research Cannabis Program as Possible Revenue Enhancement for the City</td>
<td>M. Garcia</td>
<td>Memo</td>
<td>In-Progress</td>
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<tr>
<td>Elias/Lara</td>
<td>Planning and Parks &amp; Recreation Commissions to Advise City Council</td>
<td>M. Garcia</td>
<td>Referred to Organizational Ad Hoc</td>
<td>Pending</td>
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<tr>
<td>5/25/2021</td>
<td>City Council</td>
<td>Translate the Profile into Both English &amp; Spanish</td>
<td>P. Yugar</td>
<td>Staff Report</td>
<td>7/13/2021</td>
<td>In-Progress</td>
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<tr>
<td>Lutz/Lara</td>
<td>Research Development of Condos vs. Apartments at the El Rodeo</td>
<td>M. Garcia</td>
<td>Memo</td>
<td>√</td>
<td>Pending</td>
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<tr>
<td>Sanchez/Camacho</td>
<td>&quot;Wee Care&quot; and &quot;Tri-Care&quot; subscriptions</td>
<td>K. Fuentes</td>
<td>Referred to Community Service Ad Hoc Committee</td>
<td>Pending</td>
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<tr>
<td>Camacho/Lara</td>
<td>Create Development Standards for Vacant Lots</td>
<td>M. Garcia</td>
<td>Referred to Economic Recovery Ad Hoc Committee</td>
<td>Pending</td>
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<th>ACTION ITEM DATE</th>
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<tbody>
<tr>
<td>6/22/2021</td>
<td>Lutz/Sanchez</td>
<td>Explore Creation of Green Space for Passive and Active Use</td>
<td>Direction provided to explore Edison’s green space sites</td>
<td>M. Garcia</td>
<td>Referred to Community Services Ad Hoc Committee</td>
<td>Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action</td>
<td></td>
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<tr>
<td></td>
<td>Elias/Lara</td>
<td>Golf Course</td>
<td>Include Parks &amp; Recreation Commission in outreach efforts to the community.</td>
<td>P. Yugar</td>
<td>Follow-up Meeting</td>
<td>Staff report</td>
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<td>Completed</td>
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<tr>
<td></td>
<td>Lara/Lutz</td>
<td>Smith Park Pool</td>
<td>Staff to provide cost estimate for pool repair</td>
<td>P. Yugar</td>
<td>Staff report</td>
<td></td>
<td>8/10/2021</td>
<td>In-Progress</td>
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<tr>
<td></td>
<td>Lara/Camacho</td>
<td>Garage Utility Rooms</td>
<td>Staff to review permitting utility rooms in garages</td>
<td>M. Garcia</td>
<td>Discussion - Bring back for further discussion future date</td>
<td>√</td>
<td>8/10/2021; Future date</td>
<td>In-Progress</td>
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<tr>
<td></td>
<td>Camacho/Lara</td>
<td>American Rescue Plan</td>
<td>Set priorities for use</td>
<td>A. Garcia</td>
<td>Study Session</td>
<td></td>
<td>9/28/2021</td>
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<tr>
<td></td>
<td>Lara/Elias</td>
<td>Term limits</td>
<td>Set 12-year term limits for City Council Members</td>
<td>A. Glassman</td>
<td>Discussion</td>
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<td>Nov ’22</td>
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<tr>
<td></td>
<td>Lara/Lutz</td>
<td>Lobbying Band</td>
<td>Set 10-year policy for banning lobbying contracts to former employees and City officials</td>
<td>A. Glassman</td>
<td>Discussion</td>
<td></td>
<td>8/10/2021</td>
<td>Pending</td>
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<tr>
<td></td>
<td>Elias/Camacho</td>
<td>Job Fair</td>
<td>Local businesses</td>
<td>S. Carmona</td>
<td>Memo - timeline</td>
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<td></td>
<td>Camacho/Lara</td>
<td>Rosemead Boulevard Repair</td>
<td>Temporary fix</td>
<td>M. Heredia</td>
<td>Discussion</td>
<td>√</td>
<td>8/10/2021</td>
<td>Completed</td>
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<tr>
<td></td>
<td>Camacho/Lutz</td>
<td>Business Funds for Business Community</td>
<td>Provide assistance to local businesses during construction</td>
<td>M. Garcia</td>
<td>Discussion</td>
<td>√</td>
<td>8/24/2021</td>
<td>Pending</td>
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<tr>
<td></td>
<td>Camacho/Elias</td>
<td>Rosemead Boulevard Repair</td>
<td>Temporary fix</td>
<td>M. Heredia</td>
<td>Discussion - CM report</td>
<td>√</td>
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<tr>
<td></td>
<td>Camacho</td>
<td>Bike ride and 5K event</td>
<td>Plan second event</td>
<td>J. Hernandez</td>
<td>Follow-up</td>
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<td></td>
<td>Lara/Camacho</td>
<td>Fireworks - Municipal Code</td>
<td>Change municipal code to June 28th for sale of fireworks</td>
<td>M. Garcia</td>
<td>Staff report</td>
<td></td>
<td>9/28/2021</td>
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<tbody>
<tr>
<td>8/10/2021</td>
<td>Lara/Elias</td>
<td>City Manager Policy</td>
<td>Create policy for recruitment and update procedure for evaluation process</td>
<td>A. Glasman</td>
<td>Closed Session</td>
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<td>8/24/2021</td>
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<td></td>
<td>Lutz/Lara</td>
<td>Welcome Signs</td>
<td>Provide lighting on existing signs and possible creation of new signage</td>
<td>M. Heredia</td>
<td>Discussion</td>
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<tr>
<td></td>
<td>Lutz/Sanchez</td>
<td>Smoke Shops</td>
<td>Place moratorium on new businesses</td>
<td>M. Garcia</td>
<td>Discussion</td>
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<td></td>
<td>Lutz/Lara</td>
<td>Shopping Cart Ordinance</td>
<td>Review ordinance</td>
<td>M. Garcia</td>
<td>Discussion</td>
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<td></td>
<td>Elias/Lara</td>
<td>Code of Ethics</td>
<td>Review policy</td>
<td>A. Glasman</td>
<td>Discussion</td>
<td>Follow-up with Community Services Ad Hoc Committee</td>
<td>10/26/2021</td>
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<td></td>
<td>Lutz/Camacho</td>
<td>Mini-pitch parade</td>
<td>Welcome the Roldan brothers for the opening of the mini-pitch fields</td>
<td>P. Yugar</td>
<td>Follow-up</td>
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<td>8/24/2021</td>
<td>Elias/Lara</td>
<td>Review Procurement Policy</td>
<td>Evaluate policy</td>
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<td>9/14/2021</td>
<td>Lara/Camacho</td>
<td>Establish Covid/Flu Vaccine Clinic</td>
<td>Work with staff and local pharmacy agencies on creating a covid/flu vaccine clinic for residents.</td>
<td>M. Garcia</td>
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<td>Lutz/Elias</td>
<td>Study Session</td>
<td>El Rodeo site economic development</td>
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<td></td>
<td>Elias/Lutz</td>
<td>Mayor Elias Resolution</td>
<td>Review current ordinances for updates</td>
<td>A. Glasman</td>
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